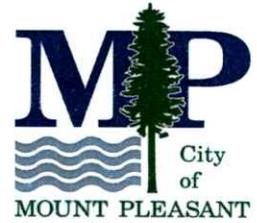




**NOTICE AND AGENDA OF REGULAR CALLED MEETING
MOUNT PLEASANT CITY COUNCIL**

**Tuesday, February 17, 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/@thecityofmountpleasanttexas1157/streams>

CALL TO ORDER

Roll Call and Certification of a Quorum

Invocation

Pledge of Allegiance

OPEN SESSION

1. Recognition to employees who helped during the Winter storm

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 3 business days 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.

CONSENT AGENDA

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

2. Consider Approval of the February 3, 2026 Meeting Minutes

3. Consider pay request #33 from Drake Construction for work performed at the Southside WWTP.

4. Consider pay request #16 to Wicker Construction for work performed on the West Loop Waste Water Collection.

5. Consider pay request #9 to J2 Construction for work performed at the Industrial Park Lift Station.

CONSENT AGENDA MOTION

MOTION TO APPROVE ALL CONSENT AGENDA ITEMS AS PRESENTED

REGULAR AGENDA

6. Monthly Financial Report for Month Ended January 31, 2026.

7. Discuss, consider and take appropriate action on First Amendment to Lease Agreement for Revive Aluminum, Inc (dba Aluminz).

8. Discuss, consider and take appropriate action on First Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz).

9. Discuss, consider and take appropriate action on Second Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz).

10. Mount Pleasant EDC Quarterly Report Update

11. Presentation of the Mt. Pleasant Fire Department 2025 Annual Report

12. Discuss and consider adoption of Ordinance 2026-1 Amending Chapter 95 Health and Sanitation of the City's Code of Ordinances to Require the Use of the Company Contracted by the City for all Commercial Trash, Garage and Refuse Collection and Removal, Including Providing Roll-off Dumpsters, and providing for Penalties for Violations, including denial of building and other permits.
13. Discuss and consider Ordinance 2026-4 a Budget amendment for \$129,900.00 from Prior Fiscal Year Auction proceeds to go towards the Purchase of a new Backhoe.
14. Discussion on potential and desired changes to the City of Mount Pleasant Zoning Codes and related considerations.
15. Discuss and consider action to approve a request by applicant Vincent Huebner on behalf of CTG to recommend an extension of the July 15, 2025 City Council approval of a Specific Use Permit (SUP-2025-03) to build a communications/ cell tower at 1706 W Ferguson for an additional six month period per City Code Chapter 155.45 A(j).
16. Discuss and consider action to approve the Preliminary Plat (PP) for a one lot, one block Mount Pleasant Trails Addition Subdivision, being a 4.368-acre property in the Multi Family (MF) Zoning District, Property ID 15338, described in instrument 20253555 in the Real Property Records of Titus County, Texas, and addressed as 399 Tennison Road.
17. Discuss and consider action to approve a request by applicant Mount Pleasant Trails LP for site plan approval of Mount Pleasant Trails Apartments, a Senior Tax Credit Project consisting of 52 units on a 4.368-acre property addressed as 399 Tennison Road.
18. Discuss and Consider Ordinance 2026-5 for Fire Recovery USA, Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered in the City of Mount Pleasant.
19. City Manager's Report

COUNCIL COMMENTS

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

EXECUTIVE SESSION

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

Consultation with Attorney (Tex. Gov' t Code §551.071) and Personnel Matters (Tex. Gov' t Code §551.074)

- A. Related to the appointment, employment, and duties of City Attorney, Discuss City Attorney Candidates
- B. Related to the appointment, contract and duties of the Municipal Court Judge
- C. Related to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. City Manager

RECONVENE INTO THE REGULAR SESSION

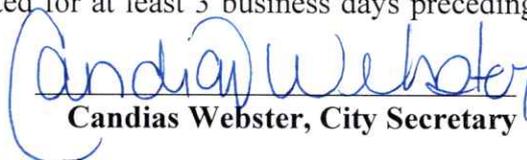
In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.

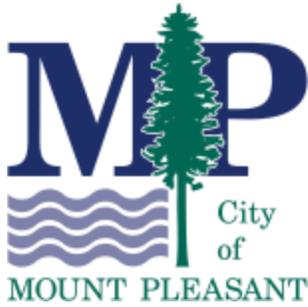
20. Discuss and consider an Agreement for Municipal Court Judge Services.

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 10th of February 2026 and remained so posted for at least 3 business days preceding the scheduled of said meeting.


Candias Webster, City Secretary



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Hollie Motley, Human Resources Director

Department: Administration

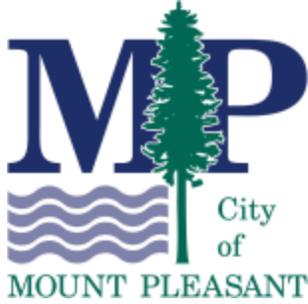
Subject: Recognition to employees who helped during the Winter storm

Item Summary:

From January 24–26, 2026, the City experienced a significant winter storm that created hazardous conditions, disrupted normal operations, and increased service demands across multiple departments. City employees worked extended hours in dangerous conditions to ensure ongoing operations. Their efforts included road treatment and clearing, utility system monitoring and repairs, emergency response, facility support, warming center operations, and coordination with regional partners. These employees demonstrated exceptional commitment, teamwork, and professionalism while serving the community during a critical time.

Financial Impact:

Minimal to no budget impact



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Candias Webster, City Secretary

Department: Administration

Subject: Consider Approval of the February 3, 2026 Meeting Minutes

Item Summary:

This is a typed copy of the minutes from the February 3, 2026 Meeting Minutes

Financial Impact:

N/A.

Recommendation(s):

Motion to approve the consent agenda item

Attachments:

[2026.02.03 Regular](#)

STATE OF TEXAS

COUNTY OF TITUS

CITY OF MOUNT PLEASANT

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form, and contents as required by law, met in Regular Session on February 3, 2026, at 5:00 PM at the Council Chambers located at 501 North Madison with the following members present:

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

EXECUTIVE SESSION 5:02PM

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:

551.087 Economic Development Negotiations: Aluminz

Consultation with Attorney (Tex. Gov’ t Code §551.071) and Personnel Matters (Tex. Gov’ t Code §551.074) Discuss and consider the approval of Various Boards and Commissions Appointments.

Consultation with Attorney (Tex. Gov’ t Code §551.071) and Personnel Matters (Tex. Gov’ t Code §551.074) related to the appointment, employment, and duties of City Attorney, Discuss City Attorney Candidates.

Consultation with Attorney (Tex. Gov’t Code §551.071): regarding claims received by City and possible resolution of same.

Consultation with Attorney (Tex. Gov’t Code §551.071) regarding possible adoption of rules of procedure governing city council meetings.

Consultation with Attorney (Tex. Gov’t Code §551.071) regarding proposed Master Services Agreement for Professional Services from Pape-Dawson Engineering, LLC.

Consultation with Attorney (Tex. Gov’t Code §551.071) and Personnel Matters (Tex. Gov’t Code §551.074) to consider the ethics complaint filed against Council Member Melanie (Knight) Tafoya and the status of the investigation.

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

RECONVENE INTO REGULAR OPEN SESSION 6:02PM

In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular open session

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council

CONSENT AGENDA:

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

Consider Approval of Minutes of December 16, 2025. Meeting, January 6, 2026 Workshop, and January 7, 2026 Meeting minutes. Consider the final pay request #8 for Drake Paving, LLC, for work performed at the Mount Pleasant Regional Airport Southwest Site Development and Drainage Improvements.

Consider pay request #32 from Drake Construction for work performed at the Southside WWTP.

Consider pay request #8 to J2 Construction for work performed at the Industrial Park Lift Station.

Consider pay request #15 to Wicker Construction for work performed at the West Loop Waste Water Collection.
Consider the final Pay Request for Capital Underground Utilities for work performed at the Housing Authority.

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

MONTHLY FINANCIAL REPORT FOR MONTH ENDED DECEMBER 31, 2025, AND LOOK AT NEW FINANCIAL TRANSPARENCY SITE

Gillian Gatewood presented

QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED DECEMBER 31, 2025

Motion was made by Council Member Faulkner and seconded by Council Member Hinton to accept Quarterly Investment Report for Quarter Ended December 31, 2025

DISCUSSION AND CONSIDER THE APPROVAL OF VARIOUS BOARDS AND COMMISSIONS APPOINTMENTS

Motion was made by Council Member Corbell and seconded by Council Member Hinton to approve the Airport, Cemetery, Library, & Park Boards and Commissions Appointments. Upon a vote, the motion carried unanimously.

DISCUSSION AND CONSIDER CITY OF MOUNT PLEASANT AUTHORIZATION TO ISSUE REQUESTS FOR PROPOSALS FOR ADMINISTRATIVE SERVICES (RFP) AS A DISASTER RECOVERY MANAGEMENT SERVICE PROVIDER TO COMPLETE APPLICATION AND PROJECT IMPLEMENTATION AND REQUESTS FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE (PA)/HAZARD MITIGATION ASSISTANCE (HMA) FUNDING ADMINISTERED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, TEXAS DIVISION OF EMERGENCY MANAGEMENT AND/OR TEXAS WATER DEVELOPMENT BOARD.

Motion was made by Council Member Hinton and seconded by Council Member Tafoya to authorize to issue requests for proposals for administrative services (RFP) as a disaster recovery management service provider to complete application and project implementation and requests for qualifications (RFQ) for engineering services for the Federal Emergency Management Agency (FEMA) Public Assistance (PA)/Hazard Mitigation Assistance (HMA) funding administered by the Federal Emergency Management Agency, Texas Division of Emergency Management and/or Texas Water Development Board. Upon a vote, the motion carried unanimously.

DISCUSSION AND CONSIDER APPROVAL OF THE RIGHT OF WAY AND EASEMENT FOR THE BENEFIT OF SOUTHWESTERN ELECTRIC POWER COMPANY RELATING TO THE WASTEWATER TREATMENT PLANT ON 2561 CR 4540, MOUNT PLEASANT, TEXAS.

Motion was made by Council Member Corbell and seconded by Council Member Hinton, to approve the Right of Way and Easement for the benefit of Southwestern Electric Power Company relating to the Wastewater Treatment Plant on 2561 CR 4540, Mount Pleasant, Texas. Upon a vote, the motion carried unanimously.

CONSIDER ORDERING A GENERAL ELECTION FOR MAY 2, 2026, FOR THE ELECTION OF THREE COUNCIL MEMBERS.

Motion was by Council Member Hinton and seconded by Council Member Corbell to approve Ordering a General Election for May 2, 2026, for the Election of Three Council Members. Upon a vote, the motion carried unanimously.

DISCUSSION AND CONSIDER RESOLUTION 2026-1 DENYING THE SOUTHWEST ELECTRIC POWER COMPANY'S REQUEST FOR APPROVAL OF ITS PROPOSED "ELECTRIC SERVICE – LARGE LOAD CONTRACT" TARIFF REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES. AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES AND AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AND AUTHORIZING THE RETENTION OF SPECIAL COUNSEL.

Motion was made by Council Member Hinton and seconded by Council Member Tafoya to approve Resolution 2026-1 Denying the Southwest Electric Power Company's request for approval of its proposed "Electric Service – Large Load Contract" tariff requiring the reimbursement of municipal rate case expenses. Authorizing participation in the Coalition of similarly situated Cities and authorizing intervention and participation in Related Rate Proceedings; and authorizing the Retention of special counsel. Upon a vote, the motion carried unanimously.

DISCUSSION AND CONSIDER RESOLUTION 2026-2 ADOPTING A SOCIAL MEDIA POLICY FOR THE CITY OF MOUNT PLEASANT.

Motion was made by Council Member Corbell and seconded by Council Member Faulkner to approve Resolution 2026-2

Adopting a Social Media policy for the City of Mount Pleasant. Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER ADOPTION OF ORDINANCE 2026-1 AMENDING CHAPTER 95 HEALTH AND SANITATION OF THE CITY'S CODE OF ORDINANCES TO REQUIRE THE USE OF THE COMPANY CONTRACTED BY THE CITY FOR ALL COMMERCIAL TRASH, GARAGE AND REFUSE COLLECTION AND REMOVAL, INCLUDING PROVIDING ROLL-OFF DUMPSTERS, AND PROVIDING FOR PENALTIES FOR VIOLATIONS, INCLUDING DENIAL OF BUILDING AND OTHER PERMITS.

Item was tabled until next meeting.

HOLD A PUBLIC HEARING AND DISCUSS AND CONSIDER ADOPTION OF ORDINANCE 2026-2, ADOPTING THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING, INTERNATIONAL RESIDENTIAL, INTERNATIONAL PLUMBING, INTERNATIONAL MECHANICAL, INTERNATIONAL FUEL GAS, INTERNATIONAL ENERGY CONSERVATION, INTERNATIONAL EXISTING BUILDING, AND INTERNATIONAL PROPERTY MAINTENANCE CODES, WITH LOCAL AMENDMENTS; ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE, WITH LOCAL AMENDMENTS; AMENDING CHAPTER 94, SECTIONS 94.40 AND 94.43, OF THE CITY CODE OF ORDINANCES, RELATING TO THE ADOPTION OF THE 2024 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS; REPEALING AND REENACTING CHAPTER 150, "BUILDING REGULATIONS"; REPEALING CHAPTER 151, "ELECTRICAL CODE"; REORGANIZING AND RENUMBERING CERTAIN PROVISIONS WITHIN CHAPTER 150; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

Mayor opened and closed the public hearing with no citizen input. Motion was made by Council Member Corbell and seconded by Council Member Hinton to approve Ordinance 2026-2, Adopting the 2024 Editions of the International Building, International Residential, International Plumbing, International Mechanical, International Fuel Gas, International Energy Conservation, International Existing Building, and International Property Maintenance Codes, with Local Amendments; Adopting the 2023 Edition of the National Electrical Code, with Local Amendments; Amending Chapter 94, Sections 94.40 and 94.43, of the City Code of Ordinances, Relating to the Adoption of the 2024 International Fire Code with Local Amendments; Repealing and Reenacting Chapter 150, "Building Regulations"; Repealing Chapter 151, "Electrical Code"; Reorganizing and Renumbering Certain Provisions within Chapter 150; Repealing all conflicting Ordinances; Providing a severability clause; providing an effective date; and providing for Publication. Upon a vote, the motion carried unanimously.

DISCUSSION AND CONSIDER ORDINANCE 2026-3 AMENDING THE EASTERN PORTION OF PD-2 (PLANNED DEVELOPMENT DISTRICT NO. 2), ON 53.84 ACRES OF ANDERSON TOWNE CROSSING, AMENDING EXHIBIT B SUB AREA MAP USE BOUNDARIES ALLOWING COMMERCIAL CONSTRUCTION AREA FLEXIBILITY, AMENDING SECTIONS IV ARCHITECTURAL STANDARDS FOR FAÇADE MAXIMUM LENGTH TO 600 FEET MAXIMUM, AND V. LIGHTING PARKING AND SIGNAGE STANDARDS FOR ENTRY SIGN LOCATION AND HEIGHT ON THAT PORTION OF THE PD, WHICH LIES TO THE WEST OF US 271 AND CONTAINS THE FOLLOWING PROPERTY ID'S, 7383 AND 6565 OWNED BY CREATIVE DESTINATION DEVELOPMENT, LLC, RECORDED AS INSTRUMENT NUMBER 2016048 IN THE REAL PROPERTY RECORDS OF TITUS COUNTY, TEXAS, CITY OF MOUNT PLEASANT, TEXAS, AND GENERALLY LOCATED AT THE NORTHWEST SIDE OF THE INTERSECTION OF ROTAN ROAD AND W. FERGUSON ROAD (HWY 271), EAST OF LAKE TANKERSLEY.

Motion was made by Council Member Tafoya and seconded by Council Member Faulkner to approve Ordinance 2026-3 amending the eastern portion of PD-2 (Planned Development District No. 2), on 53.84 acres of Anderson Towne Crossing, amending Exhibit B Sub Area Map use boundaries allowing commercial construction area flexibility, amending Sections IV Architectural Standards for façade maximum length to 600 feet maximum, and V. Lighting Parking and Signage Standards for entry sign location and height on that portion of the PD, which lies to the west of US 271 and contains the following Property ID's, 7383 and 6565 owned by Creative Destination Development, LLC, recorded as Instrument Number 2016048 in the Real Property Records of Titus County, Texas, City of Mount Pleasant, Texas, and generally located at the northwest side of the intersection of Rotan Road and W. Ferguson Road (Hwy 271), east of Lake Tankersley. Upon a vote, the motion carried unanimously.

CITY MANAGER'S REPORT

COUNCIL COMMENTS Corbell: Section 155 change verbiage

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

EXECUTIVE SESSION 7:51 PM

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

ON ANY ITEMS LISTED IN EXECUTIVE SESSION ABOVE

RECONVENE INTO THE REGULAR SESSION 9:10 PM

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

DISCUSSION AND CONSIDER ACTION REGARDING COUNCIL ISSUING A SUBPOENA FOR WITNESSES, ADMINISTERING OATHS, AND COMPELLING THE PRODUCTION OF BOOKS, PAPERS, AND OTHER EVIDENCE PURSUANT TO ARTICLE VII, SECTION 6 OF THE CITY CHARTER, AND/OR TAKING OTHER ACTION ON THE INVESTIGATION.

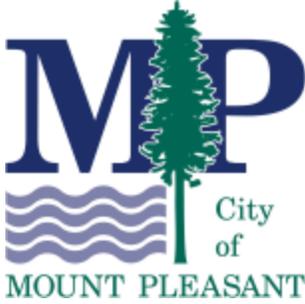
Motion was made by Council Member Hinton and seconded by Council Member Corbell to approve authorizing the issuance of Council subpoenas for witnesses, administering oaths, and compelling the production of books, papers and other evidence in the investigation concerning Melanie Tafoya as directed in executive session and authorizing the Mayor to sign the subpoena. Upon a vote, the motion carried unanimously. Council Member Tafoya recused herself from voting.

ADJOURN 9:11 PM

WESLEY LYON, MAYOR

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Erin Marshall, Utilities Director

Department: Utilities

Subject: Consider pay request #33 from Drake Construction for work performed at the Southside WWTP.

Item Summary:

The current Southside Treatment Plant is at max capacity by our TCEQ permit and on heavy rain days the city goes over our limit per our permit putting the city in violation. TCEQ has a 75-90 rule meaning if your sewer plant hits 75% capacity for 3 straight months you have to begin design phase for a plant. If your plant hits 90% capacity for 3 straight months you have to begin construction of a new plant. The city hit 90% capacity for 3 straight months and we hadn't begun design phase yet putting the city in violation with TCEQ. During design phase the city and its engineers did studies and looked at the historical data on the growth of the city and determined that expanding our plant from a 2.8 MGD plant to a 5 MGD plant, with an option for 6 MGD in the future, would sustain the city's growth for the next 30-plus years. Also, during design phase the city found out that our discharge point into Harts Creek had to be moved to Big Cypress Creek which also added to the cost.

Financial Impact:

Budgeted Amount: 45,000,000
Original Contract Amount: 40,549,300
Change Order Amount: 815,357.85
New contract Amount: 41,364,657.85
Contract start date: May 15, 2023
Original Substantial Completion: June 3, 2025
Days added to Contract: 258
Previous Payments Total: 35,368,950.81
Previous Amounts Percent: 87.53%
Current Pay Request: 452,241.80
Percent Total with request: 89.23%
Percent of time (with time added): 94.54%

Recommendation(s):

motion to approve consent agenda item

Attachments:

[MP160 PE No. 33](#)

[MP160 PE No. 33 MOH](#)

PROGRESS ESTIMATE

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

Estimate No.: 33

Date: February 2, 2026
 Project: Southside WWTP Improvements
 Period: From: 12/26/2025 To: 01/25/2026
 Contractor: Drake General Contractors, LLC (Heritage)
 Address: 3737 Lamar Ave., Suite 700, Paris, TX 75460
 Amount of Contract as Awarded: \$40,549,300.00

Change Orders:

# 1 \$ <u>463,357.85</u>	# 6 \$ _____
# 2 \$ <u>352,000.00</u>	# 7 \$ _____
# 3 \$ <u>0.00</u>	# 8 \$ _____
# 4 \$ _____	# 9 \$ _____
# 5 \$ _____	# 10 \$ _____
Total Change Orders: <u>\$815,357.85</u>	
Total Adjusted Contract: <u>\$41,364,657.85</u>	

Notice to Proceed Date: May 15, 2023
 Contract Time: 1008 Days
 % Complete (Time) 98.61%
 % Complete (\$) 89.29%
 Project No: MP.160

PREVIOUS PAYMENTS AUTHORIZED

#1 thru #9	<u>14,783,654.04</u>	#33 _____
#10 thru 25	<u>16,892,120.55</u>	#34 _____
#26	<u>476,155.62</u>	#35 _____
#27	<u>228,350.23</u>	#36 _____
#28	<u>217,112.04</u>	#37 _____
#29	<u>296,480.18</u>	#38 _____
#30	<u>1,120,888.45</u>	#39 _____
#31	<u>847,436.31</u>	#40 _____
#32	<u>506,753.39</u>	#41 _____
Total Payments		
Previously Authorized:		<u>\$35,368,950.81</u>

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
SCHEDULE 1.0 - BASE BID								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$1,900,000.00	\$1,900,000.00
1.02	Stormwater Pollution Prevention	LS	1	0.99		0.99	\$15,000.00	\$14,850.00
1.03	Headworks Facility							
1.03A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$290,000.00	\$290,000.00
1.03B	Concrete	LS	1	1.00		1.00	\$250,000.00	\$250,000.00
1.03C	Pipe & Valves	LS	1	1.00		1.00	\$750,000.00	\$750,000.00
1.03D	Major Equipment	LS	1	0.99		0.99	\$1,400,000.00	\$1,386,000.00
1.04	Aeration System							
1.04A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$900,000.00	\$900,000.00
1.04B	Drilled Piers	LS	1	1.00		1.00	\$600,000.00	\$600,000.00
1.04C	Concrete	LS	1	1.00		1.00	\$1,100,000.00	\$1,100,000.00
1.04D	Pipe & Valves	LS	1	1.00		1.00	\$900,000.00	\$900,000.00
1.04E	Major Equipment	LS	1	0.99		0.99	\$1,200,000.00	\$1,188,000.00
1.05	Final Clarifiers 1, 3 & 4							
1.05A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$515,000.00	\$515,000.00
1.05B	Drilled Piers	LS	1	1.00		1.00	\$375,000.00	\$375,000.00
1.05C	Concrete	LS	1	1.00		1.00	\$1,000,000.00	\$1,000,000.00
1.05D	Pipe & Valves	LS	1	1.00		1.00	\$750,000.00	\$750,000.00
1.05E	Major Equipment	LS	1	0.70		0.70	\$1,200,000.00	\$840,000.00
1.06	RAS/WAS Pump Station	LS	1	0.99		0.99	\$703,000.00	\$695,970.00
1.07	Tertiary Filter Improvements	LS	1	0.99		0.99	\$530,600.00	\$525,294.00
1.08	Disinfection System							
1.08A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$368,000.00	\$368,000.00
1.08B	Concrete	LS	1	1.00		1.00	\$1,100,000.00	\$1,100,000.00
1.08C	Pipe, Valves, & Appurtenances	LS	1	1.00		1.00	\$100,000.00	\$100,000.00
1.08D	Major Equipment	LS	1	0.25	0.25	0.50	\$600,000.00	\$300,000.00
1.09	Effluent Lift Station							
1.09A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$271,000.00	\$271,000.00
1.09B	Concrete	LS	1	1.00		1.00	\$600,000.00	\$600,000.00
1.09C	Pumps, Pipe, & Valves	LS	1	0.30	0.40	0.70	\$200,000.00	\$140,000.00
1.10	Outfall Pipeline	LS	1	1.00		1.00	\$6,207,000.00	\$6,207,000.00
1.11	Sludge Dewatering Building	LS	1	0.10		0.10	\$773,000.00	\$77,300.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
1.12	Yard Piping and Plant Drain Lift Station							
1.12A	Yard Piping	LS	1	1.00		1.00	\$853,472.00	\$853,472.00
1.12B	Plant Drain Lift Station: Excavation, Embedment & Backfill	LS	1	1.00		1.00	\$100,000.00	\$100,000.00
1.12C	Plant Drain Lift Station: Concrete	LS	1	1.00		1.00	\$200,000.00	\$200,000.00
1.12D	Plant Drain Lift Station: Major Equipment	LS	1	1.00		1.00	\$200,000.00	\$200,000.00
1.13	Sitework							
1.13A	Demolition & Disposal	LS	1	0.98		0.98	\$129,000.00	\$126,420.00
1.13B	Trucking & Stockpiling	LS	1	1.00		1.00	\$685,000.00	\$685,000.00
1.13C	Fence & Gate	LS	1	0.00		0.00	\$75,000.00	\$0.00
1.13D	Miscellaneous Metals	LS	1	0.98	0.01	0.99	\$340,000.00	\$336,600.00
1.13E	Pavement	LS	1	0.00	0.05	0.05	\$400,000.00	\$20,000.00
1.14	SCADA and Power System Study Allowance	AL	1	1.00		1.00	\$200,000.00	\$200,000.00
1.15	Electrical and Controls							
1.15A	Temporary Power & Dewatering	LS	1	1.00		1.00	\$440,000.00	\$440,000.00
1.15B	MCC Improvements	LS	1	0.75	0.05	0.80	\$1,850,000.00	\$1,480,000.00
1.15C	Generator & ATS	LS	1	0.95	0.03	0.98	\$1,350,000.00	\$1,323,000.00
1.15D	Above Ground Wiring & Conduits	LS	1	0.90	0.02	0.92	\$1,500,000.00	\$1,380,000.00
1.15E	Below Grade & Ductbanks	LS	1	0.95		0.95	\$1,800,000.00	\$1,710,000.00
1.15F	Lighting	LS	1	0.20	0.25	0.45	\$500,000.00	\$225,000.00
1.15G	Devices, Panels, Flow Meters & Fire Alarm	LS	1	0.65	0.10	0.75	\$1,000,000.00	\$750,000.00
1.16	Trench and Excavation Safety	LS	1	1.00		1.00	\$5,500.00	\$5,500.00
1.17	Miscellaneous Allowance	AL	1	0.00		0.00	*12 \$62,638.88	\$0.00
1.18	Tertiary Filter Allowance	AL	1	0.99		0.99	\$1,362,333.00	\$1,348,709.67
1.19	Care of Water During Construction	LS	1	1.00		1.00	\$1,142,095.00	\$1,142,095.00
SCHEDULE 2.0 - BID ALTERNATES								
2.01	Clarifier No. 2 Rehabilitation	LS	1	0.05		0.05	\$345,300.00	\$17,265.00
2.02	Bar Screens No. 1 and No. 2	LS	1	0.00		0.00	\$476,000.00	\$0.00
2.03	Dewatering Press No. 2	LS	1	0.00		0.00	\$498,000.00	\$0.00
FIELD WORK ORDER No. 1								
*WO1.1	Temporary Electric Conduit Reroute for Sludge Valves	LS	1	1.00		1.00	\$5,424.41	\$5,424.41
FIELD WORK ORDER No. 2								
*WO2.1	Dewatering Press Modifications to Add a Circuit and Booster	LS	1	0.00		0.00	\$5,117.00	\$0.00
FIELD WORK ORDER No. 3								
*WO3.1	Blower Building a Adjustment to avoid existing electrical conduits	LS	1	1.00		1.00	\$10,607.47	\$10,607.47
FIELD WORK ORDER No. 4								
*WO4.1	Remove and replace existing screw pumps with new screw pumps, bypass pumping, gearbox modification for new pumps, commissioning and start up	LS	1	1.00		1.00	\$119,890.00	\$119,890.00
FIELD WORK ORDER No. 5								
*WO5.1	Add approximately 1,000 LF o new fiber and upsize fiber conduits	LS	1	1.00		1.00	\$11,638.00	\$11,638.00
FIELD WORK ORDER No. 6								
*WO6.1	Add Screw Pump Rehabilitation (Evoqua) Additional Cost, Contractor's fee, and Bond	LS	1	1.00		1.00	\$173,418.71	\$173,418.71
FIELD WORK ORDER No. 7								
*WO7.1	Add (3) 3 Pole 30-amp Circuits for Actuating Valves on the Blowers for both Train 1 and Train 2 including Labor and Material	LS	1	1.00		1.00	\$21,218.53	\$21,218.53
FIELD WORK ORDER No. 8								
*WO8.1	Replace cone section of four (4) manholes with a flat top section	LS	1	1.00		1.00	\$2,386.00	\$2,386.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
FIELD WORK ORDER No. 9								
* ⁹ WO9.1	Increase Breaker Terminals from 4 to 6, Add Extra Conduits, and Increase Grounding Conductor	LS	1	0.00	1.00	1.00	\$18,110.00	\$18,110.00
FIELD WORK ORDER No. 10								
* ¹⁰ WO10.1	Add 20A/3P Circuit Breaker to PDP-7200. Install 30A/3P 316 Stainless Steel Disconnect inside Pump Building for Crane. Reoutn 4#12 - 0.75"C from PDP-7200 to the Crane Disconnect and to Crane	LS	1	0.00	1.00	1.00	\$7,293.00	\$7,293.00
FIELD WORK ORDER No. 11								
* ¹¹ WO11.1	Relocate Utility Transformer to Side of MCC Building- Reroute Existing Conduite towards New Location of Transformer via Sweeping Rigid 90's Inside of the Duct Bank. Dig New Ditch for Secondary Side of Transformer, includes Digging Underneath Existing Duct Bank for the Primary and secondary Side of the Transformer. Back Fill Existing Ditch. Coordination with SWEPCO for new Transformer Location	LS	1	0.00	1.00	1.00	\$44,780.00	\$44,780.00
FIELD WORK ORDER No. 12								
* ¹² WO12.1	Relocate Gates at Headworks-Relocate Gates to the Other Side of the Weir Walls	LS	1	0.00	1.00	1.00	\$17,478.00	\$17,478.00
Change Order No. 1								
^CO 1.1	Refurbishment of Two (2) Existing 60-in Diameter Internalift Screw Pumps (Evoqua)	LS	1	1.00		1.00	\$463,357.85	\$463,357.85
Change Order No. 2								
^^CO 2.1	Existing Train #1 Screw Pump Rehab with Bypass Pumping and New Pump Rehab	LS	1	1.00		1.00	\$352,000.00	\$352,000.00

*Per FWO No. 1; *² Per FWO No. 2; *³Per FWO No. 3; *⁴ Per FWO No. 4; *⁵ Per FWO No. 5; *⁶ Per FWO No. 6; *⁷ Per FWO No. 7; *⁸Per FWO No. 8;

*⁹Per FWO No. 9; *¹⁰ Per FWO No. 10; *¹¹ Per FWO No. 11; *¹² Per FWO No. 12

^Per Change Order No. 1; ^^Per Change Order No. 2; ^^ Per Change Order No. 3

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

KSA ENGINEERS, INC.

By		Total Amount to Date	\$36,934,077.64
Date	02/02/2026	Material on Hand	\$772,440.90
		Less 5% Retainage	\$1,885,325.93
Approved:	CITY OF MOUNT PLEASANT	Net Total	\$35,821,192.61
By		Less Previous Payments	\$35,368,950.81
Date		Amount Payable to Contractor This Estimate	\$452,241.80

MATERIALS ON HAND

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

Estimate No.: 33

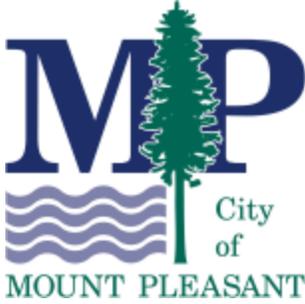
Date: February 2, 2026

Project: Southside WWTP Improvements

Item	Description	Received this Period	Original Invoice Amount	Amount Installed to Date	Balance on Hand (\$)
1.	Hartman Specialty (July Invoice 727389)		\$32,021.98	\$32,021.98	\$0.00
2.	Hartman Specialty (July Invoice 730302)		\$22,663.20	\$22,663.20	\$0.00
3.	Hartman Specialty (July Invoice 730339)		\$22,663.20	\$22,663.20	\$0.00
4.	Thompson Pipe Group (Invoice 99011990)		\$120,411.64	\$120,411.64	\$0.00
5.	Thompson Pipe Group (Invoice 99012022)		\$134,649.06	\$134,649.06	\$0.00
6.	Thompson Pipe Group (Invoice 99012046)		\$94,922.84	\$94,922.84	\$0.00
7.	Hartwell (Invoice 23-095) August		\$445,280.00	\$445,280.00	\$0.00
8.	Hartmann (Invoice 734366) August		\$27,840.40	\$27,840.40	\$0.00
9.	Hayes (Invoices 1019-365,364,363,362)		\$168,991.20	\$168,991.20	\$0.00
10.	Hayes (Invoices 1019-357,359,360,361)		\$168,578.20	\$168,578.20	\$0.00
11.	Hayes (Invoice 1016161) August		\$279,007.00	\$279,007.00	\$0.00
12.	Hayes (Invoices 1018-568,585,1019018)		\$178,772.50	\$178,772.50	\$0.00
13.	Hayes (Invoices 1019-366,367,656,657,658)		\$211,264.20	\$211,264.20	\$0.00
14.	Thompson (Invoice 99012124) September		\$38,471.16	\$38,471.16	\$0.00
15.	Thompson (Invoices 99012188, 12195, 12210, 12225) September		\$377,626.72	\$377,626.72	\$0.00
16.	Thompson (Invoices 99012227, 12245) September		\$192,361.83	\$192,361.83	\$0.00
17.	Hayes (Wicker) September		\$180,422.20	\$180,422.20	\$0.00
18.	Hartman (Invoices 735835, 735282) September		\$36,752.80	\$36,752.80	\$0.00
19.	Hayes (Invoices 1022951, 1020930) September		\$81,553.95	\$81,553.95	\$0.00
20.	GEO Solutions (October Invoice)		\$20,870.30	\$20,870.30	\$0.00
21.	Huber (October Invoice)		\$34,018.00	\$34,018.00	\$0.00
22.	Hayes (October Invoices 1028925, 927, 929)		\$240,060.00	\$240,060.00	\$0.00
23.	Hayes (October Invoices 1028934, 937)		\$120,960.00	\$120,960.00	\$0.00
24.	H&K Electric (Oct Invoices 1014320, S8512171.001)		\$48,634.00	\$48,634.00	\$0.00
25.	Pump Solutions (October Invoice 101112)		\$13,026.00	\$13,026.00	\$0.00
26.	Hartman (Nov. Invoices 745559,745560,745607)		\$76,175.68	\$76,175.68	\$0.00
27.	Hayes Pipe (Nov. Invoices 1034105, 1034460, 1032242, 1032203)		\$157,814.00	\$157,814.00	\$0.00
28.	Hayes Pipe (Nov. Invoices 103303, 1031047, 1031060)		\$152,205.05	\$152,205.05	\$0.00
29.	Pump Solutions (Nov. Invoice 2023-11138)		\$21,000.00	\$21,000.00	\$0.00
30.	Aqua Aerobics (Dec. Invoice 1040175)		\$1,175,247.68	\$1,175,247.68	\$0.00
31.	Savaco (Dec. Invoice WEC221194)		\$579,500.00	\$579,500.00	\$0.00
32.	Savaco (Dec. Invoice WE221194-SU)		\$30,500.00	\$30,500.00	\$0.00
33.	Hayes (Dec. Invoice 1037627)		\$139,443.00	\$139,443.00	\$0.00
34.	Hayes (Dec. Invoice 1038881)		\$38,086.00	\$38,086.00	\$0.00
35.	Hayes (Jan. Invoice 1040085)		\$176,506.00	\$176,506.00	\$0.00
36.	Hayes (Jan. Invoice 1039532, 1039533)		\$58,401.00	\$58,401.00	\$0.00
37.	Hartman (Jan. Invoice 750574,750575,750789,750790)		\$65,484.72	\$65,484.72	\$0.00
38.	Hartman (Jan. Invoice 751113)		\$20,623.12	\$20,623.12	\$0.00
39.	Hartman (Feb Invoice 751115,756052,753364,753365)		\$90,324.08	\$90,324.08	\$0.00
40.	Hartman (Feb Invoice 753743,753744,754064,754065)		\$75,671.68	\$75,671.68	\$0.00
41.	Hartman (Feb Invoice 754364,754365,754716)		\$70,901.42	\$70,901.42	\$0.00
42.	Hayes Pipe (Feb Invoice 1046404,1046406,1047532)		\$86,583.00	\$86,583.00	\$0.00
43.	Seguin (Feb Invoice 2301102,2301103)		\$161,560.00	\$161,560.00	\$0.00
44.	Walker (Feb Invoice 025524)		\$179,236.00	\$179,236.00	\$0.00
45.	Newman Regency (Mar Invoice 2260B18166)		\$537,916.00	\$537,916.00	\$0.00
46.	Evoqua (Apr Invoice 906415912)		\$781,850.00	\$781,850.00	\$0.00
47.	EDI (Apr Invoice 304498)		\$155,000.00	\$155,000.00	\$0.00

Item	Description	Received this Period	Original Invoice Amount	Amount Installed to Date	Balance on Hand (\$)
48.	Pump Solutions (Apr Invoice 2024-0332)		\$399,807.00	\$399,807.00	\$0.00
49.	Sequin Fabricators (Apr Invoice 2301104)		\$171,538.00	\$171,538.00	\$0.00
50.	Aqua Aerobics (May Invoice 1041946))		\$187,085.32	\$187,085.32	\$0.00
51.	Walker (May Invoice 025650)		\$173,250.00	\$173,250.00	\$0.00
52.	Pump Soulutions (May Invoice 20240414)		\$117,000.00	\$117,000.00	\$0.00
53.	Hayes Pipe (May Invoices 1055460, 1055902, 1053952, 1056394)		\$61,029.00	\$61,029.00	\$0.00
54.	Seguin (May Invoice 2301105)		\$47,000.00	\$47,000.00	\$0.00
55.	Hartmann (May Invoices 761841, 763623)		\$18,000.63	\$18,000.63	\$0.00
56.	Hartman (Jun Invoice 766290)		\$5,771.00	\$5,771.00	\$0.00
57.	Municipal Valve & Equip (Jun Invoice 30777)		\$7,200.00	\$7,200.00	\$0.00
58.	H&K Electric (Jun Invoice S9292708.001)		\$566,351.28	\$566,351.28	\$0.00
59.	Inovair (Jul Invoice 373781)		\$345,042.00	\$345,042.00	\$0.00
60.	CED - H&K (Aug Inv. 1014288,10143091014320,13276.60)		\$91,315.53	\$91,315.53	\$0.00
61.	Crawford-H&K (Aug Inv. 12117917.003,12117918.002,12117919.002,12219293.02)		\$49,864.72	\$49,864.72	\$0.00
62.	Elliott- H&K (Aug Inv. 30-98792-01)		\$12,710.30	\$12,710.30	\$0.00
63.	Hartmen (Aug Inv. 775274,774504)		\$50,674.73	\$50,674.73	\$0.00
64.	Hayes Pipe (Aug Inv. 1072177, 1072898, 1076853)		\$23,290.00	\$23,290.00	\$0.00
65.	Huber (Aug Inv. I110007747)		\$125,000.00	\$125,000.00	\$0.00
66.	Lindsey - H&K (Aug Inv. 157819)		\$39,573.00	\$39,573.00	\$0.00
67.	WES - H&K (Aug Inv. 512171.001,8528638.007,8528638.009,8528638.013)		\$48,293.04	\$48,293.04	\$0.00
68.	WES - H&K (Aug Inv. 8528638.017,8528638.021,8528638.027,8601278.001))		\$101,470.70	\$101,470.70	\$0.00
69.	Alliance (Sept. Inv. 001549, 001512)		\$81,220.00	\$81,220.00	\$0.00
70.	Global (Sept. Inv. 45997-1, 45997-3, 45997-2)		\$164,472.10	\$24,472.10	\$140,000.00
71.	Municipal Valve (Sept. Inv. 31399)		\$10,902.00	\$10,902.00	\$0.00
72.	Nixon-H&K (Sept. Inv. S23-6906-1)		\$315,200.00	\$315,200.00	\$0.00
73.	WES-H&K (Sept. Inv. S8528638.035)		\$79,258.10	\$79,258.10	\$0.00
74.	Hartmen (Oct Inv. 782458)		\$9,185.15	\$9,185.15	\$0.00
75.	Hayes (Oct Inv. 1083672)		\$9,964.00	\$9,964.00	\$0.00
76.	Municipal Valve (Oct Inv. 31746)		\$22,800.00	\$22,800.00	\$0.00
77.	Veolia (Nov Inv 24004808 RI 05000)		\$160,588.00	\$100,588.00	\$0.00
78.	Environmental Imp. (Dec Inv 1983ENV.101)		\$167,440.90		\$167,440.90
79.	Global Treat (Dec Inv 45997-6)		\$9,002.50	\$9,002.50	\$0.00
80.	Huber (Dec Inv I110008020)		\$512,977.09	\$387,977.09	\$125,000.00
81.	Inovair (Dec Inv 378975)		\$46,011.00	\$46,011.00	\$0.00
82.	Inovair (Dec Inv 380013)		\$58,233.00	\$58,233.00	\$0.00
83.	Hayes (Jan Inv 1099083)		\$25,118.00	\$25,118.00	\$0.00
84.	Municipal Valve (Feb Inv 41393B30879)		\$13,506.01	\$13,506.01	\$0.00
85.	Municipal Valve (Feb Inv 41393B31243)		\$6,211.46	\$6,211.46	\$0.00
86.	Global Treat (Mar Inv 45997-5)		\$91,361.00	\$91,361.00	\$0.00
87.	Municipal Valve (Mar Inv 41393B31592)		\$68,149.31	\$68,149.31	\$0.00
88.	Hayes Pipe (Mar Inv 1107878)		\$13,224.04	\$13,224.04	\$0.00
89.	Hayes Pipe (Jul Inv 1127337,1129415,1129416)		\$21,693.00	\$21,693.00	\$0.00
90.	Industrial Corrosion (August Invoice 3373)		\$5,490.00	\$5,490.00	\$0.00
91.	Evoqua (August Invoice 2258)		\$123,191.00	\$123,191.00	\$0.00
92.	Walker (October Invoices)		\$376,656.00	\$36,656.00	\$340,000.00

\$772,440.90



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Erin Marshall, Utilities Director

Department: Utilities

Subject: Consider pay request #16 to Wicker Construction for work performed on the West Loop Waste Water Collection.

Item Summary:

The west loop project was an after thought from the sewer plant project. How do you justify increasing the sewer plant to 5 MGD without increasing the reach of the city sewer. So with the west loop project that opens up growth on the loop around the city it also lets us take out older lift stations that would have need upgrading in the near future. The project is to run a new line from the sewer plant along the loop ending at Anderson Towne crossing.

Financial Impact:

Budgeted Amount: 14,000,000
Contract Amount: 9,816,351
Contract start date: September 3, 2024
Substantial Completion: April 6, 2026
Previous Payments Total: 8,013,890.87
Previous Amounts Percent: 81.63%
Current Pay Request: 189,201.48
Percent Total with request: 85.43%
Percent of time: 89.14%

Recommendation(s):

motion to approve consent agenda item

Attachments:

[MP162 PE No. 16](#)

[MP162 PE No. 16 MOH & Bid Item 1.64 Allowance Invoices](#)

PROGRESS ESTIMATE

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

Estimate No.: 16

Date: February 2, 2026

Project: West Loop Wastewater Collection Improvements

Period: From: 12/26/2025 To: 01/25/2026

Contractor: Wicker Construction, Inc.

Address: PO Box 6765, Shreveport, LA 71136

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

Notice to Proceed Date: September 3, 2024

Contract Time: 580 Days

% Complete (Time): 89.14%

% Complete (\$): 87.11%

Project No: MP.162

Change Orders:

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

Total Change Orders: \$0.00

Total Adjusted Contract: \$9,816,351.10

PREVIOUS PAYMENTS AUTHORIZED

#1	<u>170,762.50</u>	#10	<u>403,531.21</u>
#2	<u>296,160.60</u>	#11	<u>470,202.79</u>
#3	<u>2,273,154.76</u>	#12	<u>552,995.14</u>
#4	<u>427,953.24</u>	#13	<u>938,123.48</u>
#5	<u>319,068.57</u>	#14	<u>155,012.07</u>
#6	<u>410,942.51</u>	#15	<u>322,693.77</u>
#7	<u>334,414.82</u>	#16	_____
#8	<u>475,061.18</u>	#17	_____
#9	<u>463,814.23</u>	#18	_____

Total Payments Previously Authorized: \$8,013,890.87

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
BASE BID								
1.01	Mobilization, Insurance, and Bonding	LS	1	1.00		1.00	\$485,000.00	\$485,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	1.00		1.00	\$15,000.00	\$15,000.00
1.03	Storm Water Pollution Prevention	LS	1	1.00		1.00	\$2,000.00	\$2,000.00
1.04	Care of Water During Construction	LS	1	1.00		1.00	\$2,500.00	\$2,500.00
1.05	Temporary Bypass Pumping	LS	1	0.00		0.00	\$1,500.00	\$0.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	0.00	0.75	0.75	\$17,500.00	\$13,125.00
1.07	Force Main Testing	LS	1	1.00		1.00	\$5,000.00	\$5,000.00
1.08	Excavation Safety	LS	1	1.00		1.00	\$5,000.00	\$5,000.00
1.09	Trench Safety	LF	41,954	40,662.00		40,662.00	\$0.65	\$26,430.30
1.10	6-in SDR 21 PVC Force Main	LF	51	45.00		45.00	\$111.00	\$4,995.00
1.11	6-in SDR 21 Restrained Joint PVC Force Main	LF	43	43.00		43.00	\$69.00	\$2,967.00
1.12	6-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	68	68.00		68.00	\$85.00	\$5,780.00
1.13	8-in SDR 21 PVC Force Main	LF	9,730	9,730.00		9,730.00	\$64.00	\$622,720.00
1.14	8-in SDR 21 Restrained Joint PVC Sanitary Sewer Line	LF	1,044	1,044.00		1,044.00	\$62.00	\$64,728.00
1.15	8-in SDR 21 Restrained Joint PVC Sanitary Sewer by Wet Bore	LF	260	260.00		260.00	\$182.00	\$47,320.00
1.16	12-in SDR 26 PVC Sanitary Sewer Line	LF	8,636	8,536.00		8,536.00	\$79.00	\$674,344.00
1.17	12-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	1,455	1,415.00		1,415.00	\$85.00	\$120,275.00
1.18	18-in PS 115 PVC Sanitary Sewer Line (0FT to 8FT Open Cut)	LF	12,316	11,640.00		11,640.00	\$98.00	\$1,140,720.00
1.19	18-in PS 115 PVC Sanitary Sewer Line (8FT to 12FT Open Cut)	LF	7,040	7,040.00		7,040.00	\$103.00	\$725,120.00
1.20	18-in PS 115 PVC Sanitary Sewer Line (>12FT Open Cut)	LF	3,410	3,410.00		3,410.00	\$108.00	\$368,280.00
1.21	18-in PS 115 Restrained Joint PVC Sanitary Sewer Line	LF	1,601	1,191.00		1,191.00	\$143.00	\$170,313.00
1.22	12-in Steel Encasement by Dry Bore	LF	106	106.00		106.00	\$260.00	\$27,560.00
1.23	16-in Steel Encasement by Open Cut	LF	341	390.00		390.00	\$115.00	\$44,850.00
1.24	16-in Steel Encasement by Dry Bore	LF	544	544.00		544.00	\$410.00	\$223,040.00
1.25	16-in Steel Encasement by Open Cut with Pipe Supports	LF	240	220.00		220.00	\$145.00	\$31,900.00
1.26	24-in Steel Encasement by Open Cut	LF	100	60.00		60.00	\$210.00	\$12,600.00
1.27	24-in Steel Encasement by Dry Bore	LF	774	843.00		843.00	\$628.00	\$529,404.00
1.28	24-in Steel Encasement by Open Cut with Pipe Supports	LF	460	620.00		620.00	\$240.00	\$148,800.00
1.29	30-in Steel Encasement by Open Cut	LF	320	320.00		320.00	\$255.00	\$81,600.00
1.30	30-in Steel Encasement by Dry Bore	LF	1,067	665.00		665.00	\$720.00	\$478,800.00
1.31	30-in Steel Encasement by Open Cut with Pipe Supports	LF	80	140.00		140.00	\$310.00	\$43,400.00
1.32	30-in Steel Encasement by Dry Bore at Railroad Crossing	LF	120	120.00		120.00	\$1,145.00	\$137,400.00
1.33	48-in Sanitary Sewer Manhole (0FT to 8FT Deep)	EA	88	83.00		83.00	\$8,750.00	\$726,250.00
1.34	Extra Depth for Manholes	VF	225	204.49		204.49	\$620.00	\$126,783.80

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
1.35	60-in Sanitary Sewer Manhole	EA	6	5.00		5.00	\$12,128.00	\$60,640.00
1.36	Drop Piping for Manholes	EA	10	7.00		7.00	\$7,039.00	\$49,273.00
1.37	Combination Air Valve	EA	4	5.00		5.00	\$3,150.00	\$15,750.00
1.38	8-in Plug Valve	EA	4	4.00		4.00	\$2,520.00	\$10,080.00
1.39	Cut, Plug, and Abandon Existing Sewer Line	EA	10	0.00		0.00	\$895.00	\$0.00
1.40	Connect to Existing Sewer Line	EA	5	0.00		0.00	\$2,593.00	\$0.00
1.41	Long Side Sewer Service	EA	7	6.00		6.00	\$3,365.00	\$20,190.00
1.42	Short Side Sewer Service	EA	4	0.00		0.00	\$1,689.00	\$0.00
1.43	Remove and Replace Barbed Wire Fence	LF	610	50.00	240.00	290.00	\$17.00	\$4,930.00
1.44	Install Access Gate	E	13	0.00	6.00	6.00	\$950.00	\$5,700.00
1.45	Open Cut and Repair Asphalt	SY	262	73.00	64.17	137.17	\$85.00	\$11,659.45
1.46	Open Cut and Repair Concrete	SY	132	65.00	114.75	179.75	\$100.00	\$17,975.00
1.47	Open Cut and Repair Gravel	SY	186	0.00		0.00	\$45.00	\$0.00
1.48	24-in RCP Culvert	LF	66	96.00		96.00	\$140.00	\$13,440.00
1.49	Type R Rock Rip Rap	CY	132	132.00		132.00	\$240.00	\$31,680.00
1.50	Demolish Existing Lift Station and Appurtenances	EA	3	0.00		0.00	\$12,500.00	\$0.00
1.51	FM 127 Lift Station and Appurtenances	LS	1	0.85		0.85	\$294,000.00	\$249,900.00
1.52	FM 271 Lift Station and Appurtenances	LS	1	0.85		0.85	\$290,000.00	\$246,500.00
1.53	6-ft Tall Intruder Resistant Chain Link Fence	LF	264	0.00		0.00	\$50.00	\$0.00
1.54	All Weather Access	SY	620	0.00		0.00	\$48.00	\$0.00
1.55	Electrical Improvements	LS	1	0.10	0.50	0.60	\$283,000.00	\$169,800.00
1.56	Filter Fabric Fence	LF	15,000	4,800.00		4,800.00	\$3.00	\$14,400.00
1.57	Foundation Material for Unstable Trench	CY	7,770	7,569.00		7,569.00	\$1.00	\$7,569.00
1.58	Erosion Control Matting	SY	500	0.00		0.00	\$5.00	\$0.00
1.59	Temporary Creek Crossing	EA	1	2.00		2.00	\$20,650.00	\$41,300.00
1.60	Seed and Fertilize	AC	37	7.17	11.00	18.17	\$850.00	\$15,444.50
1.61	Clearing Grubbing	AC	37	37.00		37.00	\$4,500.00	\$166,500.00
1.62	Special Provisions for Landowners	LS	1	1.00		1.00	\$5,000.00	\$5,000.00
1.63	Miscellaneous Allowance	AL	1	0.00		0.00	***\$351,546.00	\$0.00
1.64	Railroad Flagman, Observation, and Survey Allowance	AL	1	0.24	0.3016	0.55	\$200,000.00	\$109,215.00
1.65	Remove and Dispose of Existing Sanitary Sewer Line	LF	922	0.00		0.00	\$17.00	\$0.00
FIELD WORK ORDER No. 1								
*WO1.1	12-In Sewer Bore under Redfern Driveway and Trees at	LF	60	60.00		60.00	\$300.00	\$18,000.00
FIELD WORK ORDER No. 2								
**WO2.1	Install 6-in SDR 26 PVC Gravity Sewer Main by Open Cut	LF	160	0.00		0.00	\$72.00	\$0.00
**WO2.2	Install 6-in SDR 26 PVC Gravity Sewer Main by Bore (Under Driveway)	LF	40	0.00		0.00	\$178.00	\$0.00
FIELD WORK ORDER No. 3								
***WO3.1	Mobilization/Demobilization	LS	1	1.00		1.00	\$7,500.00	\$7,500.00
***WO3.2	24-in C900 DR18 PVC Raw Water Main (6 to 8 ft Depth)	LF	500	500.00		500.00	\$235.00	\$117,500.00
***WO3.3	24-in Tie-in to Existing Ductile Iron Raw Water Main	EA	2	2.00		2.00	\$7,957.00	\$15,914.00
***WO3.4	Remove 1-in Air Release Valve and Install 4-in Air	EA	1	1.00		1.00	\$7,200.00	\$7,200.00
***WO3.5	ROW Restoration and Seeding	LS	1	1.00		1.00	\$700.00	\$700.00
***WO3.6	SWPPP-Erosion Contrao (Silt Fence)	LS	1	1.00		1.00	\$500.00	\$500.00
***WO3.7	Dispose of Existing 24-in Raw Water Main	LF	500	500.00		500.00	\$5.00	\$2,500.00

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

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

KSA ENGINEERS, INC.

By		Total Amount to Date	\$8,550,765.05
Date	2/2/2026	Material on Hand	\$84,069.00
		Less 5% Retainage	\$431,741.70
Approved:	CITY OF MOUNT PLEASANT	Net Total	\$8,203,092.35
By		Less Previous Payments	\$8,013,890.87
Date		Amount Payable to Contractor This Estimate	\$189,201.48

MATERIALS ON HAND

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

Estimate No.: 16

Date: January 29, 2026

Project: West Loop Wastewater Collection Imp.

ITEM	DESCRIPTION	Unit of Meas.	RECEIVED THIS PERIOD	Previous Month's Quantity	Month's Change in Quantity	ORIGINAL INVOICE AMOUNT	AMOUNT INSTALLED TO DATE	VALUE OF INVOICED MATERIAL
START PAY ESTIMATE NO. 1								
NONE								
START PAY ESTIMATE NO. 2								
1.	HAYES INVOICE NO. 1093046 (8" SDR21 CL 200 YELLOWMINE PIPE)	LF		820.00	820.00	\$20.40	820.00	\$0.00
1.	HAYES INVOICE NO. 1093046 (6" SDR21 CL 200 YELLOWMINE PIPE)	LF		140.00	140.00	\$12.30	140.00	\$0.00
2.	HAYES INVOICE NO. 1093048 (6 X 12 SS CASING SPACERS)	EA		18.00	18.00	\$70.00	18.00	\$0.00
2.	HAYES INVOICE NO. 1093048 (6 X 12 PULL ON END SEAL)	EA		4.00	4.00	\$49.00	4.00	\$0.00
2.	HAYES INVOICE NO. 1093048 (8 X 16 SS CASING SPACER)	EA		158.00	158.00	\$83.00	158.00	\$0.00
2.	HAYES INVOICE NO. 1093048 (8 X 16 PULL ON END SEAL)	EA		16.00	16.00	\$53.00	16.00	\$0.00
3.	HAYES INVOICE NO. 1093312 (16" X .3125 STEEL CASING)	LF		880.00	880.00	\$44.75	880.00	\$0.00
4.	HAYES INVOICE NO. 1093412 (2" 440 SEWAGE AIR VALVE)	EA		4.00	4.00	\$1,750.00	4.00	\$0.00
5.	HAYES INVOICE NO. 1093420 (8" SDR21 CL 200 YELLOWMINE PIPE)	LF		560.00	560.00	\$20.40	560.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (6" MJ 45 BEND)	EA		6.00	6.00	\$370.00	6.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (8" MJ 22-1/2 BEND)	EA		8.00	8.00	\$480.00	8.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (8" MJ 11-1/4 BEND)	EA		6.00	6.00	\$470.00	6.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (8" MJ 45 BEND)	EA		13.00	13.00	\$483.00	13.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (8" MJ SLEEVE)	EA		15.00	15.00	\$534.00	15.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (6" MJ SLEEVE)	EA		5.00	5.00	\$365.00	5.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (6" MJ WYE)	EA		2.00	2.00	\$615.00	2.00	\$0.00
6.	HAYES INVOICE NO. 1093413 (8" X 6" MJ REDUCER)	EA		2.00	2.00	\$426.00	2.00	\$0.00
START PAY ESTIMATE NO. 3								
7.	HAYES INVOICE NO. 1094385 (6" SDR21 CL200 PVC PIPE)	LF		60.00	60.00	\$8.85	60.00	\$0.00
7.	HAYES INVOICE NO. 1094385 (8" SDR21 CL200 PVC PIPE)	LF		3,960.00	3,960.00	\$14.55	3,960.00	\$0.00
8.	HAYES INVOICE NO. 1094387 (8" SDR21 CL200 PVC PIPE)	LF		4,320.00	4,320.00	\$14.55	4,320.00	\$0.00
9.	HAYES INVOICE NO. 1095843 (8" MJ PLUG VALVE)	EA		4.00	4.00	\$1,720.00	4.00	\$0.00
10.	HAYES INVOICE NO. 1096774 (12" X 24" SS CASING SPACER)	EA		186.00	186.00	\$134.00	186.00	\$0.00
10.	HAYES INVOICE NO. 1096774 (12" X 24" END SEAL)	EA		20.00	20.00	\$76.00	20.00	\$0.00
10.	HAYES INVOICE NO. 1096774 (18" X 30" SS CASING SPACER)	EA		220.00	220.00	\$164.00	220.00	\$0.00
10.	HAYES INVOICE NO. 1096774 (18" X 30" END SEAL)	EA		20.00	20.00	\$90.00	20.00	\$0.00
11.	HAYES INVOICE NO. 1096775 (6" FLG PLUG VALVE)	EA		4.00	4.00	\$1,300.00	4.00	\$0.00
11.	HAYES INVOICE NO. 1096775 (6" FLG CHECK VALVE W/ LEVER)	EA		4.00	4.00	\$2,950.00	4.00	\$0.00
12.	HAYES INVOICE NO. 1096776 (12" BELL RESTRAINT)	EA		68.00	68.00	\$225.00	68.00	\$0.00
12.	HAYES INVOICE NO. 1096776 (18" BELL RESTRAINT)	EA		64.00	64.00	\$690.00	64.00	\$0.00

ITEM	DESCRIPTION	Unit of Meas.	RECEIVED THIS PERIOD	Previous Month's Quantity	Month's Change in Quantity	ORIGINAL INVOICE AMOUNT	AMOUNT INSTALLED TO DATE	VALUE OF INVOICED MATERIAL
13.	HAYES INVOICE NO. 1096777 (6" MJ WYE 401 COATED)	EA		2.00	2.00	\$615.00	2.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ WYE 401 COATED)	EA		1.00	1.00	\$857.00	1.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (12" MJ TEE 401 COATED)	EA		3.00	3.00	\$1,596.00	3.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ TEE 401 COATED)	EA		1.00	1.00	\$790.00	1.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ 45 BEND 401 COATED)	EA		1.00	1.00	\$530.00	1.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (12" MJ X PE 45 BEND 401 COATED)	EA		3.00	3.00	\$946.00	3.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (6" MJ 90 BEND 401 COATED)	EA		2.00	2.00	\$417.00	2.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ 90 BEND 401 COATED)	EA		2.00	2.00	\$530.00	2.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (12" MJ 90 BEND 401 COATED)	EA		3.00	3.00	\$1,029.00	3.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (18" MJ ACC KIT)	EA		6.00	6.00	\$110.00	6.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (12" MJ ACC KIT)	EA		15.00	15.00	\$60.00	15.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ ACC KIT)	EA		11.00	11.00	\$35.00	11.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (6" MJ ACC KIT)	EA		12.00	12.00	\$32.00	12.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (6" X 4" FLG REDUCER 401 COATED)	EA		4.00	4.00	\$440.00	4.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (6" FLG 90 BEND 401 COATED)	EA		12.00	12.00	\$595.00	12.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ 11-1/4 BEND 401 COATED)	EA		7.00	7.00	\$470.00	7.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (6" MJ TRANS ACC KIT)	EA		2.00	2.00	\$40.00	2.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ TRANS ACC KIT)	EA		6.00	6.00	\$42.00	6.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (18" MJ TRANS ACC KIT)	EA		4.00	4.00	\$139.97	4.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (18" MJ X SDR35 TRANS GASKET)	EA		6.00	6.00	\$160.00	6.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (12" MJ X SDR35 TRANS GASKET)	EA		15.00	15.00	\$65.00	15.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (8" MJ X SDR35 TRANS GASKET)	EA		10.00	10.00	\$35.00	10.00	\$0.00
13.	HAYES INVOICE NO. 1096777 (6" MJ X SDR35 TRANS GASKET)	EA		10.00	10.00	\$30.00	10.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (6" X .25 BARE STEEL CASING)	LF		560.00	560.00	\$19.50	560.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (12" X .25 BARE STEEL CASING)	LF		120.00	120.00	\$28.00	120.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (16" X .3125 BARE STEEL CASING)	LF		160.00	160.00	\$44.75	160.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (24" X .438 BARE STEEL CASING)	LF		1,120.00	1,120.00	\$104.00	1,120.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (30" X .50 BARE STEEL CASING)	LF		780.00	780.00	\$152.50	780.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (24" X .438 COATED STEEL CASING)	LF		120.00	120.00	\$140.00	120.00	\$0.00
14.	HAYES INVOICE NO. 1097117 (30" X .50 COATED STEEL CASING)	LF		240.00	240.00	\$174.00	240.00	\$0.00
15.	HAYES INVOICE NO. 1097131 (12" X 14' SDR26 SEWER PVC PIPE)	LF		2,688.00	2,688.00	\$26.60	2,688.00	\$0.00
16.	HAYES INVOICE NO. 1097133 (12" X 14' SDR26 SEWER PVC PIPE)	LF		2,688.00	2,688.00	\$26.60	2,688.00	\$0.00
17.	HAYES INVOICE NO. 1097135 (12" X 20' SDR26 SEWER PVC PIPE)	LF		2,560.00	2,560.00	\$26.60	2,560.00	\$0.00
18.	HAYES INVOICE NO. 1097137 (8" SDR21 CL 200 PVC PIPE GREEN)	LF		720.00	720.00	\$14.55	720.00	\$0.00
18.	HAYES INVOICE NO. 1097137 (12" X 14' SDR26 SEWER PVC PIPE)	LF		1,288.00	1,288.00	\$26.60	1,288.00	\$0.00
18.	HAYES INVOICE NO. 1097137 (12" X 20' SDR26 SEWER PVC PIPE)	LF		880.00	880.00	\$26.60	880.00	\$0.00
19.	HAYES INVOICE NO. 1097139 (8" SDR21 CL200 PVC PIPE)	LF		760.00	760.00	\$14.55	760.00	\$0.00
19.	HAYES INVOICE NO. 1097139 (18" X 14' SDR26 SEWER PVC PIPE)	LF		770.00	770.00	\$42.40	770.00	\$0.00
20.	HAYES INVOICE NO. 1097140 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
21.	HAYES INVOICE NO. 1097141 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
22.	HAYES INVOICE NO. 1097142 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
23.	HAYES INVOICE NO. 1097143 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
24.	HAYES INVOICE NO. 1097144 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00

ITEM	DESCRIPTION	Unit of Meas.	RECEIVED THIS PERIOD	Previous Month's Quantity	Month's Change in Quantity	ORIGINAL INVOICE AMOUNT	AMOUNT INSTALLED TO DATE	VALUE OF INVOICED MATERIAL
25.	HAYES INVOICE NO. 1097145 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
26.	HAYES INVOICE NO. 1097146 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
27.	HAYES INVOICE NO. 1097150 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
28.	HAYES INVOICE NO. 1097152 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
29.	HAYES INVOICE NO. 1097155 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
30.	HAYES INVOICE NO. 1097156 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
31.	HAYES INVOICE NO. 1097157 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
32.	HAYES INVOICE NO. 1097158 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
33.	HAYES INVOICE NO. 1097159 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
34.	HAYES INVOICE NO. 1097160 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
35.	HAYES INVOICE NO. 1097161 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
36.	HAYES INVOICE NO. 1097162 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
37.	HAYES INVOICE NO. 1097163 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
38.	HAYES INVOICE NO. 1097164 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
39.	HAYES INVOICE NO. 1097165 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,050.00	1,050.00	\$42.40	1,050.00	\$0.00
40.	HAYES INVOICE NO. 1097166 (18" X 14' SDR26 SEWER PVC PIPE)	LF		1,008.00	1,008.00	\$42.40	1,008.00	\$0.00
41.	HAYES INVOICE NO. 1097671 (48" X 0-8 CONCRETE MANHOLE)	EA		3.00	3.00	\$1,809.00	3.00	\$0.00
41.	HAYES INVOICE NO. 1097671 (48" EXTRA DEPTH MANHOLE)	VF		4.00	4.00	\$105.00	4.00	\$0.00
41.	HAYES INVOICE NO. 1097671 (6" X 50' ROLL JOINT WRAP)	EA		2.00	2.00	\$85.00	2.00	\$0.00
42.	HAYES INVOICE NO. 1097674 (48" X 0-8 CONCRETE MANHOLE)	EA		3.00	3.00	\$1,809.00	3.00	\$0.00
42.	HAYES INVOICE NO. 1097674 (48" EXTRA DEPTH MANHOLE)	VF		12.00	12.00	\$105.00	12.00	\$0.00
42.	HAYES INVOICE NO. 1097674 (6" X 50' ROLL JOINT WRAP)	EA		3.00	3.00	\$85.00	3.00	\$0.00
43.	HAYES INVOICE NO. 1098009 (48" X 0-8 CONCRETE MANHOLE)	EA		3.00	3.00	\$1,809.00	3.00	\$0.00
43.	HAYES INVOICE NO. 1098009 (48" EXTRA DEPTH MANHOLE)	VF		9.00	9.00	\$105.00	9.00	\$0.00
43.	HAYES INVOICE NO. 1098009 (6" X 50' ROLL JOINT WRAP)	EA		2.00	2.00	\$85.00	2.00	\$0.00
44.	HAYES INVOICE NO. 1098010 (48" X 0-8 CONCRETE MANHOLE)	EA		3.00	3.00	\$1,809.00	3.00	\$0.00
44.	HAYES INVOICE NO. 1098010 (48" EXTRA DEPTH MANHOLE)	VF		8.00	8.00	\$105.00	8.00	\$0.00
44.	HAYES INVOICE NO. 1098010 (6" X 50' ROLL JOINT WRAP)	EA		2.00	2.00	\$85.00	2.00	\$0.00
START PAY ESTIMATE NO. 4								
45.	HAYES INVOICE NO. 1099755 (96" DIA. x 18.07 VF WETWELL L.S. HWY27)	EA		1.00	1.00	\$25,230.00	1.00	\$0.00
46.	HAYES INVOICE NO. 1099755 (6" X 50' ROLL JOINT WRAP)	EA		1.00	1.00	\$85.00	1.00	\$0.00
47.	HAYES INVOICE NO. 1099757 (18" X 20' SDR26 SEWER PVC PIPE)	LF		1,000.00	1,000.00	\$42.40	1,000.00	\$0.00
48.	HAYES INVOICE NO. 1099768 (18" X 20' SDR26 SEWER PVC PIPE)	LF		620.00	620.00	\$42.40	210.00	\$17,384.00

ITEM	DESCRIPTION	Unit of Meas.	RECEIVED THIS PERIOD	Previous Month's Quantity	Month's Change in Quantity	ORIGINAL INVOICE AMOUNT	AMOUNT INSTALLED TO DATE	VALUE OF INVOICED MATERIAL
49.	HAYES INVOICE NO. 1100669 (32" MANHOLE FRAME & COVER)	EA		92.00	92.00	\$460.00	92.00	\$0.00
50.	HAYES INVOICE NO. 1101100 (48" X 0-8' MANHOLE)	EA		2.00	2.00	\$1,809.00	2.00	\$0.00
50.	HAYES INVOICE NO. 1101100 (60" X 8.07VF' MANHOLE)	EA		1.00	1.00	\$3,200.00	1.00	\$0.00
50.	HAYES INVOICE NO. 1101100 (6" X 50' ROLL JOINT WRAP)	EA		3.00	3.00	\$85.00	3.00	\$0.00
	START PAY ESTIMATE NO. 5							
51.	HAYES INVOICE NO. 1102515 (48" X 0-8' MANHOLE)	EA		4.00	4.00	\$1,809.00	4.00	\$0.00
	HAYES INVOICE NO. 1102515 (48" EXTRA DEPTH MANHOLE)	VF		11.00	11.00	\$105.00	11.00	\$0.00
	HAYES INVOICE NO. 1102515 (6" X 50' ROLL JOINT WRAP)	EA		3.00	3.00	\$85.00	3.00	\$0.00
52.	HAYES INVOICE NO. 1104801 (96" X 21.65 VF WETWELL L.S. FM127)	EA		1.00	1.00	\$28,130.00	1.00	\$0.00
53.	HAYES INVOICE NO. 1105698 (48" X 0-8' MANHOLE)	EA		3.00	3.00	\$1,809.00	3.00	\$0.00
53.	HAYES INVOICE NO. 1105698 (48" EXTRA DEPTH MANHOLE)	VF		8.00	8.00	\$105.00	8.00	\$0.00
53.	HAYES INVOICE NO. 1105698 (6" X 50' ROLL JOINT WRAP)	EA		3.00	3.00	\$85.00	3.00	\$0.00
	START PAY ESTIMATE NO. 6							
54.	HAYES INVOICE NO. 1107426 (24" X .438 STEEL CASING)	LF		100.00	100.00	\$104.00	60.00	\$4,160.00
54.	HAYES INVOICE NO. 1107426 (30" X .50 STEEL CASING)	LF		580.00	580.00	\$152.50	170.00	\$62,525.00
55.	HAYES INVOICE NO. 1110379 (48" X 0-8' MANHOLE)	EA		3.00	3.00	\$1,809.00	3.00	\$0.00
55.	HAYES INVOICE NO. 1110379 (48" EXTRA DEPTH MANHOLE)	VF		10.00	10.00	\$105.00	10.00	\$0.00
55.	HAYES INVOICE NO. 1110379 (6" X 50' ROLL JOINT WRAP)	EA		3.00	3.00	\$85.00	3.00	\$0.00
56.	HAYES INVOICE NO. 1110563 (48" X 0-8' MANHOLE)	EA		2.00	2.00	\$1,809.00	2.00	\$0.00
56.	HAYES INVOICE NO. 1110563 (48" EXTRA DEPTH MANHOLE)	VF		11.00	11.00	\$105.00	11.00	\$0.00
56.	HAYES INVOICE NO. 1110563 (6" X 50' ROLL JOINT WRAP)	EA		2.00	2.00	\$85.00	2.00	\$0.00
					-			
57.	HAYES INVOICE NO. 1110585 (60" X 21.38 VF MANHOLE)	EA		1.00	1.00	\$5,510.00	1.00	\$0.00
57.	HAYES INVOICE NO. 1110585 (6" X 50' ROLL JOINT WRAP)	EA		1.00	1.00	\$85.00	1.00	\$0.00
	START PAY ESTIMATE NO. 7							
58.	CARTER EQUIPMENT INVOICE NO. 9934-2 (FM 127 L.S. CONTROL PANEL)	LS		1.00	1.00	\$28,800.00	1.00	\$0.00
59.	CARTER EQUIPMENT INVOICE NO. 9935-2 (HWY 271 L.S. CONTROL)	LS		1.00	1.00	\$28,800.00	1.00	\$0.00
	START PAY ESTIMATE No. 8, No. 9, No.10, No. 11, No. 12, No. 13 & No. NONE							

Total Material on Hand Amount \$84,069.00

INVOICE

Check Remit To:
 RailPros Field Services, Inc.
 Lockbox - Denver #5205
 PO Box 5205
 Denver, CO 80217-5205
 Phone: (682) 223-6897
 accounting.fs@railpros.com

Invoice To
WICKER CONSTRUCTION INC.

9640 Wallace Lake Road
 Shreveport, LA 71106

Location: Mt Pleasant, TX

Period: Services from 12/01/2025 through 12/17/2025

Description: *Utilities* PLX - Jack & Bore - Mt Pleasant, TX - Pine Bluff Sub - MP 482.48 - 0785821

Total Due : \$28,315.00

Invoice Number : WC5779120251231
Invoice Date : 12 Jan 2026
PO Number : 1129
Task Order Number : 57791-F

DESCRIPTION	QUANTITY	RATE	AMOUNT
Darren McAdoo			
Night shift (Days)	2.00	\$1,285.00	\$2,570.00
Night overtime hours (Hours)	9.00	\$164.00	\$1,476.00
Collin Worley			
Standard shift (Days)	13.00	\$1,018.00	\$13,234.00
Overtime hours (Hours)	35.00	\$145.00	\$5,075.00
Weekend shift (Days)	4.00	\$1,285.00	\$5,140.00
Weekend overtime hours (Hours)	5.00	\$164.00	\$820.00

TOTAL: \$28,315.00

Thank you for your business!
Terms: Due on receipt



RailPros Field Services, Inc.
 5605 N Macarthur Blvd Ste 650
 Irving TX 75038-2622
 United States

Invoice
 Invoice #: WCTX2512
 Invoice Date: 1/8/2026

Bill To

Wicker Construction, Inc.
 PO Box 6765
 Shreveport LA 71136-6765
 United States

TOTAL

\$26,600.00

Project

0785821U Wicker Construction, Inc. - Mt. Pleasant,
 TX - 0785821

Terms

Net 30

Due Date

2/7/2026

PO #

1129

Quantity	Item	Rate	Amount
2	Utility Observation - Mobilization	1000	\$2,000.00
11	Utility Observation - Surcharge (1)	300	\$3,300.00
10	Utility Observation - Weekdays	1400	\$14,000.00
27.5	Utility Observation - Weekday Overtime	200	\$5,500.00
1	Utility Observation - Nights & Weekend	1400	\$1,400.00
2	Utility Observation - Nights & Weekends Overtime	200	\$400.00
Subtotal			\$26,600.00
Tax Total (%)			\$0.00
Total			\$26,600.00



WCTX2512

PO Box 834
 Emory, TX 75440
 +19034735150
 www.bylinesurveying.com



BILL TO
 WICKER CONSTRUCTION,
 INC.- JAMES TOWNSEND

Invoice / Job# 2025-1421

DATE 10/29/2025 **TERMS** Due on receipt

DUE DATE 10/29/2025

ACTIVITY	QTY	RATE	AMOUNT
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TOPOGRAPHY

11/17/25- BORE
 33.11888889 -94.97166667

REF.: FOLDER NO. 0785821

THE 50% NON-REFUNDABLE DEPOSIT IS CURRENTLY DUE IN THE AMOUNT OF \$2,700.00

REMAINING BALANCE DUE UPON COMPLETION

There is a 50% non-refundable deposit due at the time an order is placed for any quote amount that is equal to or exceeds \$1,000.00.

Please reference invoice number on payment.

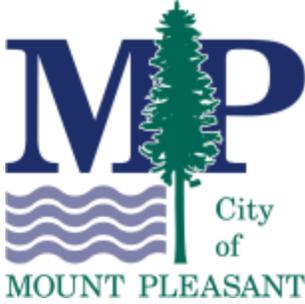
Do not staple payment to invoice.

Thank you for your business!

SUBTOTAL	5,400.00
TAX	0.00
TOTAL	5,400.00
PAYMENT	5,400.00

TOTAL DUE \$0.00

PAID



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Erin Marshall, Utilities Director

Department: Utilities

Subject: Consider pay request #9 to J2 Construction for work performed at the Industrial Park Lift Station.

Item Summary:

The current Industrial Park Lift Station is at maximum capacity with the addition of Local Bounti to the sewer system. The Industrial Park Lift Station Project is the replacement of a 6-inch force main with an 8-inch force main. The removal of the existing wet well and the installation of a larger well for more capacity with larger pumps to handle the higher flow. Lastly, the installation of an onsite generator for backup power and a new privacy fence to enclose the larger footprint of the well. In doing this project this increases the sewer systems capacity in the area to promote future growth.

Financial Impact:

Budgeted Amount: 2,600,000
Contract Amount: 1,440,242
Contract start date: April 7, 2025
Substantial Completion: January 2, 2026
Previous Payments Total: 1,239,530.06
Previous Amounts Percent: 86%
Current Pay Request: 35,551.39
Percent Total with request: 93.19%
Percent of time: 100%

Recommendation(s):

motion to approve consent agenda items

Attachments:

[102055 PE No. 9](#)



a Pape-Dawson company

PROGRESS ESTIMATE

140 E. TYLER ST., SUITE 600
LONGVIEW, TX 75601
903.236.7700

Estimate No.: 9

Date: February 4, 2026

Project: Industrial Lift Station and Force Main

Period: From:101/01/2026 To: 01/31/2026

Contractor: J 2 Construction Services, LLC

Address: 3603 Brent Rd., Longview TX 75604

Amount of Contract as Awarded: \$1,440,272.00

Change Orders:

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

Total Change Orders: \$0.00

Total Adjusted Contract: \$1,440,272.00

Notice to Proceed Date: April 7, 2025

Contract Time: 300 Days

% Complete (Time) 101.00%

% Complete (\$) 93.19%

Project No: 102055

PREVIOUS PAYMENTS AUTHORIZED

#1	<u>242,303.68</u>	#10	_____
#2	<u>80,076.07</u>	#11	_____
#3	<u>111,110.19</u>	#12	_____
#4	<u>78,212.03</u>	#13	_____
#5	<u>183,318.33</u>	#14	_____
#6	<u>165,262.48</u>	#15	_____
#7	<u>294,657.85</u>	#16	_____
#8	<u>84,589.43</u>	#17	_____
#9	_____	#18	_____

Total Payments Previously Authorized: \$1,239,530.06

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
SCHEDULE 1 - GENERAL								
1.01	Mobilization, Insurance, Bonds	LS	1	1.00		1.00	\$47,600.00	\$47,600.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	1.00		1.00	\$7,950.00	\$7,950.00
1.03	Clearing and Grubbing	AC	1	1.00		1.00	\$26,700.00	\$26,700.00
1.04	Force Main Testing	LS	1	1.00		1.00	\$13,000.00	\$13,000.00
1.05	Temporary Bypass Pumping	LS	1	1.00		1.00	\$91,200.00	\$91,200.00
1.06	Care of Water During Construction	LS	1	1.00		1.00	\$2,200.00	\$2,200.00
1.07	Stormwater Pollution Prevention	LS	1	1.00		1.00	\$13,650.00	\$13,650.00
1.08	Excavation Safety	LS	1	1.00		1.00	\$2,200.00	\$2,200.00
1.09	Trench Safety	LF	7,790	7,790.00		7,790.00	\$0.50	\$3,895.00
1.10	Demo Existing Lift Station Site	LS	1	1.00		1.00	\$14,300.00	\$14,300.00
1.11	Foundation Material for Trench	CU	1,400	0.00		0.00	\$49.00	\$0.00
1.12	8-in SDR 21 PVC Force Main	LF	***7,075	7,075.00		7,075.00	\$38.00	\$268,850.00
1.13	8-in SDR 21 Restrainted Joint PVC Force Main by Directional Drill	LF	***1,611	1,611.00		1,611.00	\$81.00	\$130,491.00
1.14	Air Release Valve	EA	6	6.00		6.00	\$1,950.00	\$11,700.00
1.15	Cut, Plug, and Abandon Existing Force Main	EA	4	4.00		4.00	\$1,324.00	\$5,296.00
1.16	8-in Plug Valve Assembly	EA	5	5.00		5.00	\$4,305.00	\$21,525.00
1.17	Open Cut and Repair Asphalt	SY	***216	261.00		261.00	\$57.00	\$14,877.00
1.18	Open Cut and Repair Concrete	SY	18	18.00		18.00	\$263.00	\$4,734.00
1.19	Open Cut and Repair Gravel	SY	***63	368.00		368.00	\$27.00	\$9,936.00
1.20	Remove and Replace Barbed Wire Fence	LF	40	0.00	40.00	40.00	\$32.00	\$1,280.00
1.21	Connect to Existing Force Main	EA	1	1.00		1.00	\$8,950.00	\$8,950.00
1.22	Existing Air Releases Valve Abandonment	EA	3	3.00		3.00	\$395.00	\$1,185.00
1.23	Sanitary Lift Station Improvements	LS	1	1.00		1.00	\$359,360.00	\$359,360.00
1.24	Lift Station Coating System	LS	1	1.00		1.00	\$44,000.00	\$44,000.00
1.25	2,000 LBS Capacity Electric Crane	EA	1	1.00		1.00	\$16,450.00	\$16,450.00
1.26	Wooden Privacy Fence with Gates	LF	105	0.00	105.00	105.00	\$74.00	\$7,770.00
1.27	Asphalt Driveway at Lift Station	SY	138	0.00		0.00	\$76.00	\$0.00
1.28	100-kW Generator	LS	1	1.00		1.00	\$85,155.00	\$85,155.00
1.29	Electrical Improvements	LS	1	0.90	0.10	1.00	\$84,735.00	\$84,735.00
1.30	Electrical Power System Studies	LS	1	0.00	1.00	1.00	\$8,925.00	\$8,925.00
1.31	Seed and Fertilize	AC	2	2.00		2.00	\$2,260.00	\$4,520.00
1.32	Miscellaneous Allowance	AL	1	0.00		0.00	5*\$22,837.00	\$0.00
***1.33	Cost of Sleeves and Restraints	LS	1	0.00		0.00	\$6,945.00	\$0.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
*FIELD WORK ORDER No. 1								
*FWO 1.1	Furnish and Install 14-in PVC Casing over Existing	LF	40	40.00		40.00	\$72.00	\$2,880.00
**FIELD WORK ORDER No. 2								
*FWO 2.1	Add 6-in Water Line Conflict Avoidance	LS	1	1.00		1.00	\$2,461.00	\$2,461.00
*FWO 2.2	Add 12-in Water Line Conflict Avoidance	LS	1	1.00		1.00	\$3,360.00	\$3,360.00
****FIELD WORK ORDER No. 4								
****FWO4.1	12-in Waterline Crossing	LF	20	20.00		20.00	\$118.00	\$2,360.00
****FWO4.2	Furnish and Install 12-in RCP Culvert	LF	26	26.00		26.00	\$68.50	\$1,781.00
****FWO4.3	Furnish and Install 12-in C900 Culvert	LF	35	35.00		35.00	\$49.00	\$1,715.00
5* FIELD WORK ORDER No. 5								
⁵ *FWO5.1	Two Weeks Additional Bypass Pumping Due to Delays with Power Pole Set	LS	1	0.00	1.00	1.00	\$15,200.00	\$15,200.00

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

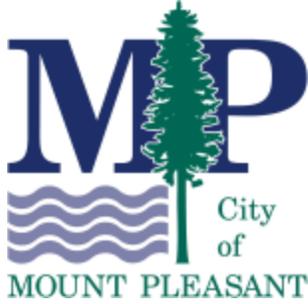
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality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

KSA ENGINEERS, INC.

By 
Date 02/04/2026

Approved: **CITY OF MOUNT PLEASANT**
By _____
Date _____

Total Amount to Date	\$1,342,191.00
Material on Hand	\$0.00
	<u>\$1,342,191.00</u>
Less 5% Retainage	<u>\$67,109.55</u>
Net Total	<u>\$1,275,081.45</u>
Less Previous Payments	<u>\$1,239,530.06</u>
Amount Payable to Contractor This Estimate	<u>\$35,551.39</u>



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Gillian Gatewood, Finance Director

Department: Finance

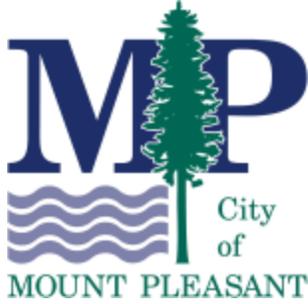
Subject: Monthly Financial Report for Month Ended January 31, 2026

Item Summary:

The Monthly Financial Report for the City of Mount Pleasant, Texas, for the month ended January 31, 2026 is hereby submitted.

Recommendation(s):

No Motion Needed.



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: Discuss, consider and take appropriate action on First Amendment to Lease Agreement for Revive Aluminum, Inc (dba Aluminz).

Item Summary:

First Amendment to Lease Agreement for Revive Aluminum, Inc (dba Aluminz), extending feasibility period to May 30, 2026.

Financial Impact:

N/A

Recommendation(s):

Motion to approve First Amendment to Lease Agreement for Revive Aluminum, Inc (dba Aluminz).

Attachments:

[MPEDC Lease Agreement - First Amendment - Revive Aluminum Inc](#)

**FIRST AMENDMENT
TO
LEASE AGREEMENT**

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this “**Amendment**”) is made and entered into on the _____ day of _____, 2025 (the “**Effective Date**”) by and between the **MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION** (formerly the City of Mount Pleasant, Texas Industrial Development Corporation), a Texas non-profit corporation (hereinafter referred to as the “**MPEDC**”), and **REVIVE ALUMINUM, INC.**, a Texas corporation (“**Ground Lessee**”):

RECITALS

WHEREAS, on or about June 12, 2025, the MPEDC and Ground Lessee executed the original Lease Agreement (hereinafter referred to as the “**Agreement**”) concerning the Premises; and

WHEREAS, Section 5.1 of the Lease provides for a Feasibility Period of one hundred twenty (120) days, with a one-time option to extend by an additional sixty (60) days; and

WHEREAS, the parties desire to amend the Lease to extend the Feasibility Period to end on May 30, 2026, as set forth herein; and

WHEREAS, this Amendment has been approved by the Board of Directors of MPEDC and by the City Council of the City of Mount Pleasant, Texas, at a meeting called and held for that purpose, as required by Section 501.073(a) of the Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO AGREEMENT.

(a) **Amendment to Agreement.** That Section 5.1 of the Agreement is hereby amended to read as follows:

“5.1 The provisions set forth in Sections 5(e) and 5(g) of the Performance Agreement are incorporated herein by referenced. Notwithstanding anything to the contrary in this Lease or the Performance Agreement, in the event Tenant has not (a) obtained

all of Tenant's required permits, (b) obtained the executed and recordable documentation for access and installation of the required rail spur, or (c) satisfied its diligence investigations with respect to the Site Conditions in its reasonable satisfaction, then Tenant shall have for a period ending **May 30, 2026** (the "Feasibility Period"). Tenant shall have the right to terminate this Lease by providing written notice to Landlord at any time prior to the expiration of the Feasibility Period, as the same may be extended as set forth above, and in such event this Lease shall immediately terminate and any prepaid rents shall be promptly returned to Tenant, and Landlord and Tenant shall have no further obligations under this Lease, except for (i) any provisions set forth herein that expressly survive the expiration or earlier termination of this Lease and (ii) any terms of the Performance Agreement that address the parties obligations after such termination by Tenant."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Amendment:

- (a) **Agreement and Amendment.** All of the terms, conditions, and obligations of the Agreement, and any amendments remain in full force and effect except where specifically modified by this Amendment.
- (b) **Amendments.** This Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Amendment. No alteration of or amendment to this Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (c) **Applicable Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Titus County, Texas. Venue for any action arising under this Amendment shall lie in the state district courts of Titus County, Texas.
- (d) **Assignment.** This Amendment may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld.
- (e) **Binding Obligation.** This Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. MPEDC warrants and represents that the individual executing this Amendment on behalf of the MPEDC has full authority to execute this Amendment and bind the MPEDC to the same. Ground Lessee warrants and represents that the individual executing this Amendment on Ground Lessee's behalf has full authority to execute this Amendment and bind Ground Lessee to the same.
- (f) **Caption Headings.** Caption headings in this Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Amendment.

- (g) **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Effective Date.** The effective date (the “Effective Date”) of this Amendment shall be the date of the latter to execute this Amendment by Ground Lessee and the MPEDC.
- (i) **Severability.** The provisions of this Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Amendment.

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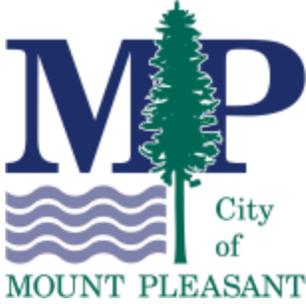
EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, which constitute but one and the same instrument, as of the day and year first above written. Upon the final execution hereof by MPEDC and Ground Lessee, the last to sign of such parties shall complete the date on the first page thereof.

MPEDC:
**MOUNT PLEASANT ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____
Kevin Carter, Executive Director
Date Signed: _____

GROUND LESSEE:
REVIVE ALUMINUM, INC.,
A Texas corporation,
d/b/a Aluminz Corporation

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



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: Discuss, consider and take appropriate action on First Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz).

Item Summary:

First Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz). Commence construction by June 1, 2026 and complete construction by June 30, 2028.

Financial Impact:

N/A

Recommendation(s):

Motion to approve First Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz).

Attachments:

[Aluminz First Amendment to PA](#)

**FIRST AMENDMENT
TO
PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the “First Amendment”) is made and entered into by and between the **MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION** (formerly the City of Mount Pleasant, Texas Industrial Development Corporation), a Texas non-profit corporation (hereinafter referred to as the “MPEDC”), and **REVIVE ALUMINUM, INC.**, a Texas corporation d/b/a Aluminz Corporation (hereinafter referred to as the “Developer”):

RECITALS:

WHEREAS, on or about June 15, 2025, the MPEDC and Developer entered into the original Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to Developer in connection with the development and construction of a state-of-the-art aluminum reprocessing facility (the “Facility”) on the Property; and

WHEREAS, the MPEDC and Developer now desire to amend Section 4(b) of the Original Agreement to amend the commence construction date of the Original Agreement.

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENTS TO ORIGINAL AGREEMENT.

(a) **Amendment to Original Agreement.** That Section 4(b) of the Original Agreement is hereby amended to read as follows:

“(b) **Qualified Expenditures.** Developer covenants and agrees to Commence Construction of the Qualified Expenditures by June 1, 2026. Further, Developer covenants and agrees to complete construction of the Qualified Expenditures by June 30, 2028. Developer covenants and agrees to submit to the MPEDC upon its request invoices, receipts, or other documentation in a form acceptable to the MPEDC for the Qualified Expenditures made to the Property in a minimum amount of **Forty-Five Million and No/100 Dollars (\$45,000,000.00)** by **February 1, 2028.**”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Titus County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Titus County, Texas.
- (c) **Assignment.** This First Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. MPEDC warrants and represents that the individual executing this First Amendment on behalf of the MPEDC has full authority to execute this First Amendment and bind the MPEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer's behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the MPEDC and Developer.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

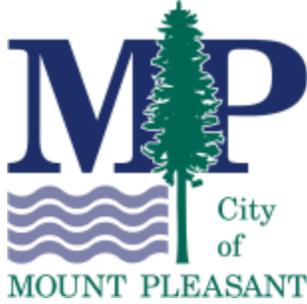
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

MPEDC:
**MOUNT PLEASANT ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____
Kevin Carter, Executive Director
Date Signed: _____

DEVELOPER:
REVIVE ALUMINUM, INC.,
A Texas corporation,
d/b/a Aluminz Corporation

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



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: Discuss, consider and take appropriate action on Second Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz).

Item Summary:

Early disbursement of Funds up to \$750,000: Developer may submit paid invoices to MPEDC for Qualified Expenditures, related to equipment, construction, or site preparation.

Financial Impact:

Up to \$750,000

Recommendation(s):

Motion to approve Second Amendment to Performance Agreement for Revive Aluminum, Inc (dba Aluminz). MPEDC board approved on January 27, 2026.

Attachments:

[Aluminz Second Amendment to PA](#)

**SECOND AMENDMENT
TO
PERFORMANCE AGREEMENT**

This **SECOND AMENDMENT TO PERFORMANCE AGREEMENT** (hereinafter referred to as the “Second Amendment”) is made and entered into by and between the **MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION** (formerly the City of Mount Pleasant, Texas Industrial Development Corporation), a Texas non-profit corporation (hereinafter referred to as the “MPEDC”), and **REVIVE ALUMINUM, INC.**, a Texas corporation d/b/a Aluminz Corporation (hereinafter referred to as the “Developer”):

RECITALS:

WHEREAS, on or about June 15, 2025, the MPEDC and Developer entered into the original Performance Agreement (hereinafter referred to as the “Original Agreement”) regarding financial assistance to Developer in connection with the development and construction of a state-of-the-art aluminum reprocessing facility (the “Facility”) on the Property; and

WHEREAS, on or about January 8, 2026, the MPEDC and Developer entered into a First Amendment of the Performance Agreement (hereinafter referred to as the “First Amendment”); and

WHEREAS, the MPEDC and Developer now desire to amend to add a Section 5(b)(3) to the Original Agreement to address the early disbursement of funds.

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.

(a) **Amendment to Original Agreement.** That Section 5(b)(3) is added to the Original Agreement as amended by the First Amendment and shall read as follows:

“(b)(3) **Early Disbursement of Funds: Up to Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00).** Developer may submit paid invoices to MPEDC for Qualified Expenditures, related to equipment, construction, or site preparation. Upon receipt of each invoice, MPEDC shall review and consider the reimbursement request on a case-by-case basis, in its sole discretion. Disbursements of early funds shall no longer be conditioned upon: developer obtaining the required financing for the Facility, or receipt of all necessary permits

and governmental approvals for the Facility.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Second Amendment:

- (a) **Amendments.** This Second Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Second Amendment. No alteration of or amendment to this Second Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Titus County, Texas. Venue for any action arising under this Second Amendment shall lie in the state district courts of Titus County, Texas.
- (c) **Assignment.** This Second Amendment may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Second Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. MPEDC warrants and represents that the individual executing this Second Amendment on behalf of the MPEDC has full authority to execute this Second Amendment and bind the MPEDC to the same. Developer warrants and represents that the individual executing this Second Amendment on Developer’s behalf has full authority to execute this Second Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Second Amendment.
- (f) **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Effective Date.** The effective date (the “Effective Date”) of this Second Amendment shall be the date of the latter to execute this Second Amendment by and between the MPEDC and Developer.
- (h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, the First Amendment, and any amendments remain in full force and effect except where specifically modified by this Second Amendment.

- (i) **Severability.** The provisions of this Second Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Second Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Second Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Second Amendment.

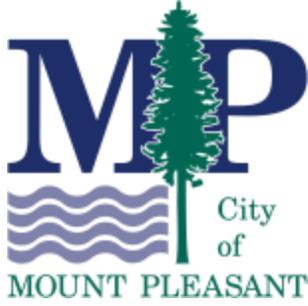
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

MPEDC:
MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Kevin Carter, Executive Director
Date Signed: _____

DEVELOPER:
REVIVE ALUMINUM, INC.,
A Texas corporation,
d/b/a Aluminz Corporation

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



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Kevin Carter, Executive Director

Department: IDC

Subject: Mount Pleasant EDC Quarterly Report Update



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Larry McRae, Fire Chief

Department: Fire Dept

Subject: Presentation of the Mt. Pleasant Fire Department 2025 Annual Report

Item Summary:

Presentation of the Mt. Pleasant Fire Department 2025 Annual Report

Financial Impact:

None

Recommendation(s):

None

Attachments:

[Memo for Agenda Item](#)

[Mt. Pleasant Fire Department Annual Report 2025](#)

Memorandum

TO: Mayor, Mayor Pro Tem & City Council

FROM: Larry McRae, Fire Chief/EMC/Fire Marshal

SUBJECT: Fire Department Annual Report for 2025

DATE: February 17, 2026

BACKGROUND: The annual report provides a clear and transparent account of the fire department's activities, performance, and use of resources over the past year. It documents emergency response workload, service outcomes, training, prevention efforts, and key accomplishments, helping elected officials, city leadership, and the public understand the scope and impact of the department's work.

The report also serves as a planning and decision-making tool. By identifying trends in call volume, risks, and operational demands, it supports informed discussions about staffing, equipment, and budget needs, and helps guide future priorities. Additionally, it creates an official record of the department's progress and challenges, strengthening accountability and supporting long-term strategic goals.

STATUS OF ISSUE: Presentation of the Fire Department Report for 2025

BUDGET: The report has no impact on the budget.

RECOMMENDATION: No recommendation to be made.

Attachments: Copy of the Annual Fire Department Report for 2025

CITY OF MOUNT PLEASANT FIRE DEPARTMENT



2025 Annual Report



City of Mount Pleasant Fire Department
728 East Ferguson Road
Mount Pleasant, Texas 75455
903-575-4144

Message from the Fire Chief

I am pleased to present the Mount Pleasant Fire Department's 2025 Annual Report. This report highlights the activities, accomplishments, and dedication of our members, while also providing important statistical comparisons of prior years that help illustrate the evolving demands placed on our department.



We are fortunate to serve a community that values public safety and supports high-quality fire and rescue services. The continued leadership and commitment of our Mayor, City Council, and City Manager allow us to focus on delivering the best possible service to the citizens of Mount Pleasant and the surrounding areas.

2025 marked the second year of providing fire protection services to Titus County under the fire protection agreement between the City and County, which included a 50 percent reduction in funding from the previous agreement. Despite these financial challenges, the department was able to restore one of the five firefighter positions, helping us better meet service demands while maintaining operational readiness.

As reflected in this report, overall incident activity increased by 7.8 percent in 2025. Notably, incidents within Titus County rose by 17.1 percent, compared to a 3.1 percent increase within the city. This continued growth in call volume underscores the expanding service demands placed on our personnel and resources.

The City of Mount Pleasant experienced continued growth throughout 2025. The development projects such as Anderson Town Crossing, new and expanding apartment complexes, 2 national chain stores chose to come to Mount Pleasant and increased other retail activity are reshaping our community. The new CHRISTUS medical facility was largely completed in 2025 and is scheduled to open in February 2026, while plans for several new hotels were submitted with construction expected to begin in 2026. These developments, along with increased vehicle traffic and visitors, will continue to impact the demand for fire and emergency services.

Despite these challenges, the members of the Mount Pleasant Fire Department remain committed to professionalism, preparedness, and service. I am proud of their dedication and resilience as they adapt to growth, increased call volume, and evolving community needs. It is an honor to serve alongside such a capable and committed team, and we look forward to continuing to protect and serve our community in the years ahead.

Respectfully submitted,

Handwritten signature in red ink.

MPFD Vision

The Mount Pleasant Fire Department is committed to providing trained and knowledgeable personnel prepared to respond to our growing community's needs. We strive to improve our organization, allowing us to provide the highest level of service possible to those in need.



MPFD Mission Statement

The Mount Pleasant Fire Department is dedicated to protecting lives, property and community resources through prevention, preparation, response, and mitigation.

MPFD Core Values



We will be guided by the following set of values:

Commitment-Dedication to our personal convictions for service to each other and the community.

Accountability-Holding ourselves and others accountable to a code of ethics derived from our own core values.

Innovation-Adapting to changing needs and technology, while respecting tradition.

Service-A calling to provide thoughtful customer care that exceeds expectations.

Accomplishments

- Continued the purchase of **P-25-compliant portable radios** to support migration to the **700 MHz radio system**. P-25 is the communications standard established by the State. The 700 MHz radios provide improved in-building coverage and greater transmission range.



- Discussions were continued with the Titus County Sheriff's Department, Titus Regional EMS, as well as the city and county school districts and college, regarding migration to the 700 MHz radio system owned and operated by the Mount Pleasant Police Department. The ultimate goal is to establish a Central Dispatch Center within the Police Department to provide seamless, coordinated dispatching for first responders serving both the City and the County. Communication challenges have consistently been identified as one of the top one to three areas needing improvement in after-action reviews from exercises and real-world incidents. Migration of all first responders to the 700 MHz system will virtually eliminate these communication issues.



- Continued the program that gives every firefighter a second set of turnout gear. This helps reduce exposure to cancer-causing contaminants after fighting structure fires. Cancer is one of the leading causes of firefighter deaths.
- Updated the alerting systems in both stations that is used to alert the firefighters of a call.

- Purchased new hoses and nozzles that allow applying water more efficiently to fires.

- Purchased gas monitoring meters to be better prepared when responding to incidents where toxic and/or explosive gases may be involved.



- Replaced out of date thermal imaging cameras with new ones that provide more accurate readings/view. The cameras allow firefighters to “see thru smoke” by detecting heat. These make locating victims in a fire quicker and/or helps find hot spots that might not otherwise be detected.



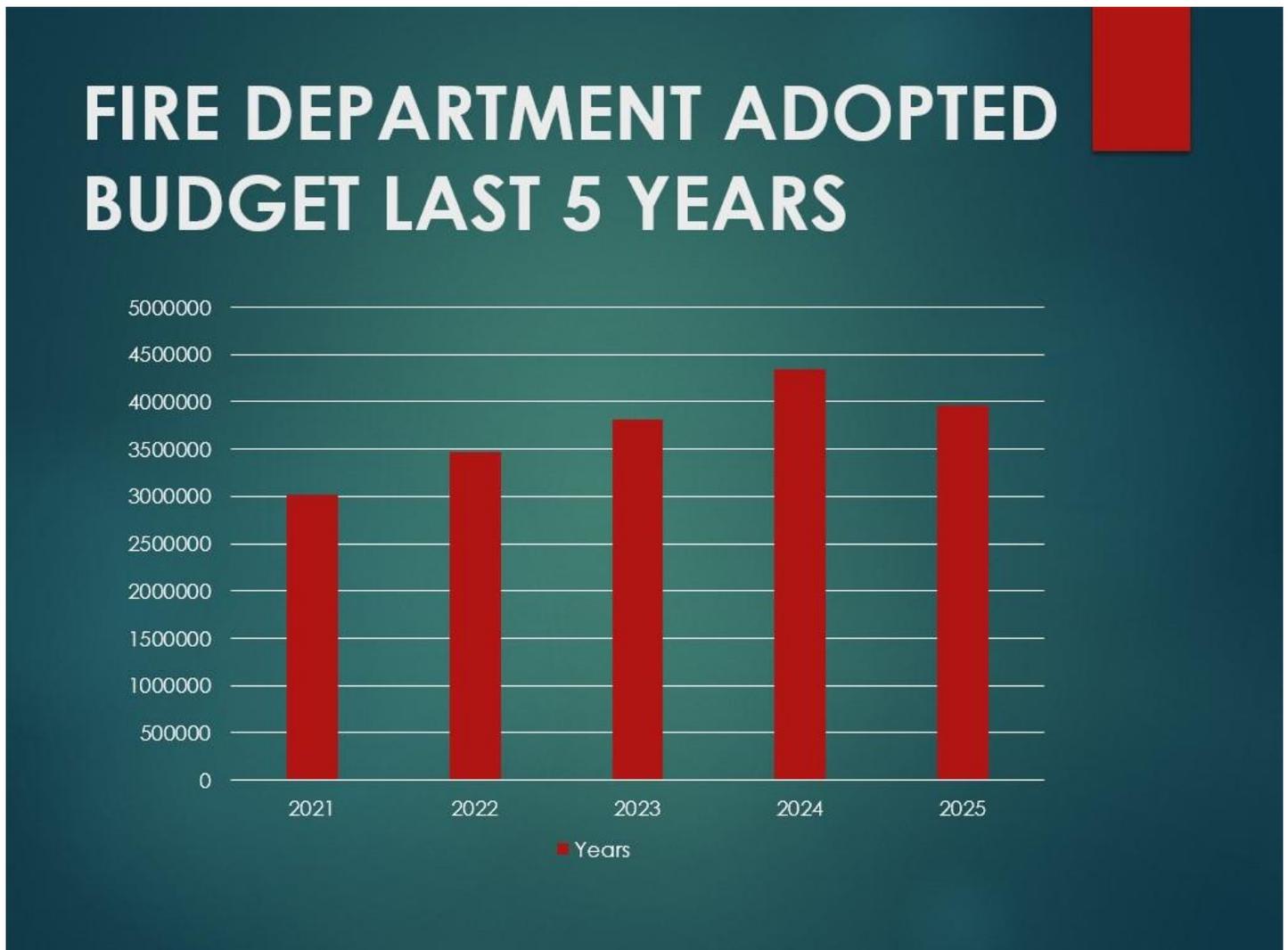
- Filled one of the five positions we lost when funding was reduced. Peyton Willis is our newest firefighter.



Budget

2025 marked the second consecutive year that the City received \$650,000 less from Titus County for providing fire protection services within the county. As a result, the Fire Department’s budget was reduced to \$3,965,568 for 2025—approximately a 9% decrease from the 2024 budget, as illustrated in the graph below.

Under the current fire protection agreement, the amount paid by the county to the City remains fixed for the full ten-year term unless both parties agree to an increase. If county funding is not increased, the City will be responsible for absorbing any future cost increases necessary to operate the Fire Department safely and efficiently.



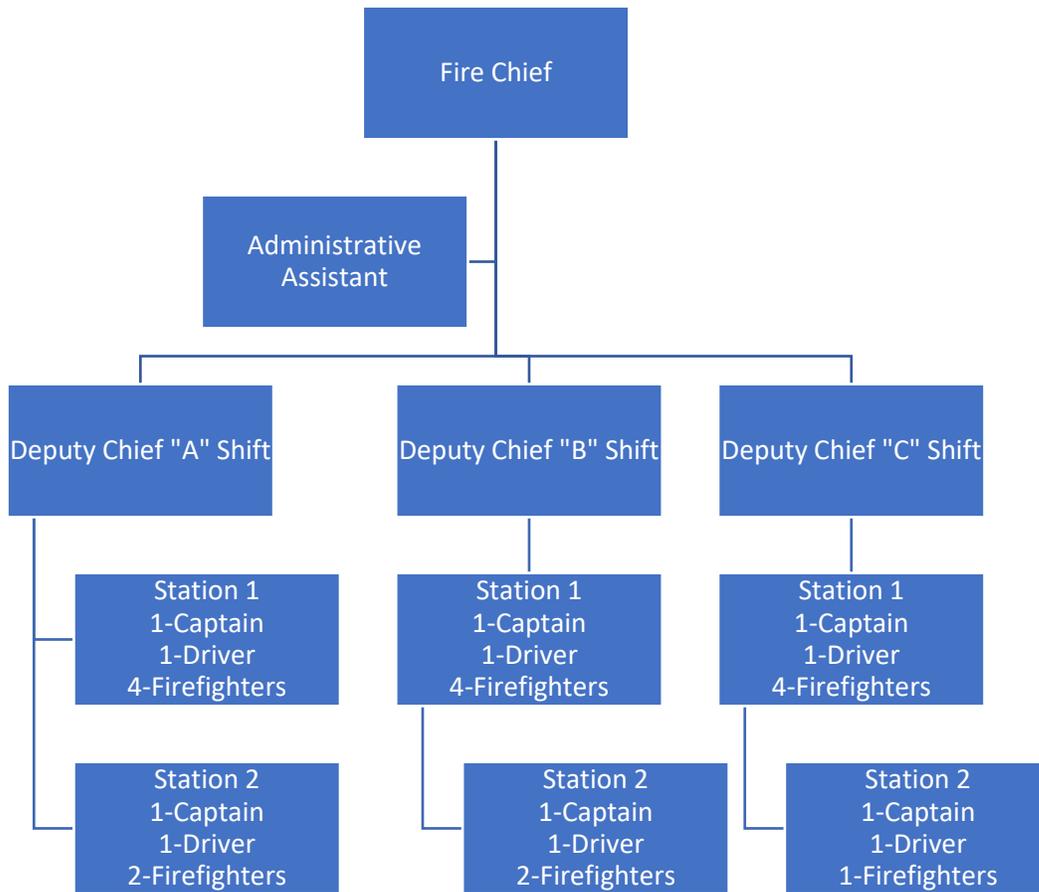
Personnel Years of Service

The Mount Pleasant Fire Department is fortunate to have officers and firefighters with many years of experience and training to provide fire/rescue services for our community as well as those who choose to travel through and/or stop and visit our community.

Command Staff	Years of Service	Firefighters	Years of Service
McRae, Larry	51	Rosewell, Kenny	27
Beard, Danny	38	Riley, James	25
Eubanks, Brad	33	Fry, Phil	23
Decker, Adam	30	Cook, Adam	23
Sanders, Casey	29	Hughes, Shannon	23
Hart, Eric	27	Craig, Cody	15
Rodriguez Aristeo	27	Williams, Aaron	14
Clark, Otis	26	Brown, Kirk	11
Dunn, Nick	14	Sitzes, Adrian	12
Pipes, Ranson	10	Daniels, Caleb	8
Total	285	Hall, Lance	8
Average	28.5	Stockinger, Bradley	8
		Russell, Riley	6
		Jessee, Trevor	6
		Collins, Jace	5
		Sessums, Connor	4
		Noll, Brandon	3
		Hickey, Adam	3
		Higginbotham, Chase	3
		Bassett, Josh	2
		Evans, Charles	2
		Cowan, Cannon	.6
		Hughes, Dylan	.6
		Willis, Peyton	.2
		Total	216
		Average	9.8

**COMBINED YEARS OF SERVICE
528.4 YEARS
AVERAGE COMBINED YEARS
OF SERVICE
15.1 YEARS**

Org Chart*



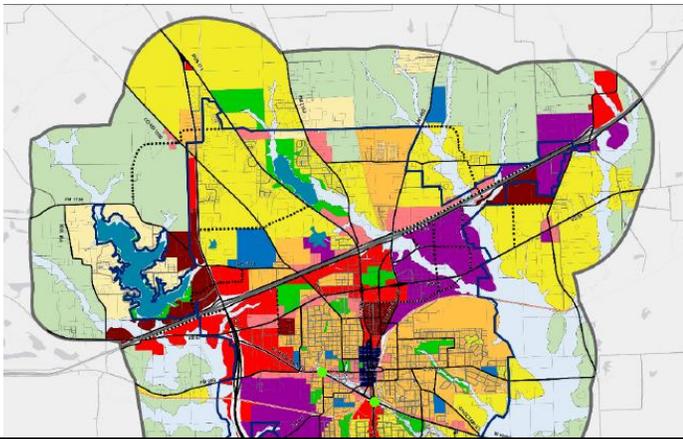
Volunteer Firefighters
2

Ladies Auxiliary
Numerous

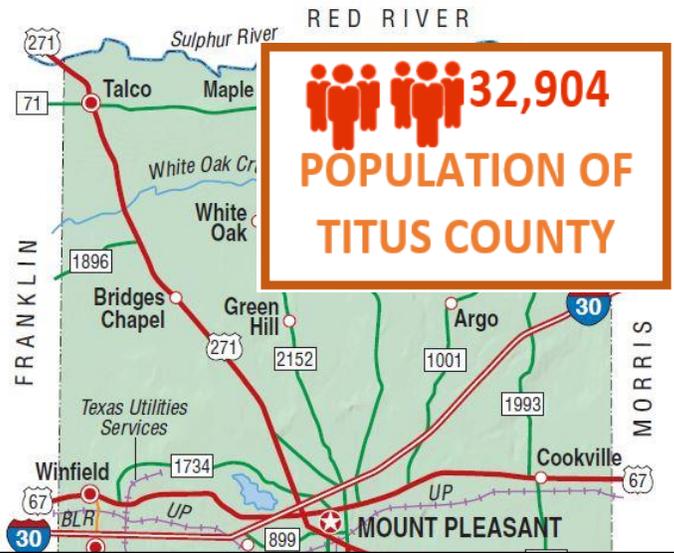
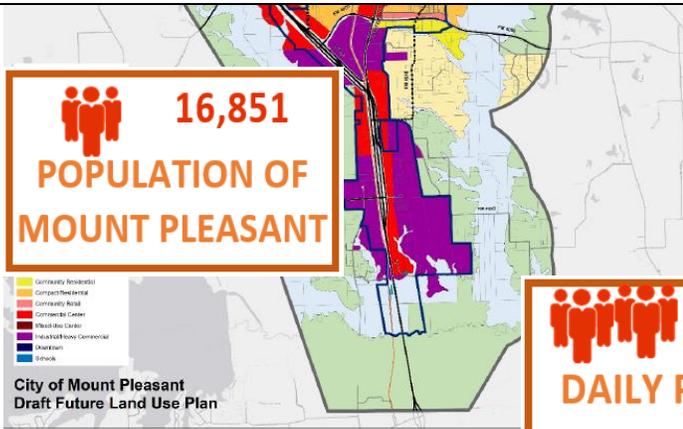
*Due to the loss of 4 firefighter positions, 2 shifts have 11 on duty and 1 shift has 10 on duty.
MINIMUM STAFFING IS 8 FIREFIGHTERS ON DUTY

Population/Areas Served

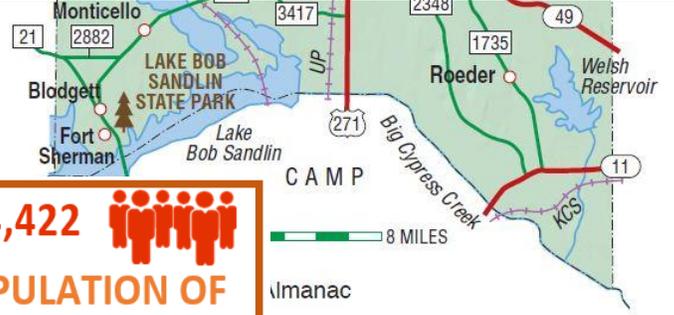
The City of Mount Pleasant and Titus County continue to attract new residents and businesses. Our proximity to mid-size cities such as Longview, Tyler and Texarkana as well as the Dallas/Ft. Worth metroplex provides easy access to what those locations have to offer, without having to live there. The access to transportation routes like I-30, Highways 271 and 49 are attractive to businesses. Mount Pleasant and Titus County also have many things that draw people daily. Mount Pleasant is a hub for Northeast Texas with a retail trade area population of 106,000. MPFD



City of Mount Pleasant-16 square miles



Titus County-426 square miles



Response to Incidents

These are only incidents where MPFD responded.

Response to Incidents City/County Combined

Incident Type	2024	2025	% up or down
Structure Fire	50	34	-32.0%
Vehicle Fire	37	32	-13.5%
Grass Fire	66	102	+54.5%
MVA	200	167	-16.5%
EMS 1 st Responder	114	98	-14.0%
Vehicle Extrication	14	18	+28.6%
False Alarms	118	135	+14.4%
Misc.	289	371	+28.4%
TOTAL	888	957	+7.8%

Response to City Incidents Only

Incident Type	2024	2025	% up or down
Structure Fire	21	17	-19.0%
Vehicle Fire	18	13	-27.8%
Grass Fire	19	23	+21.1%
MVA	114	91	-20.2%
EMS 1 st Responder	91	86	-5.5%
Vehicle Extrication	6	4	-33.3%
False Alarms	100	113	+13.8%
Misc.	220	260	+18.2%
TOTAL	589	607	+3.1%

Response to County Incidents Only

Incident Type	2024	2025	% up or down
Structure Fire	29	17	-41.4%
Vehicle Fire	18	19	+5.6%
Grass Fire	47	79	+68.1%
MVA	86	76	-11.6%
EMS 1 st Responder	23	12	-47.8%
Vehicle Extrication	8	14	+75.0%
False Alarms	18	22	+22.2%
Misc.	70	111	+58.6%
TOTAL	299	350	+17.1%

INCIDENTS RESPONDED TO BY EACH MPFD STATION	
CENTRAL STATION	STATION 2
465	492

OVERLAPPING INCIDENTS

Overlapping Incidents are those that occur at the same time as another incident. When this occurs, it could result in a delayed response, or no response to the overlapping call(s), if resources are already committed to the first incident and are unable to be released to respond to the overlapping incident(s).

In 2025 70 (7.31%) of 957 calls overlapped
In 2024 98 (11.04%) of 888 calls overlapped

:

Response to Significant Incidents-City

TOTAL CITY INCIDENTS 2025

Type of Incident	Number of Incidents	Avg. Time per Incident	Total Avg. Time Spent on Incidents
Structure Fire	17	2 hours	34
Vehicle Fire	13		
Grass Fire	23	.75 hours	17
MVA	91	.75 hours	68
EMS	86		
Extrication	4	1 hour	4
False Alarms	113		
Misc.	260		
TOTAL	607 (63.4%) 135 (42.1%)		123 (35.4%)

This is the amount/% of the 957 total incidents in the city & county.

This is the amount/% of the 321 total significant incidents in the city & county.

This is the amount/% of the 347 total hours spent on significant incidents in the city & county.

Response to Significant Incidents-County

TOTAL COUNTY INCIDENTS 2025

Type of Incident	Number of Incidents	Avg. Time per Incident	Total Avg. Time Spent on Incidents
Structure Fire	17	2 hours	34
Vehicle Fire	19		
Grass Fire	79	1.5 hours	119
MVA	76	.75 hours	57
EMS	12		
Extrication	14	1 hour	14
False Alarms	22		
Misc.	111		
TOTAL	350 (36.6%) 186 (57.9%)		224 (64.6%)

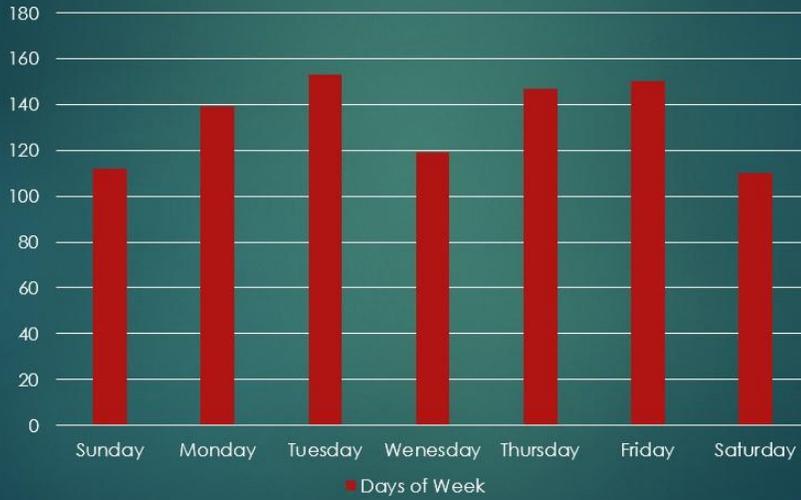
This is the amount/% of the 957 total incidents in the city & county.

This is the amount/% of the 321 significant total incidents in the city & county.

This is the amount/% of the 347 total hours spent on significant incidents in the city & county.

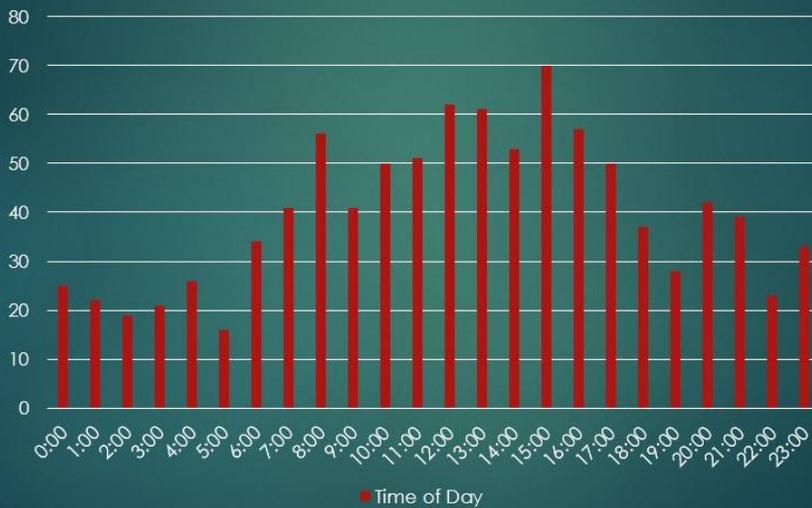
Busiest Day of the Week

Busiest day of the week 2025



Busiest Time of Day

Busiest Time of Day 2025



National Fire Protection Association (NFPA) Response Times Standard for Structure Fires

NFPA response time standards for structure fires in cities are different from those for structure fires in rural areas.



**NATIONAL
FIRE CODES®**

City-Standard is for the first arriving unit to arrive within 4 minutes of being dispatched 90% of the time. MPFD met the standard 88.2% of the time in 2025. The average response time was 4 minutes 39 seconds.

Rural-Standard is for the first arriving unit to arrive within 14 minutes 80% of the time. MPFD met the standard 88.2% of the time in 2025. The average response time was 9 minutes 57 seconds.

Structure & Grass Fire Causes/Outcome

Structure Fire-City	
*Saved:	88.2%
Causes:	Cooking, Electrical, Smoking, Candles, Undetermined
Fatalities:	None
Structure Fire-County	
*Saved:	58.8%
Causes:	Cooking, Electrical, Smoking, Candles, Undetermined
Fatalities:	None
Grass Fires-City	
Control Burns	62.5%
Other	Lighting, side of road, arson, flat tire, undetermined
Grass Fires-County	
Control Burns	59.0%
Other	Side of road, electrical arc, equipment, undetermined

*Not necessarily occupiable, but belonging such guns, photo albums, prom/wedding dresses, keep sakes that could not be replaced were saved.

Texas Intrastate Fire Mutual Aid System (TIFMAS)



The Texas Intrastate Fire Mutual Aid System (TIFMAS) is a statewide mutual-aid program that allows Texas fire departments to share personnel, apparatus, and equipment during large-scale emergencies when local resources are overwhelmed. TIFMAS supports responses to wildfires as well as all-hazards incidents, including hurricanes, floods, and other major disasters.

TIFMAS is managed by the Texas A&M Forest Service (TAMFS) and activated through and supported by the Texas Division of Emergency Management (TDEM). Participating fire departments provide trained and certified resources, which are deployed and coordinated at the regional and state levels. This statewide framework allows departments to assist one another efficiently without the need for separate local mutual-aid agreements.

The State of Texas reimburses local governments for the cost of providing the resources and pays the costs of overtime to backfill those deployed so there is no expense to the City, in fact the City comes out on the positive side of the ledger. Additionally, the State has provided the Mount Pleasant Fire Department, at no cost, with a Type 6 Brush Truck to use during deployments. It can also be used to respond to fires locally when needed.

As a partner agency, the Mount Pleasant Fire Department has deployed personnel and equipment as state assets since TIFMAS was established in 2011. The department has played a vital role in numerous major emergency responses across Texas. Most recently, in 2025, the Mount Pleasant Fire Department deployed resources to assist with response and recovery efforts following the catastrophic flooding in Kerrville.

Fire Stations

Central Fire Station

Central Fire Station is located at 728 East Ferguson Road. It was



built in March 2001. It has administrative offices, living quarters, workout area, training room, male and female locker rooms, and apparatus bay.

Fire Station 2

Station 2 is located at 1900 North Jefferson. It was originally built as the National Guard Armory in the 40's or 50's. However, in 2004 it was remodeled as a fire



station. It has living quarters, training room, male and female locker rooms, workout area, Captains office and apparatus bay. It also houses the Emergency Operations Center (EOC) for Mount Pleasant.

Repairs were made to the roof and area around the windows on the south side in 2025 to stop leaks during rain events.

Apparatus/Equipment

CENTRAL STATION		
Apparatus/Equipment	Year	Assignment
Ford F-150	2016	900 (Fire Chief)
Ford F-150	2021	C-1 (Deputy Chief)
Pierce Contender	2015	Engine 1
Pierce Saber	2008	Rescue 1
Spartan Gladiator	1996	Quint 1
Ford F-550	2013	Brush-13
**Ford F-350	2015	Brush-17
*Pierce Saber	2003	Reserve Engine
Ford F-350	2022	Support 11(tow vehicle)
Forest River	2009	Air Trailer
John Deere	1992	Plow
International	1990	Plow Transport
Continental Cargo	2009	Dive Trailer
Chevy Tahoe	2021	C-2

STATION 2		
Apparatus/Equipment	Year	Assignment
Pierce Saber	2020	Engine 2
Ford F-350	2020	Brush 15
Ford F-350	2017	Brush 18
Pierce	2002	Blocker 1
Chevy Silverado 1500	2021	C-3
Southfork	2020	Rescue Boat
WLCR	2005	Fire Prevention/rehab
Ford/Boyer	1936	'36 Antique fire truck

*This vehicle belongs to the county.

**Only the cab and chassis belong to the county.

Public Fire Education

MPFD conducted fire prevention/safety programs in the 8 elementary schools in Mt. Pleasant and Titus County which includes approximately 2,500 students. Numerous station tours are provided for school groups throughout the year.



Fire extinguisher training is provided to local businesses, schools, etc., numerous times each year so they can put out a small fire before it gets out of control.



Inspections/Pre-Fire Planning

Each year the Mount Pleasant Fire Department conducts inspections to ensure buildings are safe, find and eliminate fire hazards to hopefully prevent fires from occurring. Inspection includes multi-family residential units, commercial/business and mixed-use occupancies. There are 11 Texas Commission on Fire Protection certified fire inspectors in the department.

294 inspections were conducted in 2025. Inspections are scheduled every 1, 2, or 3 years depending on whether the occupancy is classified as low, moderate or high risk.



In conjunction with the fire inspections, pre-fire planning is also conducted. A quality pre-fire plan offers advance knowledge of important issues such as building construction, building layout, hazardous materials storage, fire alarm or fire suppression system capabilities and special occupancy concerns.

The information is placed in a computer software program that can be accessed from mobile devices in the command vehicles and engines in the event of a fire at the location.

Building and Plan Review

MPFD is an active participant in the City's Development Review Committee (DRC), working alongside Planning, Building, Code Enforcement, Streets, Utilities, Engineering, and Inspections. By meeting with developers early in the planning process, the committee helps ensure projects meet City requirements while allowing questions to be addressed upfront. This early collaboration helps prevent delays, supports responsible development, and contributes to safe, well-planned growth in the community.

Technical Rescue

Vehicle Accidents/Extrication



MPFD takes extensive measures to secure accident scenes, including apparatus placement, traffic control, and coordination with law enforcement. 58% of the significant incidents we responded to in 2025 were motor vehicle accidents. Despite these efforts, driver inattention continues to create dangerous situations, resulting in numerous close calls for emergency responders. In 2025, MPFD firefighters

extricated 18 people from vehicles involved in motor vehicle accidents, highlighting both the frequency of these incidents and the critical role the department plays in protecting lives on our roadways.

Water Rescue

The Mt. Pleasant Fire Department provides the citizens of Mt. Pleasant and Titus County with a dedicated water rescue and recovery dive team. The team consists of 14 certified divers and is fully equipped with a rescue boat and a water rescue/dive trailer stocked with a wide range of specialized diving and rescue equipment.



Within our jurisdiction, the team responds to incidents involving creeks, rivers, ponds, lakes, and other waterways, and also provides mutual aid to surrounding counties when requested. Fortunately, the department did not respond to any water-related incidents in 2025. However, the dive team remains on call year-round and is available at any time for water rescue or recovery operations.

High Angle Rescue



High-angle rescue is a highly specialized capability requiring extensive and ongoing training. While the number of high-angle rescue incidents remains low, the complexity and risk associated with these operations necessitate continued training to maintain personnel proficiency and operational readiness. The city and county contains several locations where high-angle rescue services may be required,

including water towers, multi-story buildings, and industrial facilities. No high-angle rescue incidents were recorded in 2025.

Training

The Texas Commission on Fire Protection (TCFP) regulates career fire departments and firefighters in Texas. Most of the other States do not have any regulatory authority over fire departments and firefighters. For a person to become a career firefighter in Texas they must complete a Basic Structural Firefighter training academy consisting of approximately 478 hours of classroom and hands on training. In addition



to the initial training, firefighters must have a minimum of 20 hours of continuing education training annually to maintain their certifications and employment. Our department believes every day is a training day. Training may be as little as discussing an article from a fire service periodical around the kitchen table to multi-hour training sessions with all on duty personnel participating in live fire evolutions.

A total of 2,634 hours of training were obtained by members this year. TCFP offers numerous other certifications, and our members routinely take advantage of obtaining them. Listed below are certifications that were obtained this year by members:

2-Intermediate firefighter	1-Fire Officer 1
5-Rope Rescue Awareness/Operations	1-Fire Officer 2
5-Rope Rescue Technician	1-Fire Instructor 1

NOTE: There is no State regulatory agency in Texas for volunteer firefighters and departments. Volunteer firefighters are not required to have any training however; the county fire chiefs agree that volunteer firefighters need to be trained. MPFD provides training opportunities to all the county volunteer firefighters through on-line, classroom and hands-on training.

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Insurance Service Office (ISO)



ISO collects information on fire protection efforts in communities throughout the United States. ISO analyzes the relevant data using their Fire Suppression Rating Schedule (FSRS). They then assign a Public Protection Classification (PPC) from 1 to 10. Class 1 generally speaking represents superior property fire protection, and Class 10 indicates that the area’s fire suppression program doesn’t meet the ISO’s minimum criteria.

The program provides a countrywide standard that helps fire departments in planning and budgeting facilities, equipment, personnel, and training. The PPC provides incentives and rewards by securing lower fire insurance premiums for communities that choose to improve their firefighting services. The FSRS considers four areas of a community’s fire suppression system:

Fire Department

- Training
- Number of personnel
- Response to Emergencies
- Maintenance and Testing of Equipment

Emergency Communications

- Emergency Reporting
- Communications Center
- Number of Telecommunicators
- Computer Aided Dispatch
- Dispatch Circuits

Water Supply

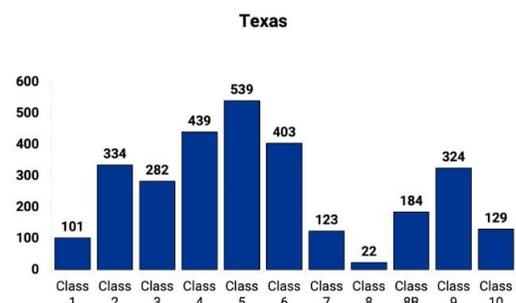
- Sufficient Water Supply
- Fire Hydrant Inspection and Testing
- Number and Location of Hydrants

Community Risk Reduction

- Fire Prevention
- Fire Safety Education
- Fire Investigation

The residents inside the City of Mount Pleasant enjoy a Class 3 rating. As shown on the graph below, only 282 locations in the State have achieved a Class 3 rating.

Almost all insurance companies use the PPC rating in determining insurance rates.



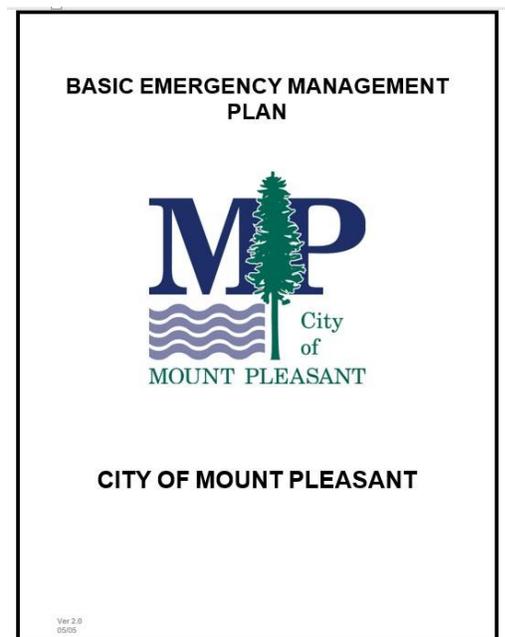
Emergency Management

Under Texas law, the Mayor of a city is designated as the Emergency Management Director and is responsible for maintaining emergency management programs within their jurisdiction. The Mayor may appoint an Emergency Management Coordinator (EMC) to manage day-to-day emergency management operations and to serve as an advisor during major disasters and other emergency-related matters. The Mayor of the City of Mount Pleasant has appointed the Fire Chief to serve as the City's Emergency Management Coordinator.

One of the primary responsibilities of the EMC is to ensure the community is prepared to respond effectively to disasters such as tornadoes, ice storms, and active shooter incidents. This preparedness is achieved through collaboration, planning, and relationship-building among city departments and partner agencies before an incident occurs, as well as through regular training and exercises.

Emergency management operations for the City of Mount Pleasant are conducted in accordance with the City's Emergency Management Basic Plan and its 22 Functional Annexes. This plan is reviewed annually by local officials and is submitted to the Texas Division of Emergency Management (TDEM) every five years for approval.

The City operates an Emergency Operations Center (EOC) located at Fire Station #2. During major incidents, such as a tornado, city department directors, along with hospital and EMS leadership, assemble at the EOC to coordinate and manage the response. The EOC is equipped with a backup generator, radios, telephones, satellite phones, internet access, maps, and display monitors to



Emergency Management (cont.)



support situational awareness and decision-making. In the event of a complete failure of internet and phone services, the EOC maintains radio capabilities programmed to communicate with all Emergency Operations Centers within the Ark-Tex Council of Governments' nine-county region. An alternate EOC may be established at Central Fire Station if needed, and a Mobile

Command Post is available for deployment to an incident scene when required.

Since 2004, the City of Mount Pleasant has conducted at least one emergency management exercise annually. These exercises have ranged from tabletop exercises to full-scale exercises. Tabletop exercises are conducted in a low-stress environment where participants discuss simulated emergency scenarios to evaluate plans and procedures and identify areas for improvement. Six exercises conducted as early as 2006 focused on responses to active shooter incidents. Functional exercises expand on tabletop exercises by simulating the movement of personnel and resources, while full-scale exercises involve real personnel and equipment to create the most realistic training environment possible. In 2025, the City conducted a functional exercise focused on EOC operations.

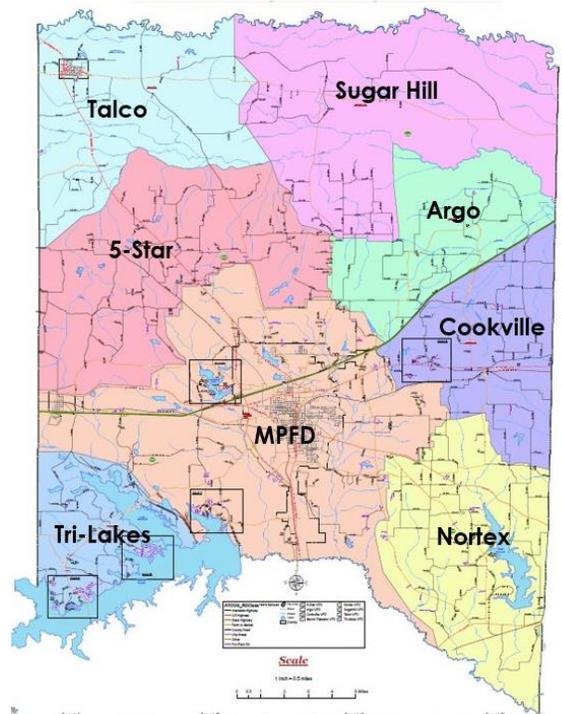
County Volunteer Fire Departments (VFDs)

The county is divided into eight fire districts, as illustrated on the accompanying map. MPFD is responsible for responding to all incidents occurring within its district. In addition, MPFD provides response to structure fires, vehicle accidents, and all other emergency incidents—excluding grass and vehicle fires—throughout all county fire districts.

Over the past decade, several volunteer fire departments (VFDs) within the county have faced significant operational challenges. In 2014, the Winfield VFD disbanded due to a lack of membership. In 2021, the Sugar Hill VFD narrowly avoided a similar outcome. In 2018, the Argo VFD was established to provide coverage for the area north of Interstate 30 that was previously served by the Cookville VFD. County VFDs are primarily responsible for responding to grass and vehicle fires within their respective districts as well as providing support for MPFD at structure fires and motor vehicle accidents. When a VFD is unable to respond or requests assistance, MPFD will respond to the incident.

Like many volunteer fire departments across the state and nation, county VFDs continue to struggle with recruitment and retention of members willing to commit the significant time and effort required to remain active and effective. MPFD sincerely appreciates those volunteer firefighters who dedicate themselves to serving the citizens of the county through fire and rescue operations.

MPFD relies heavily on county volunteer firefighters to provide water supply through tanker operations for fires occurring in the county and, in some cases, within portions of the city. MPFD depends on the volunteer fire departments to provide critical manpower at county incidents—particularly structure fires—since



County Volunteer Fire Departments (VFDs) (Cont.)

MPFD cannot deploy all on-duty personnel to incidents outside the city. However, of the 94 volunteer firefighters countywide, only 21 are trained for interior structural firefighting. Of those 21, only three responded consistently to county calls in 2025. Overall, only 24 of the 94 volunteer firefighters responded to 25 percent or more of county incidents.

To support volunteer departments, MPFD provides training opportunities through online coursework, classroom instruction, hands-on training at volunteer stations, and training conducted at MPFD facilities.

Despite these challenges, county VFDs and their members continue to do the best they can to provide fire protection services. Many volunteer firefighters serve in more than one department in order to help maintain coverage across the county.

City/County Fire Protection Agreement

2025 marked the second year of the Fire Protection Agreement with the County, under which the County’s annual payment to the City was reduced by 50 percent—from \$1.3 million to \$650,000—and fixed at that level for the full 10-year term of the agreement. Because the agreement includes no cost escalator, all future Fire Department budget increases are borne entirely by the City of Mt. Pleasant.

In 2025, call volume in the County increased by 17.1 percent, while calls within the City increased by only 3.1 percent. Despite the reduced funding, the department was able to restore one of the five firefighter positions; however, four of those positions remain unfilled.

MPFD responded to 350 calls in the County during 2025. Five or more firefighters responded to 175 of those calls (50 percent). Of the 17 structure fires responded to in the County, five or more firefighters were on scene for 16 incidents (94.1 percent). In many cases, these response numbers included off-duty MPFD firefighters.

It should be noted that National Fire Protection Association (NFPA) staffing guidelines significantly exceed these response levels. NFPA Standard 1710 (career departments) recommends 15 firefighters for a structure fire response, while NFPA Standard 1720 (volunteer departments) recommends 10 firefighters.

Response Time Performance (14 Minutes or Less, which is the national standard for mainly structure fires as illustrated in NFPA Standard 1720 Table 4.3.2 below)

MPFD continues to demonstrate strong response time performance across all incident types:

-
- **All Incident Types:** 303 calls, 259 responses of 14 minutes or less (85.4%)
 - **Structure Fires:** 17 calls, 15 responses of 14 minutes or less (88.2%)
 - **Grass Fires:** 79 calls, 67 responses of 14 minutes or less (84.9%)
 - **Vehicle Accidents:** 76 calls, 70 responses of 14 minutes or less (92.1%)
 - **Vehicle Extrication:** 14 calls, 14 responses of 14 minutes or less (100%)
-

NFPA Standard 1720 – Staffing and Response Time Objectives for Structure Fires

Under NFPA Standard 1720 (Table 4.3.2), recommended minimum staffing and response time objectives are as follows:

-
- **Rural Areas** (less than 500 people per square mile):
Minimum staffing of 6 firefighters, 14-minute response time, 80 percent compliance

City/County Fire Protection Agreement (cont.)

-
- **Remote Areas** (travel distance greater than 8 miles): Minimum staffing of 4 firefighters, response time established by the Authority Having Jurisdiction (AHJ), 90 percent compliance
-

Currently, MPFD staffs a maximum of 11 firefighters on duty on 2 shifts and 10 on the other, with a minimum staffing level of 8. When MPFD responds to incidents in the County, only four firefighters—and at times as few as three—remain available to respond to incidents within the City. To maintain a minimum City coverage of four on-duty firefighters, no more than seven firefighters may respond to a County incident when staffing is at maximum, and no more than four firefighters when staffing is at the minimum level.

As a result, there are insufficient on-duty firefighters to safely and effectively manage a working structure fire in the County, while also maintaining adequate response capability within the City should a simultaneous incident occur. This response model presents a **high-critical risk** during working structure fires or concurrent incidents, significantly compromising life safety, firefighter safety, and property conservation.

In 2016, the City and County jointly funded a Fire Protection Study to assess the resources needed to provide adequate fire protection services. That study identified the need for an additional fire station and an increase in staffing to 45 firefighters. Staffing levels were subsequently increased to 36 firefighters—nine short of the recommended level—before the plan was halted and staffing levels were later reduced.

Bottom line is, there are not enough on duty firefighters to safely and effectively handle a working structure fire in the county nor enough left in the city to handle a structure fire should one occur while firefighters are working on an incident in the county.

The QR code and link below connects to the 2016 study.

<https://mpcity.net/wp-content/uploads/City-County-Fire-Protection-Study-2016.pdf>





“When duty calls, ‘tis ours to obey.”

Established 1903





AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: John Ankrum, Director Building Official

Department: Building Official

Subject: Discuss and consider adoption of Ordinance 2026-1 Amending Chapter 95 Health and Sanitation of the City's Code of Ordinances to Require the Use of the Company Contracted by the City for all Commercial Trash, Garage and Refuse Collection and Removal, Including Providing Roll-off Dumpsters, and providing for Penalties for Violations, including denial of building and other permits.

Item Summary:

The City of Mount Pleasant has a franchise contract agreement with Republic Services East Texas that specifies Republic Services East Texas is the sole and exclusive franchise for refuse collection and disposal services within the city limits.

Financial Impact:

N/A

Recommendation(s):

Motion to approve Ordinance 2026-1 enforcing the trash and dumpster agreement in the contract between Republic East Texas and the City of Mount Pleasant

Memorandum

TO: Council Member
FROM: Lynn Barrett
DATE: City Council - Feb 17 2026

SUBJECT:

Dumpster and Trash Removal

BACKGROUND:

The City of Mount Pleasant has a franchise contract agreement with Republic Services East Texas that specifies Republic Services East Texas is the sole and exclusive franchise for refuse collection and disposal services within the city limits. This item was tabled on the February 3rd, 2026 council meeting.

STATUS OF ISSUE:

The agreement made between the City of Mount Pleasant and Republic Services East Texas does not contain an enforcement mechanism to ensure all property owners and contractors comply with agreement. This ordinance revises Chapter 95, Health and Sanitation Codes to give city staff the ability to enforce solid waste franchise agreements. Language was added to the ordinance to allow contactors who own their own roll-off trash containers and trash dumpsters as well as though who collect recyclables materials to be exempt from the ordinance.

BUDGET:

There will be no impact on the city budget.

OPTIONS:

The City Council can make any desired changes to the ordinance or adopt the ordinance as it is written.

RECOMMENDATION:

City Staff recommend that the ordinance as presented be approved by Council.

Attachments:

[DOCS1-#355699-v1-Ordinance Updating Chapter 95 Sanitation](#)

ORDINANCE 2026-1

AN ORDINANCE AMENDING CHAPTER 95 HEALTH AND SANITATION OF THE CODE OF ORDINANCES, REPEALING ANY CONFLICTING ORDINANCE TO ADOPT AUTHORIZATION OF EXCLUSIVE FRANCHISE AGREEMENT SERVICES FOR THE DISPOSAL OF GARBAGE TRASH AND RUBBISH IN THE CITY INCLUDING THE USE OF “ROLL-OFF DUMPSTERS” IN THE CITY, , PROVIDING, FOR A PENALTY OF NOT LESS THAN \$200.00 NOR MORE THAN \$500.00 FOR EACH VIOLATION AND WHICH PENALTY MAY ALSO INCLUDE THE DENIAL OF BUILDING AND OTHER PERMITS TO THE VIOLATORS FOR PREMISES, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Pleasant, Texas regulates sanitation in Chapter 95 of its Code of Ordinances for the health and safety of the community as permitted by state law; and

WHEREAS, the City of Mount Pleasant has a franchise contract agreement providing the company with which the City contracted the sole and exclusive franchise for refuse collection and disposal within the city limits;

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

SECTION 1

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2

The City Council amends Chapter 95 of the Health and Sanitation of the Code of Ordinances to add the following provisions concerning Local Regulation of Sanitation:

95.28. UNLAWFUL COLLECTION OR TRANSPORTATION GENERALLY.

(A.) It shall be unlawful for any owner, occupant, agent, contractor, builder, developer, person, or commercial or charitable entity who owns or controls, or is constructing any improvements to any property within the City to allow the use of any waste collection including the use of a “Roll-Off Dumpster” or a temporary roll-off dumpster, on said property that is obtained from any source other than the company previously granted the exclusive contract for such purpose by the City, except that it shall not be a violation of this section for the owner, occupant, agent, contractor, builder, developer, person, or commercial or charitable entity to use any self-owned waste collection, including the use of a “Roll-Off Dumpster” or a temporary roll-off dumpster. This section does not apply to “recyclable material” as defined by Chapter 361 of the Texas Health & Safety Code.

(B.) A violation of Sec. 95.28 shall constitute a misdemeanor and subject such person or entity to a fine of not less than \$200.00 dollars nor more than \$500.00 dollars. In addition to any fine provided for a violation

of this Ordinance, the City may deny building and other permits to any owner, occupant, agent, contractor, builder, developer, or commercial or charitable entity who owns or controls the property that is in violation of this Ordinance. Each day such violation exists shall constitute a separate offense.

(C.) Allegation and evidence of a culpable mental state is not required for proof of an offense defined by this Article.

95.29 COMMERCIAL HAULERS

(A.) The company contracted by the City shall be exclusively responsible for all commercial trash, garbage and refuse collection and removal in the City of Mount Pleasant including providing commercial trash, garbage and refuse collection and removal for “Roll-off Dumpsters” or a temporary roll-off dumpster, whether self-owned or not, if for-used within the City. It shall be unlawful for any person or company other than the company to which the City has granted an exclusive contract, to provide waste hauling services including providing waste hauling services for “Roll-off Dumpsters” or a temporary roll-off dumpster, whether self-owned or not, if for-used within the City of Mount Pleasant. This section does not apply to “recyclable material” as defined by Chapter 361 of the Texas Health & Safety Code.

(B.) A violation of Sec. 95.29 shall constitute a misdemeanor and subject such person or entity providing unlawful commercial trash, garbage and refuse collection and removal, and unlawful waste hauling services said “Roll-off Dumpster” for use within the City to a fine of not less than \$200.00 dollars nor more than \$500.00 dollars. Each day such violation exists shall constitute a separate offense.

(C.) Allegation and evidence of a culpable mental state is not required for proof of an offense defined by this Article.

95.30 ENFORCEMENT

Employees of the Solid Waste Department, City Code Officers, Peace Officers or other persons designated by the City Manager are authorized to enforce the provisions of Section 95.21 through 95.29. In making any inspection under Section 95.21 through 95.29, the authorized employee or other authorized persons may enter, examine, take photographs, tag, and survey any premises to verify compliance with Section 95.21 through 95.29. In addition to any fine provided for a violation of this Ordinance, the City may deny building and other permits to any owner, occupant, agent, contractor, builder, developer, or commercial or charitable entity who owns or controls the property that is in violation of this Ordinance.

SECTION 3

If for any reason any section, paragraph, sub-division, word, phrase, clause or provision of this ordinance shall be invalid or unconstitutional by final judgment of a Court of Competent Jurisdiction, it shall not effect any other section, paragraph, sub-division, word, phrase, clause or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, sub-division, word, phrase, clause or provision of this ordinance be given full force and effect.

SECTION 4

All parts of Ordinances dealing with the use of waste services or “Roll-Off Dumpsters” in the City of Mt. Pleasant in conflict with the provisions of this Ordinance are hereby repealed. It is the intent of the Council that the regulations set out in this Ordinance amending Chapter 95 of the Mt. Pleasant City Code apply only to the use of commercial trash, garbage and refuse collection and removal, and waste hauling or “Roll-Off Dumpsters” in the City of Mt. Pleasant. This Ordinance does not apply to “recyclable material” as defined by

SECTION 5

The descriptive caption of this Ordinance is hereby ordered to be published in the official newspaper of the City of Mt. Pleasant.

SECTION 6

This Ordinance shall be in full force and effect on the date following the date of publication.

PASSED AND APPROVED by the City Council of Mount Pleasant this the ___ day of _____, 2026.

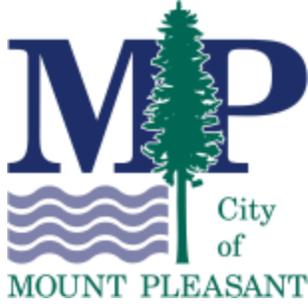
Wesley Lyon, Mayor

ATTEST:

Candias Webster, City Secretary

APPROVED:

Lea Ream
City Attorney



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Garrett Houston, Public Works Director

Department: Public Works

Subject: Discuss and consider Ordinance 2026-4 a Budget amendment for \$129,900.00 from Prior Fiscal Year Auction proceeds to go towards the Purchase of a new Backhoe.

Financial Impact:

Increase allocation in the Fiscal Year 2025-2026 Budget to allow for the purchase of a new backhoe using prior year auction proceeds.

Recommendation(s):

Motion to approve Ordinance 2026-4 amending the fiscal year 2026 budget for the purchase of a backhoe.

Attachments:

[Ordinance 2026-4 Amending Budget-Backhoe](#)

**CITY OF MOUNT PLEASANT, TEXAS
ORDINANCE NO. 2026-4**

AN ORDINANCE OF THE CITY OF MOUNT PLEASANT, TEXAS AMENDING ORDINANCE 2025-17 APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Mount Pleasant previously approved Ordinance 2025-17 on September 16, 2025, officially adopting the Official Budget of the City for Fiscal Year 2025-2026; and

WHEREAS, the City Council of the City of Mount Pleasant desires to amend Ordinance 2025-17, thereby amending the 2025-2026 Official Budget of the City, as attached hereto as Exhibit A

WHEREAS, the City Council of the City of Mount Pleasant desires to amend the budget to provide allocation for the purchase of a backhoe using auction proceeds received in the prior fiscal year.

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

SECTION 1. That the 2025-2026 Official Budget, adopted by Ordinance 2025-17, is hereby amended by the City Council of the City of Mount Pleasant, by the amounts attached hereto in Exhibit A.

SECTION 2. That except as amended hereby, or as heretofore amended, the provisions of Ordinance 2025-17 shall remain in full force and effect.

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

DULY PASSED AND APPROVED by the City Council of the City of Mount Pleasant, Texas on the 17th day of February, 2026.

APPROVED:

ATTEST:

Wesley Lyon, Mayor

Candias Webster, City Secretary

**BUDGET AMENDMENT REQUEST
FISCAL YEAR 2025-2026**

I am requesting that to make necessary Line Item adjustments to my 2025-2026 Budget as follows:

Purpose:

To add allocations from PY for one-time purchase of machinery from Auction proceeds.

INCREASE

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-66120-417	CAPITAL OUTLAY - OTHER EQUIP	129,900.00

INCREASE

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-59000-000	CARRYOVER FUND BALANCE	129,900.00

Department Director

Date Signed

Department

Finance Department Certification of Available Funds

Date Certified

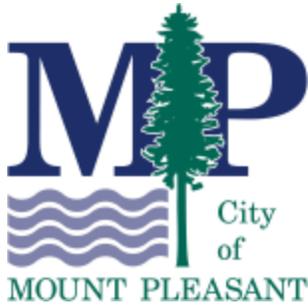
I FIND THAT THIS TRANSFER OF FUNDS IS FOR CITY PURPOSES AND IS AN APPROPRIATE REQUEST.

City Manager

Date Approved

Date Posted by Finance

Ordinance Number



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Lynn Barrett, Director of Development Services

Department: Planning

Subject: Discussion on potential and desired changes to the City of Mount Pleasant Zoning Codes and related considerations.

Item Summary:

At the February 3rd City Council meeting, Councilwoman Corbell requested a zoning code discussion be placed on the next meeting agenda.

The process and procedure for zoning code amendments and constraints for that process will be presented along with a discussion of proposals currently being reviewed and drafted by city staff.

Financial Impact:

There is no budgetary impact.

Recommendation(s):

There is no action

Memorandum

TO: Administration
FROM: Lynn Barrett
DATE: City Council - Feb 17 2026

SUBJECT:

Discussion on potential and desired changes to the City of Mount Pleasant Zoning Codes and related considerations.

BACKGROUND:

At the February 3rd City Council meeting, during remarks at the conclusion of the meeting, Councilwoman Corbell requested that a zoning code discussion be placed on the next meeting agenda.

Over the past year and a half, staff have been working to gather a number of changes to various sections of the zoning code that have been discovered as needing updating and improvement. The process consists of public notices and advertisements to citizens on each, as well as placing on the Planning and Zoning agenda for their input and recommendation to the City Council before a vote.

It is generally considered a best practice to amend ordinances impacting a large number of citizens with public discussion and a presentation during at least one meeting prior to when action is scheduled to be taken by City Council.

Much of the city's zoning ordinance is still the original 1987 version. In 2023, then City leadership hired a consultant firm to modernize and update the entire ordinance to align it totally with the city's newly passed comprehensive plan. This was never officially discussed or presented, to decisionmakers, however; and it was put on hold as state law interpretation requires noticing property owners and residents personally for any changes that would result in restrictions to their future use of their property. This effectively meant sending certified mailed notices to every property owner, business owner and resident in the city due to the extensive changes.

Because of the city's budget challenges, the zoning code replacement was put on hold, and the smaller, common sense changes were identified and planned for an amendment that would not require individual noticing since the large scale changes were paused.

A number of requirements in our code, found in Chapter 155 of the Code of Ordinances, impact code enforcement and development considerations.

These include

1. Engineered plans requirements for commercial construction, including new structures or additional square footage over 2,000 square feet and for all building permits within the Historic District
2. Revising non-residential parking lot paving requirements to allow asphalt under certain conditions, and requiring a concrete approach from the right of way
3. Require all residential parking of any vehicle to be limited to paved driveways and parking pads
4. Listing allowed fencing materials and limiting their use to those designed for fencing, not pallets, tarps or surplus construction materials.
5. Limiting screening materials to accommodate storage to consist of only allowed building code materials or fencing materials.
6. Limit Automotive repair vehicle storage numbers and require screening in the rear portion of the property

7. Describe noise limitations
8. Add Use definitions for Mini Storage, Data Centers, Tattoo shops and various others that are not specified in the old code and provide for specific development standards including parking, noise limitations, etc.
9. Create and define a new downtown zoning district with development standards
10. Create a new Single Family Attached use with development standards and specify allowed districts
11. Modernize land use table into a matrix that is easier to read and understand

These are our desired smaller fixes that can address more common practical issues we face as our development pace continues to accelerate. Not all of them would move forward together, and staff welcomes input from City Council and citizens.



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Lynn Barrett, Director of Development Services

Department: Planning

Subject: Discuss and consider action to approve a request by applicant Vincent Huebner on behalf of CTG to recommend an extension of the July 15, 2025 City Council approval of a Specific Use Permit (SUP-2025-03) to build a communications/ cell tower at 1706 W Ferguson for an additional six month period per City Code Chapter 155.45 A(j).

Item Summary:

The applicants, the owner William Arends and Victor Huebner, request an extension for the approved Specific Use Permit (SUP-2025-03) from July 15, 2025 City Council action due to AT&T, the sign owner, placing the project on a temporary hold for business related reasons last year, but which now has plans now to move forward.

The City's Zoning Code in Chapter 155.45 limits the time an SUP is in effect to 6 months for obtaining a building permit and allows for the request for a project extension beyond the six-month allowed period to obtain one to construct. Due to the tower owner's business planning, additional time has been requested. Section A(j) from that code section outlines the process as beginning first at Planning and Zoning Commission for their recommendation and then to City Council for action on the extension.

As a refresher, the subject property is in a Commercial zoning district in an underserved area of the city for such towers which was described in detail during the meeting. It will be set back away from the roadway and is not adjacent to any residential properties. No changes are proposed. Towers are limited to no greater than 100 feet in height. Staff recommended approval with the following conditions:

1. To be constructed according to the accompanying site plan with all driveways and parking surfaces to be concrete
2. The screening fence will have a landscaped buffer facing the street frontage
3. Building permits are required prior to any construction

Financial Impact:

There will be no budgetary impact.

Recommendation(s):

Motion to approve the extension of SUP-2025-03 for an additional six months to allow the new cell tower developers to proceed with their AT&T project at 1706 W Ferguson.

Attachments:

[Tower Extension Staff Memo](#)

[SUP Extension Request](#)

[SIGNED ORDINANCE NO. 2025-14](#)

[COUNCIL POWER POINT FOR SUP CASE FOR TOWER SUP CC 07152025](#)

CITY OF MOUNT PLEASANT
CITY COUNCIL COMMISSION MEMORANDUM
DEVELOPMENT SERVICES DEPARTMENT

TO: City Council
CC: Rob Vine, City Manager
Candias Webster, Assistant City Manager
FROM: Lynn Barrett, Director of Development Services
DATE: February 17, 2026
SUBJECT: Extension for Approved Specific Use Permit (SUP) for a Communications Tower at 1706 W Ferguson

The applicants, the owner William Arends and Victor Huebner, are requesting an extension for the approved Specific Use Permit (SUP-2025-03) from July 15, 2025 City Council action due to AT&T, the sign owner, placing the project on a temporary hold for business related reasons last year, but which now has plans now to move forward.

The City's Zoning Code in Chapter 155.45 limits the time an SUP is in effect to 6 months for obtaining a building permit and allows for the request for a project extension beyond the six-month allowed period to obtain one to construct. Due to the tower owner's business planning, additional time has been requested. Section A(j) from that code section outlines the process as beginning first at Planning and Zoning Commission for their recommendation and then to City Council for action on the extension.

As a refresher, the subject property is in a Commercial zoning district in an underserved area of the city for such towers which was described in detail during the meeting. It will be set back away from the roadway and is not adjacent to any residential properties. Towers are limited to no greater than 100 feet in height. Staff recommended approval with the following conditions:

- 1) To be constructed according to the accompanying site plan with all driveways and parking surfaces to be concrete
- 2) The screening fence will have a landscaped buffer facing the street frontage
- 3) Building permits are required prior to any construction

There were twelve (12) public notices sent to all property owners within 200 feet of the subject property. Additionally, the notice was published in the Mount Pleasant Tribune and posted on the City's website as required by state statute. Staff did not receive any notices back on this request. City Council approved the SUP on July 15, 2025.

Staff is recommending the extension be granted for the six-month period that would extend until July 15th, 2026 authorizing the building permit application for the installation.

The Planning and Zoning Commission discussed this item at its regular meeting on February 10, 2026, and voted to recommend an extension be approved for an additional six-month time period by City Council.

Attachments

Extension request
Original meeting presentation
Signed Ordinance



VINCENT GERARD & ASSOCIATES, INC.

February 3, 2026

Ms. Lynn Barrett
AICP, Director
500 N. Madison
Mount Pleasant, TX 75455

**Request for extension of SUP-2025-03 - for Communications Tower Group/
AT&T Mobility Wireless Communications Site - Mt. Pleasant Texas**

Dear Ms. Barrett,

Communications Tower Group has requested we file for an extension of SUP-2025-03 since this site was placed on hold temporarily by AT&T last year. As the tower representative and original applicant for the SUP, we are requesting a 6 month extension. I've also attached a copy of the landowner's authorization.

Please let me know if you will need any additional information for this request.

Sincerely,

Vincent G. Huebinger

Attachments:

SUP-2025-03
Landowner's authorization

Ms. Lynn Barrett
Director Development Services Department
City of Mount Pleasant Texas

Date

RE: Landowner Authorization letter, 1706 West Ferguson Road Mt. Pleasant Texas
(Not current 911 address). Parcel ID # 12004 CAD

Ms. Barrett;

As record owner (s) of the tract described in the above address, we hereby authorize Communication Towers Group (CTG) and their agent, Vincent Gerard & Associates, to file all appropriate Zoning applications, Site Plans, variances (if necessary), and building permits for a Permanent wireless site to the City of Mt. Pleasant Texas. This property parent address is 1706 West Ferguson Road and this is for a wireless communications facility only to be located on the property. If you have any questions, please feel free to contact me.

Name, email and Phone #

W^m Edward Ahrens

Signature

FURTHER, Affiant sayeth not.

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 13 day of May

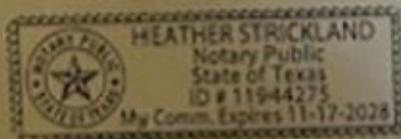
2025 by Edward Ahrens

Heather Strickland

Notary Public, in and for the State of Texas

My commission expires:

11-17-28



ORDINANCE NO. 2025-14

SPECIFIC USE PERMIT NO. SUP-2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 155 ZONING CODE, SECTION 155.45 SPECIFIC USE PERMIT REGULATIONS, OF THE CITY OF MOUNT PLEASANT, AS HERETOFORE AMENDED, SO AS TO AS TO GRANT A SPECIFIC USE PERMIT (SUP) UNDER SECTION 155.45 TO ALLOW A TELECOMMUNICATIONS TOWER ON THE PROPERTY IDENTIFIED AS A 0.731-ACRE PROPERTY DESCRIBED AS LOT 5, MOUNT PLEASANT CITY BLOCK 310D, AND ADDRESSED AS 1706 WEST FERGUSON ROAD, CITY OF MOUNT PLEASANT, TITUS COUNTY TEXAS, AND MORE FULLY ILLUSTRATED HEREIN BY *EXHIBIT 'A' SITE PLAN AND ELEVATIONS*; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS , the City has received a request from William Ahrens and Vincent Huebinger representing CCTG I LLC for the approval of a Specific Use Permit for a 100-foot tall telecommunications tower on a property located on a 0.731 acre tract in C (Commercial) zoning district in the City Block 310D Lot 5, City of Mount Pleasant, Titus County, Texas, and addressed as 1706 West Ferguson Road, which hereinafter shall be referred to as the *Subject Property* and incorporated by reference herein; and

WHEREAS , the Planning and Zoning Commission of the City of Mount Pleasant and the governing body of the City of Mount Pleasant in compliance with the laws of the State of Texas and the ordinances of the City of Mount Pleasant have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area, and in the vicinity thereof, and the governing body in the exercise of its legislative discretion, has concluded that the subject property's zoning should be amended as follows:

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

Section 1. That the Code of Ordinances Chapter 155 Zoning Code, Section 155.45 Specific Use Permit Regulations of the City of Mount Pleasant, as heretofore amended, be and the same is hereby amended so as to grant a Specific Use Permit (SUP) allowing a 100-foot tall telecommunications tower be allowed to be constructed on a 0.731 acre tract in C (Commercial) zoning district on the *Subject Property*; and

Section 2. That the tower site of the *Subject Property* shall be developed and/or used only in the manner and for the purposes described in this Specific Use Permit (SUP) ordinance and as stipulated by the Code of Ordinances Chapter 155 Zoning Code, Section 155.45 (2)(B) Specific Use Regulations and 155.50 Communications Towers as heretofore amended, as amended herein by granting of this zoning change, and as may be amended in the future and shall be subject to the following conditions and compliance standards:

2.1 Operational Conditions

The following conditions pertain to the placement of a telecommunications tower on the *Subject Property*, and conformances to the design and operational conditions are required for continued operations:

- 1) That the tower will comply with all requirements stipulated in Chapter 155.50 of the City's Code of Ordinances and will be constructed according to the Exhibit A Site Plan and Elevation Drawing with all driveways and parking surfaces to be concrete
- 2) That the screening fence will have a landscaped buffer facing the street frontage
- 3) That building permits are required prior to any construction

Section 3. That the official zoning map of the City be corrected to reflect the changes in zoning described herein.

Section 4. That all ordinances of the City of Mount Pleasant in conflict with the provisions of this ordinance be, and the same hereby repealed to the extent of that conflict.

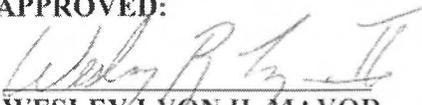
Section 5. That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a penalty of fine not to exceed the sum of *Two Hundred Dollars* (\$200.00) for each offense and each and every day such offense shall continue shall be deemed to constitute a separate offense:

Section 6. That if any section, paragraph, or provision of this ordinance or the application of that section, paragraph, or provision to any person, firm, corporation or situation is for any reason judged invalid, the adjudication shall not affect any other section, paragraph, or provision of this ordinance or the application of any other section, paragraph or provision to any other person, firm, corporation or situation, nor shall adjudication affect any other section, paragraph, or provision of the Code of Ordinances and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable:

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such cases provides.

PASSED BY AN AFFIRMATIVE VOTE OF THE CITY COUNCIL, GOVERNING BODY OF THE CITY OF MOUNT PLEASANT, TEXAS, THIS THE 15TH DAY OF JULY 2025.

APPROVED:


WESLEY LYON II, MAYOR

ATTEST:


CANDIAS WEBSTER, CITY SECRETARY

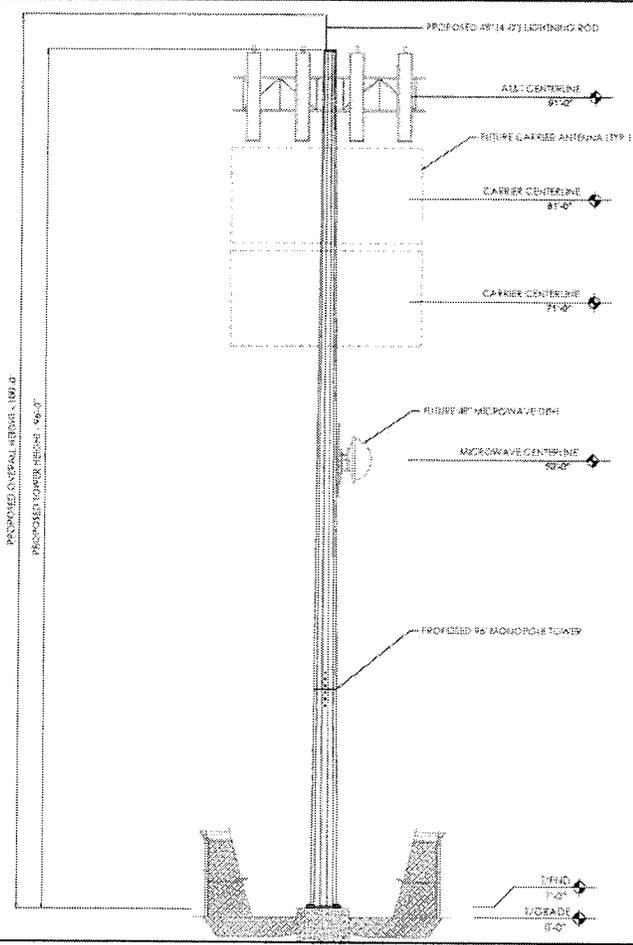
APPROVED AS TO FORM AND LEGALITY:


LEA REAM, CITY ATTORNEY

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL ELECTRICAL CODE (NEC).

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL ELECTRICAL CODE (NEC).

CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL ELECTRICAL CODE (NEC).



GENERAL NOTES

1. REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED ANTENNA CABLE LOADING DETAILS.
2. TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS ONLY INTENDED FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.
3. ALL TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.
4. ALL HARDWARE ASSEMBLY MANUFACTURERS INSPECTIONS SHALL BE FOLLOWED EXACTLY AND SHALL REFER TO THE CONSTRUCTION FROM INFORMATION ENCLOSED HEREIN.
5. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM DEFECTS AND DEFECTIVE AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND OF QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBMITTED.

- FINISH NOTES**
- TOWER- GALVANIZED
 - TOWER MOUNT- GALVANIZED
 - ANTENNA- NEUTRAL (MANUFACTURER FINISH)
 - FOUNDATION- UNPAINTED
 - ICE BRUSH- GALVANIZED
 - CABLE- BLACK
 - BASE CABINETS/EQUIPMENT- NEUTRAL (MANUFACTURER FINISH)



COMMUNICATIONS TECHNOLOGICAL GROUP, INC.
1718 WEST FERGUSON ROAD
MOUNT PLEASANT, TX 75455
TEL: 972.483.2427



P. MARKS & ASSOCIATES
REGISTERED PROFESSIONAL ENGINEERS
1000 WEST FERGUSON ROAD
DALLAS, TEXAS 75201

SITE NAME:
WEST FERGUSON (DAVIS)
33.15585, -94.988958

SITE NUMBER:
CTG018 001 5264

ADDRESS:
1718 WEST FERGUSON ROAD
MOUNT PLEASANT, TX 75455

SITE TYPE:
96'-0" MONOPOLE TOWER @ 421.3' AMSL

NO.	DATE	ISSUED	BY	FOR
1	11/11/2011	ISSUED	CTG	FOR PERMITTING

ISSUE FOR ZONING

FOR REVIEW OF THE CITY OF DALLAS
FOR THE CITY OF DALLAS
FOR THE CITY OF DALLAS

PMA PROJECT # 1202180701-014

REVISION NUMBER:
C-3

Specific Use Permit for Communications Tower at 1706 W Ferguson

Applicant: Vincent Huebinger for CTG I LLC

- Proposed Cell tower on Commercial zoned property
- Zoned Commercial, per code requires a Specific Use Permit
- Site is already developed with existing business on one side
- Tower site to be fenced and at rear corner of property
- No residences nearby

P & Z

July 8, 2025

SUP-2025-03

Council

July 15, 2025

Area Map



Vicinity Map

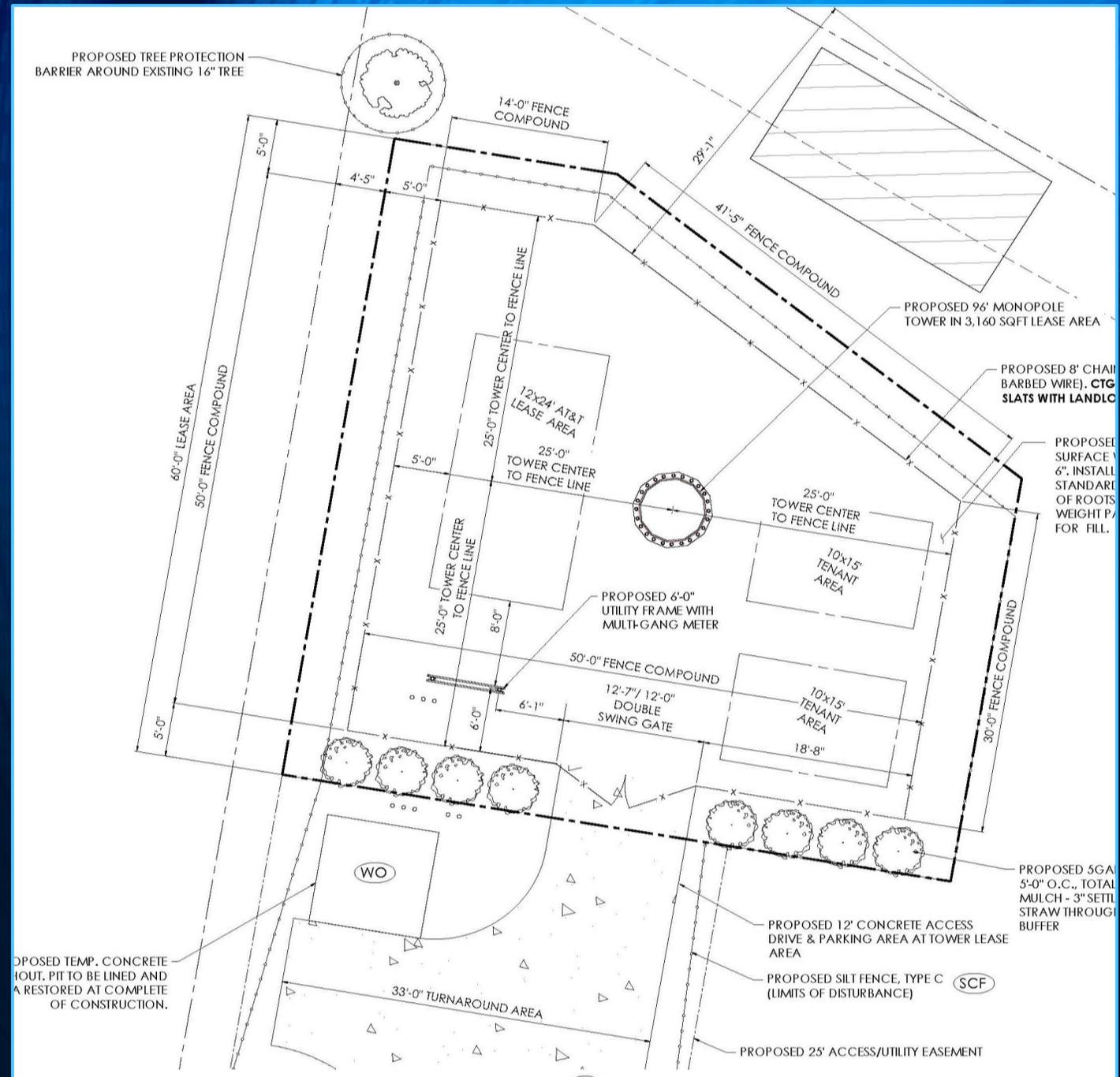


Site Plan

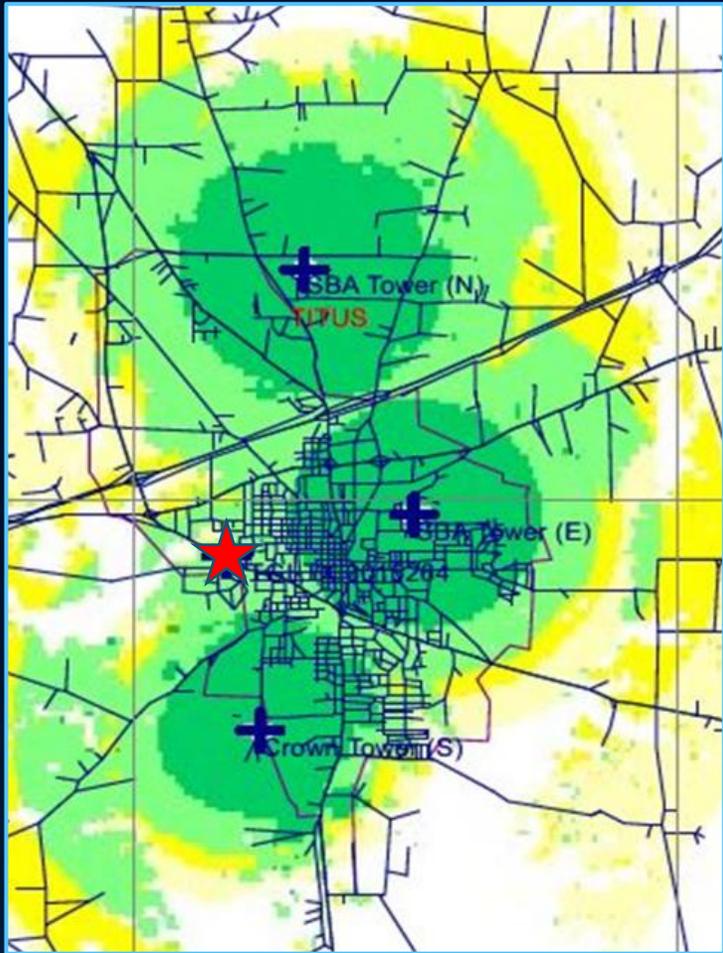
All Surrounding Tracts are Retail And Commercial Land Uses

Site will utilize existing tree cover for Screening

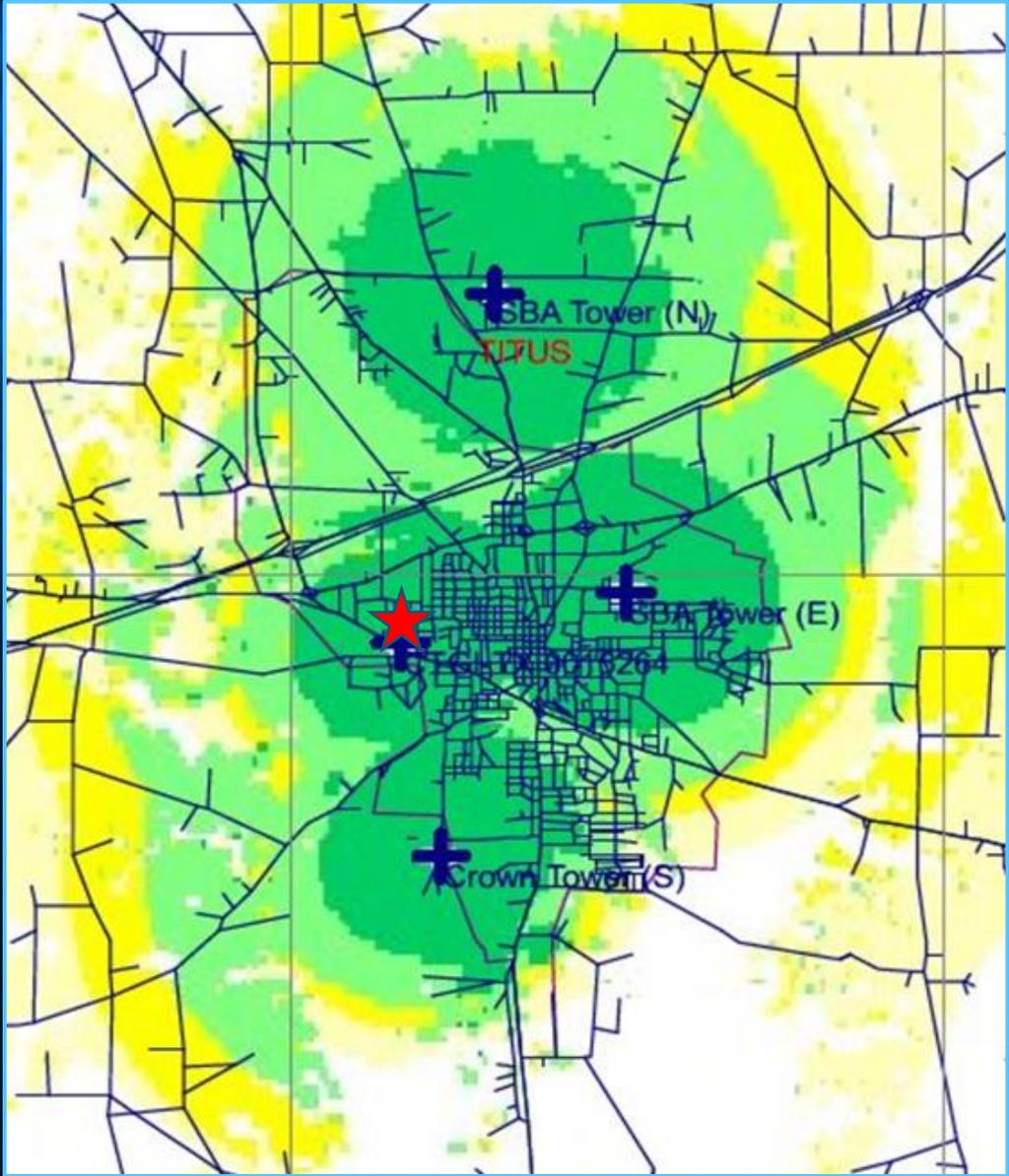
Fencing proposed As heavy chain link With Vinyl Slats for Screening



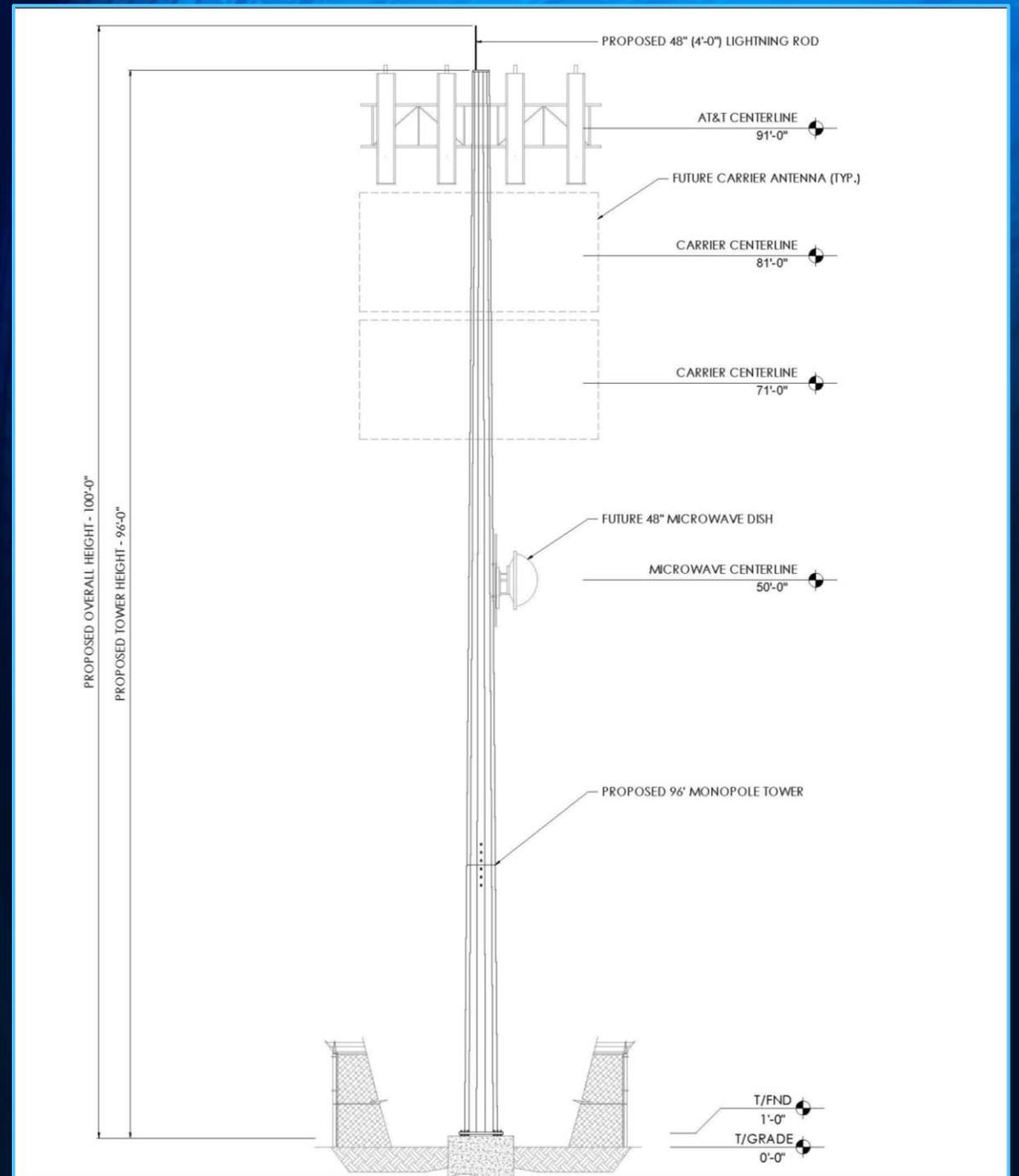
AREA COVERAGE WITH NEW TOWER



AREA COVERAGE CURRENTLY



- ✓ Monopole Construction – 100 Ft Maximum Height
- ✓ Will Require Building and Electric Permits Prior to Construction



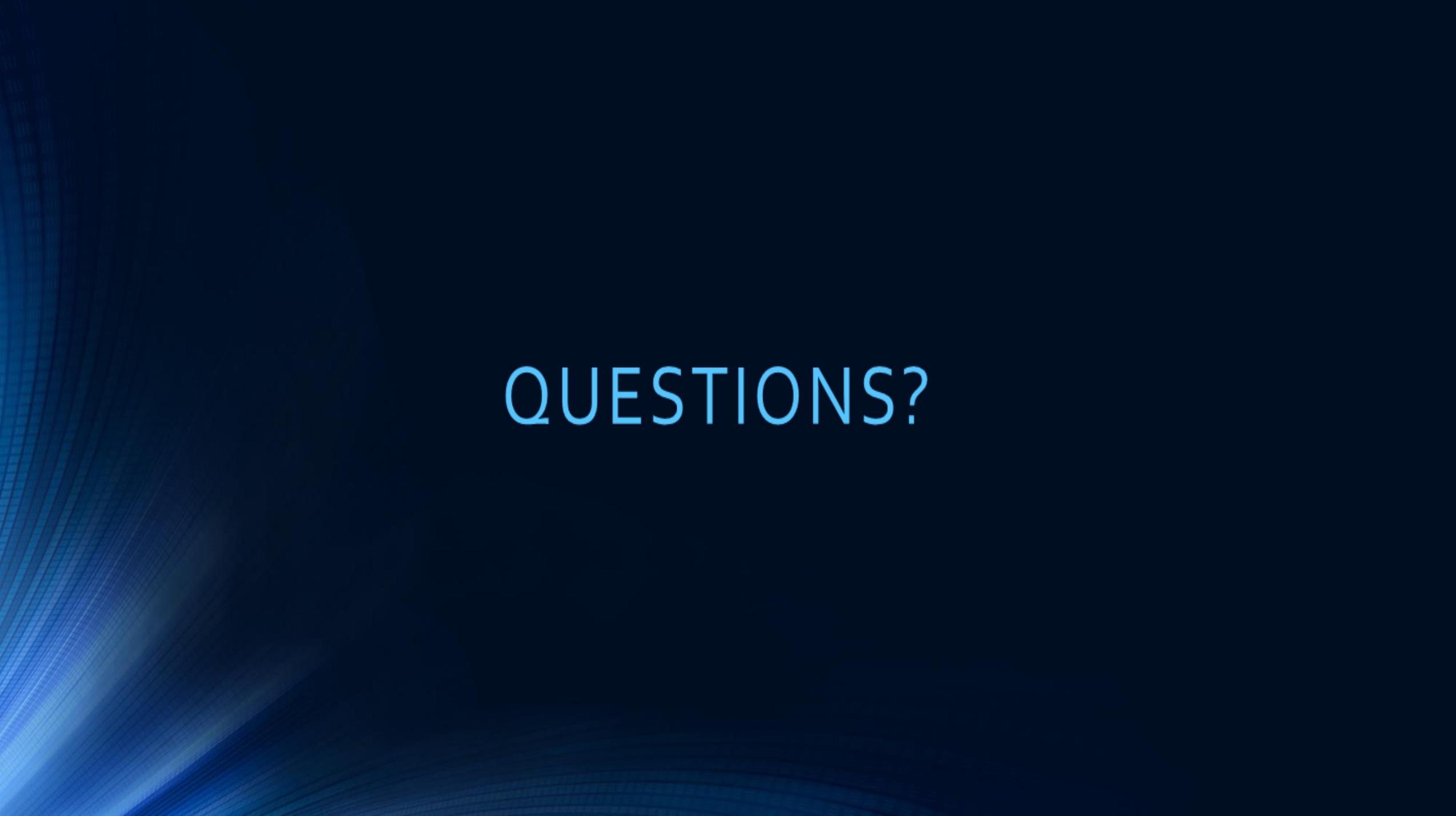
Specific Use Permit Conditions Proposed:

- 1) Constructed per site plan
- 2) Driveways and parking areas paved
- 3) Screening fence will have a landscaped buffer on street side
- 4) Building permits obtained prior to construction

12 PROPERTY OWNERS WITHIN 200 FEET NOTICED

ZERO RESPONSES RECEIVED

The Planning and Zoning Commission
voted unanimously (4-0) to recommend
approval at their July 8th , 2025 meeting



QUESTIONS?

APPLICANT SUPPLIED POWER POINT

Communication Towers Group I, LLC/ Mount Pleasant



[CITY DEPARTMENTS](#) | [OUR COMMUNITY](#) | [DOING BUSINESS](#) | [GOVERNMENT](#) | [UPDATES/NEWS](#) 



MPTX NEWS

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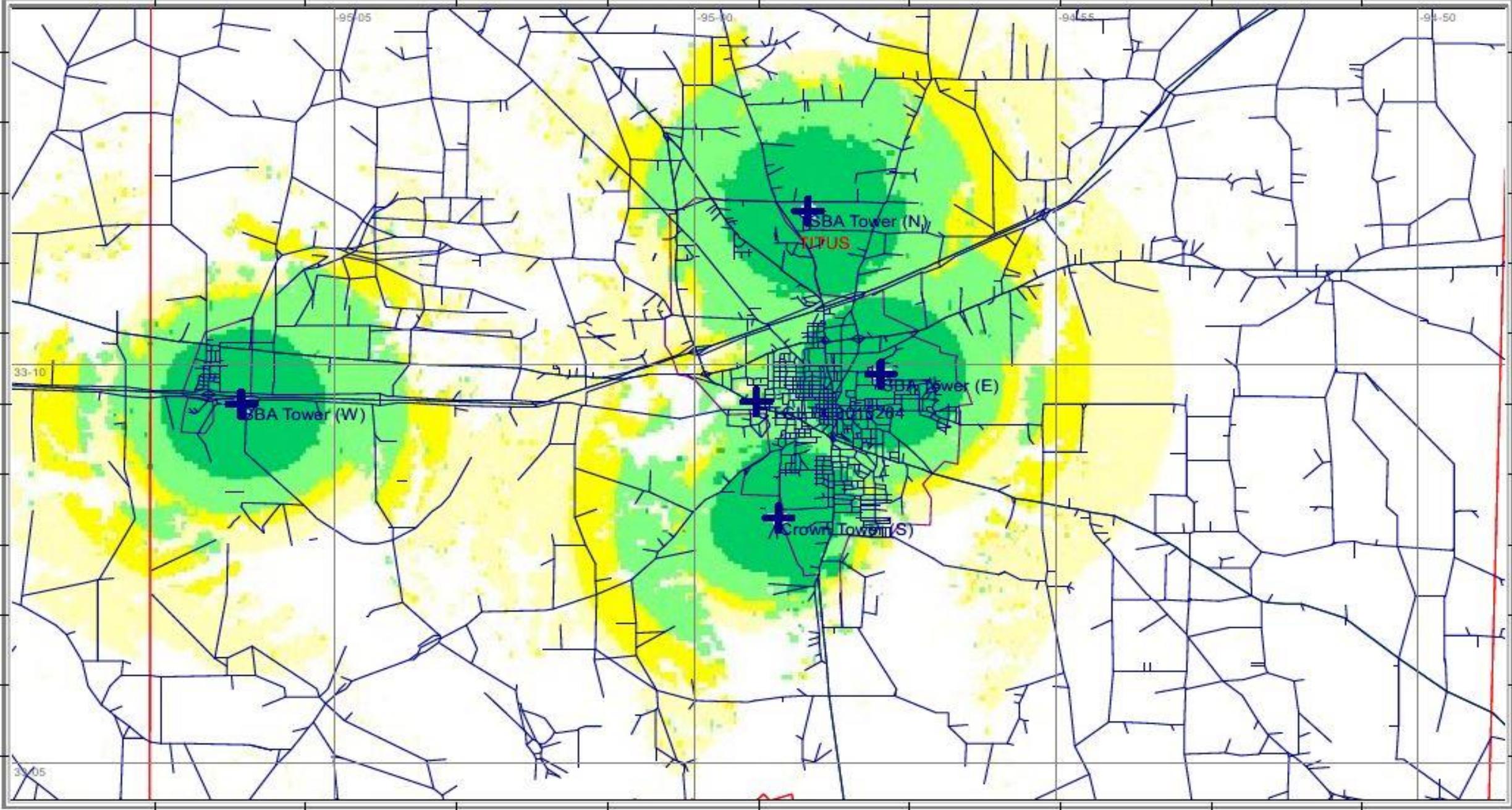
Vincent Gerard & Associates, Inc.
Land Planning, Development & Zoning Consultants
Vincentgerard.com | (512) 328-2693

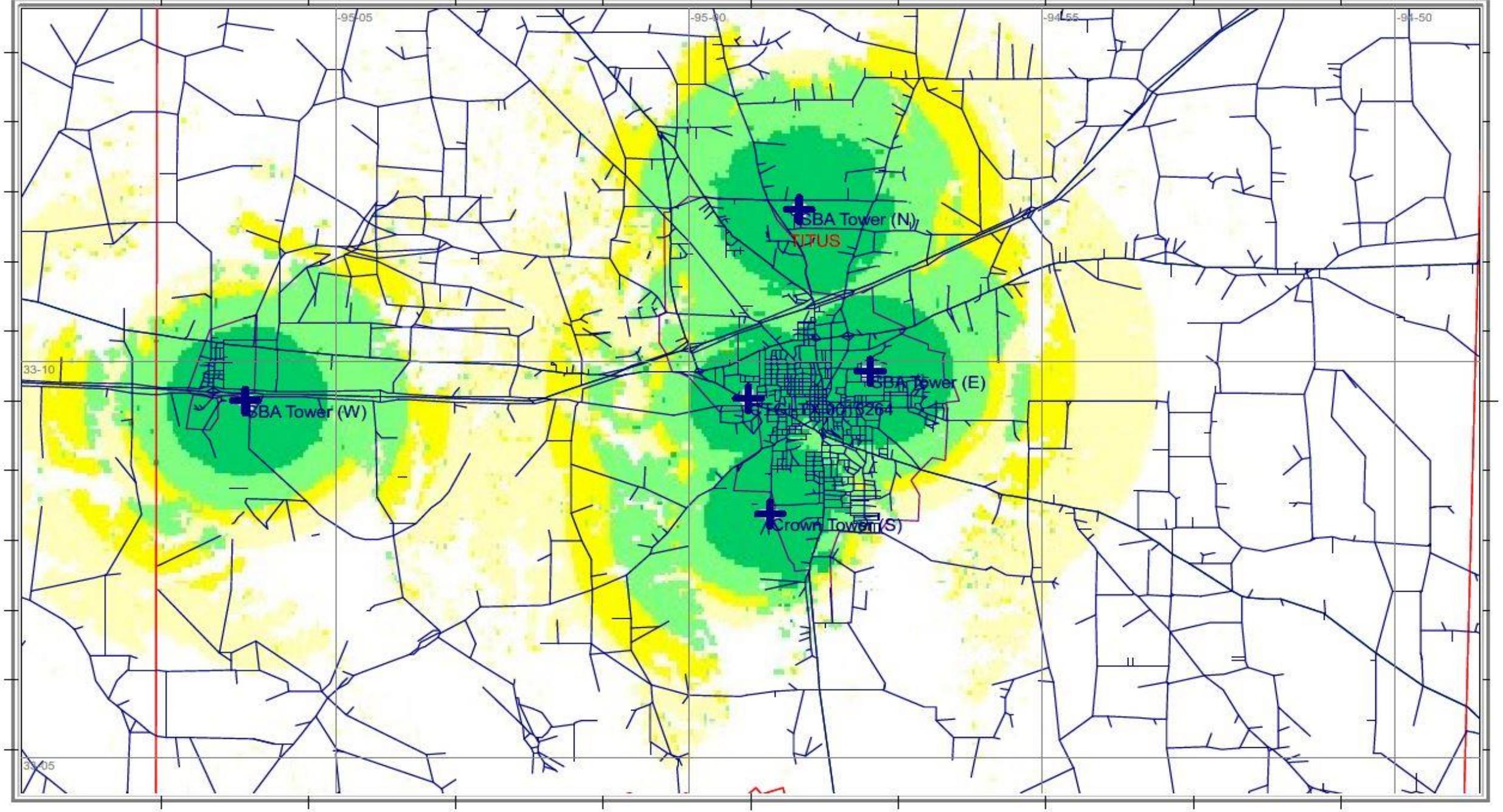


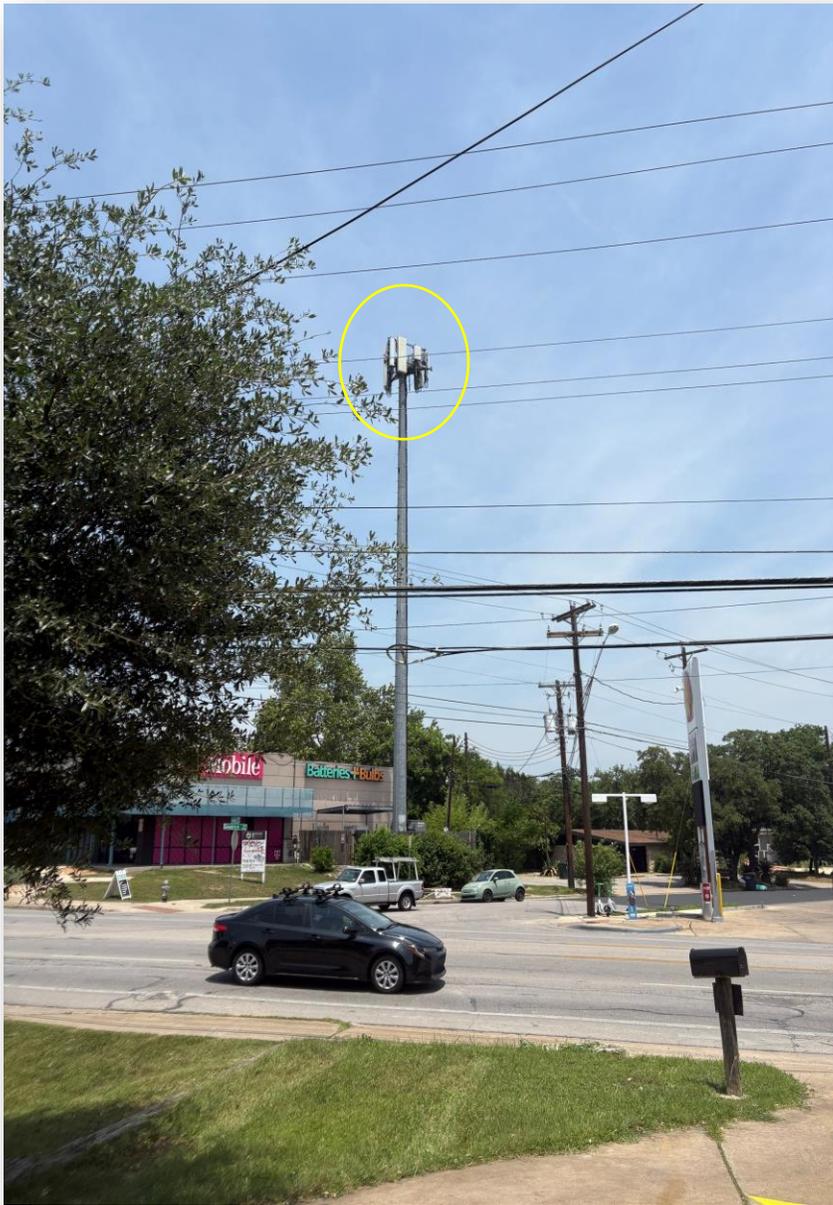
AT&T West Ferguson Mount Pleasant • Communication Towers Group I, LLC CTGI



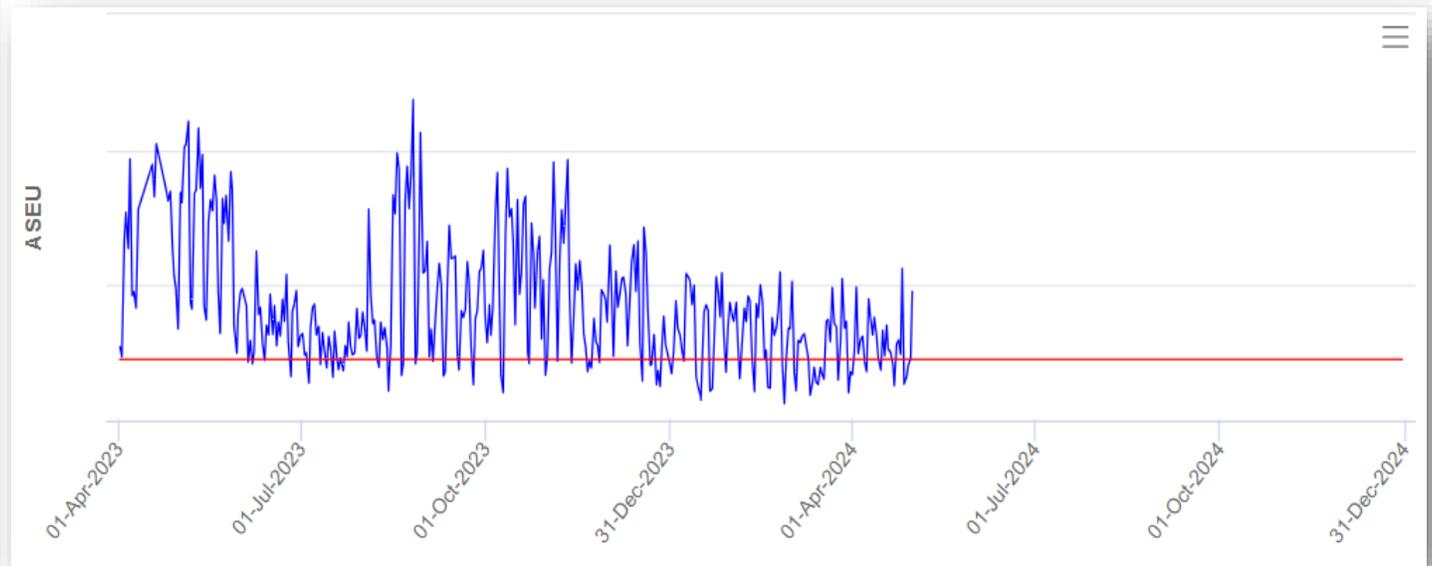
AT&T West Ferguson Mount Pleasant • Communication Towers Group I, LLC CTGL







CAPACITY EXPLAINED

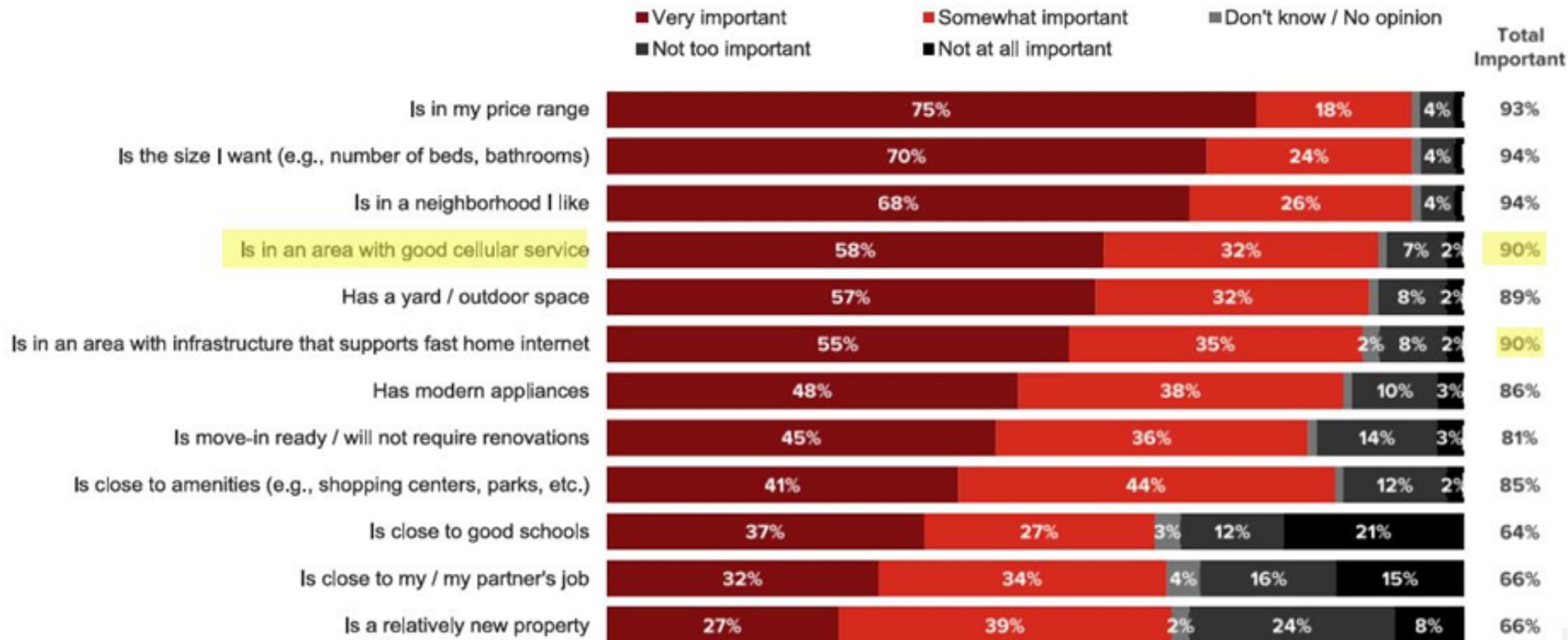


Antenna Modifications reach maximum loads,
RF power – data and usage is high,
Smart phones – pictures and video streaming,
Tower site slows down “overloaded”.

5G & CONNECTIVITY NEEDS: HOME BUYERS

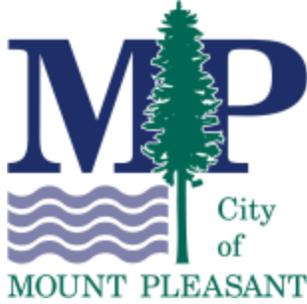
9 in 10 prospective home buyers say that good cellular service (90%) and infrastructure to support fast home internet (90%) are important considerations when it comes to the area where they are searching for a home.

Thinking about what you are looking for as you search for a single-family home to buy, how important do you consider the following?



Summary





AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Lynn Barrett, Director of Development Services

Department: Planning

Subject: Discuss and consider action to approve the Preliminary Plat (PP) for a one lot, one block Mount Pleasant Trails Addition Subdivision, being a 4.368-acre property in the Multi Family (MF) Zoning District, Property ID 15338, described in instrument 20253555 in the Real Property Records of Titus County, Texas, and addressed as 399 Tennison Road.

Item Summary:

The project is located on 4.368 acres approximately 2,000 feet east of the Tennison Road/S Jefferson intersection and situated south of Alan Drive adjacent to the Southgate Addition and is addressed as 399 Tennison Road. The owner/developer, Mount Pleasant Trails LP, proposes building a total of 52 units, within a 3 story building, with parking and recreation amenities.

As a refresher, this was a Texas Department of Housing and Community Affairs (TDHCA) Senior Tax Credit housing project awarded last year by the state, and was previously supported by City Council resolution, which is attached. The property had been rezoned Multi Family (MF) district several years ago for a separate project that never moved forward. The city's Development Review Committee has reviewed and approved the plat and site plan approvals as complying with city requirements.

Staff recommends approval of the preliminary plan with the following condition:

1. That a final plat be approved prior to building permit inspections or certificate of occupancy issuance.

The Planning and Zoning Commission discussed this item at its regular meeting on February 10, 2026, and voted to approve the preliminary plat.

Financial Impact:

There is no budgetary impact.

Recommendation(s):

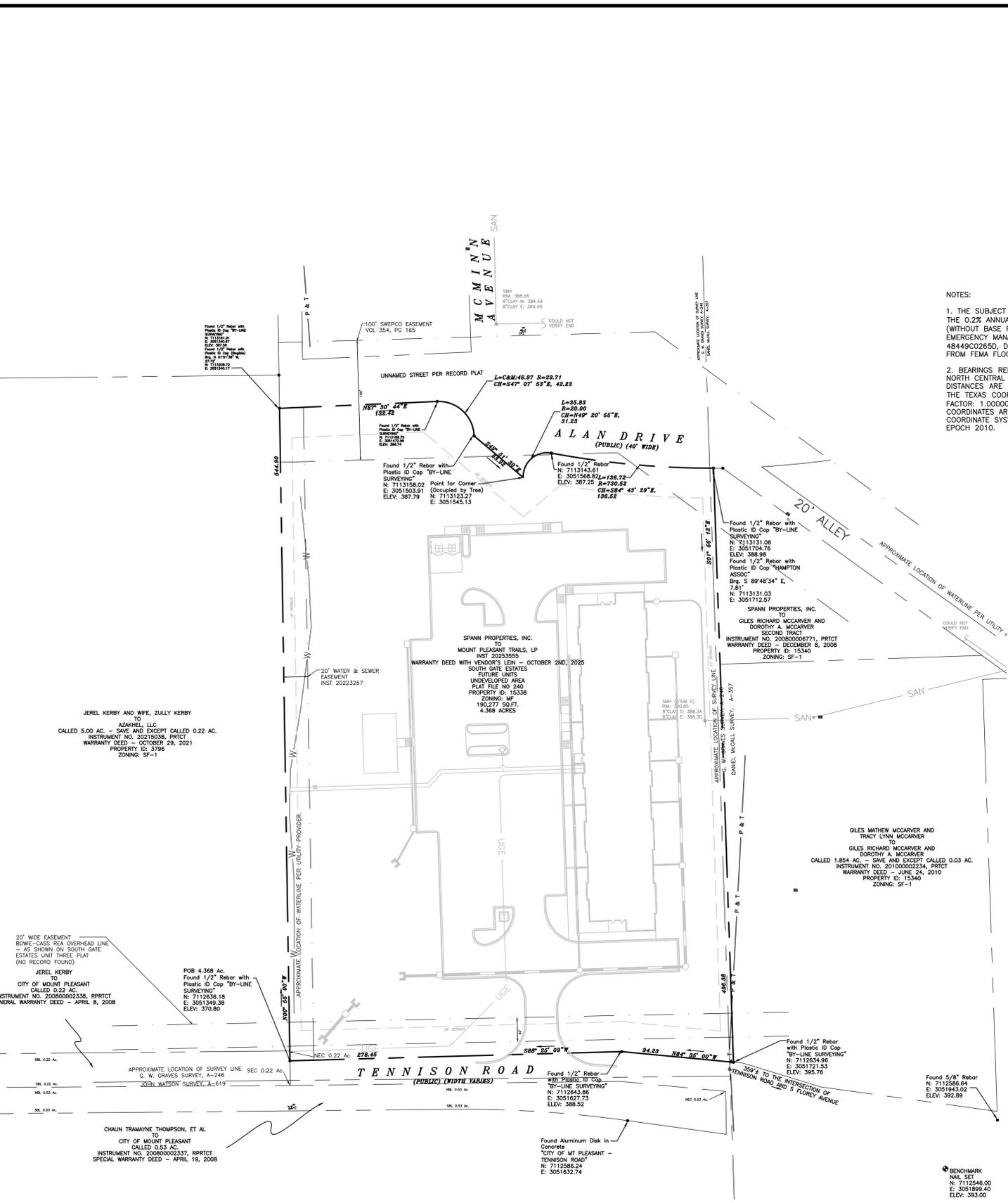
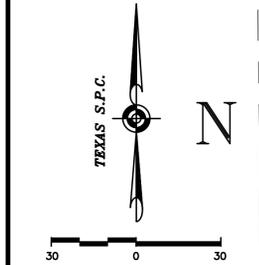
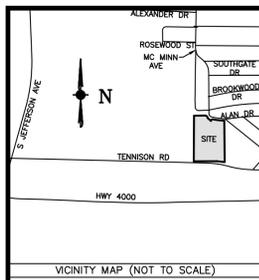
Motion to approve PP 2025-02 for the Mount Pleasant Trails Addition Subdivision as presented.

Attachments:

[Mount Pleasant Trails Preliminary Plat-PRELIM PLAT](#)

Staff Memo PP-2025-02

SIGNED RESOLUTION IN SUPPORT 20250211123507000



NOTES:

1. THE SUBJECT PROPERTY IS LOCATED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND SPECIAL FLOOD HAZARD AREA ZONE A (WITHOUT BASE FLOOD ELEVATION) AS PER FLOOD LINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 4844902250, DATED: 9/29/2010. FLOOD LINES SHOWN HEREON PER SHAPE FILES FROM FEMA FLOOD MAP SERVICE CENTER.
2. BEARINGS RELATED TO GRID NORTH FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE. DISTANCES ARE EXPRESSED IN US SURVEY FEET AS MEASURED ALONG THE GRID FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (PROJECT COMBINED FACTOR: 1.000000).
3. COORDINATES ARE EXPRESSED IN US SURVEY FEET AND ARE RELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, NAD83, 2011 ADJUSTMENT, EPOCH 2010.

JEREL KERBY AND WIFE, ZULY KERBY TO AZAVEL, LLC CALLED 5.00 AC. - SAVE AND EXCEPT CALLED 0.22 AC. INSTRUMENT NO. 20215038, PRCT WARRANTY DEED - OCTOBER 29, 2021 PROPERTY ID: 15340 ZONING: SF-1

JEREL KERBY TO CITY OF MOUNT PLEASANT CALLED 0.22 AC. INSTRUMENT NO. 20080002338, PRCT GENERAL WARRANTY DEED - APRIL 8, 2008

PRELIMINARY PLAT
MOUNT PLEASANT TRAILS SUBDIVISION
 TO THE CITY OF MOUNT PLEASANT, TITUS COUNTY, TEXAS, BEING ALL OF THAT CALLED 4.368 ACRES TRACT, DESCRIBED IN DEED TO MOUNT PLEASANT TRAILS, LP, RECORDED IN INSTRUMENT 20253555 IN THE REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS.

SYMBOLS LEGEND

⊠	CONC. MONUMENT
●	IRF IRON REBAR FOUND
○	IRF IRON PIPE FOUND
⊙	IRS 5/8" CAPPED IRON REBAR
+	CMF CHISELED MARK FOUND
⊕	CMS CHISELED MARK SET
⚡	PKF PK NAIL FOUND

LINE LEGEND

---	PROPERTY LINE
- - -	BUILDING SETBACK LINE
- · - · -	EASEMENT LINE

CARLSON CONSULTING ENGINEERS, INC.
 7068 Ledgestone Commons, Bartlett, TN 38133
 Phone (901) 384-0404 Fax (901) 384-0710
 deancarlson@carlsonconsulting.net

Shawn Billings, RPLS 5688
 15544 County Road No. 173 N
 Kilgore, Texas, 75662
 903-985-0102
 pendulumsurveying.com
 office@pendulumsurveying.com

STATE OF TEXAS)
 COUNTY OF TITUS) OWNER'S ACKNOWLEDGMENT AND DEDICATION

I (we), the undersigned owner(s) of the land shown on this plat within the area described by the metes and bounds description shown hereon, and designated herein as:

BEING 4.368 ACRES OF LAND IN THE CITY OF MOUNT PLEASANT, TITUS COUNTY, TEXAS, BEING A PART OF THE G. W. GRAVES SURVEY, A-246, AND BEING A PART OF THE DANIEL MCCALL SURVEY, A-357, AND BEING PART OF THE LAND DESCRIBED IN A WARRANTY DEED FROM ELLEN SPANN, ET AL, TO SPANN PROPERTIES, DATED FEBRUARY 17, 1994, AS RECORDED IN VOLUME 829, PAGE 11, REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS, AS CORRECTED BY CORRECTION AFFIDAVIT DESCRIBING 4.37 ACRES OF LAND, DATED JANUARY 19, 2021, AS RECORDED IN INSTRUMENT NO. 20230509, PUBLIC RECORDS, TITUS COUNTY, TEXAS, AND BEING A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LEIN FROM SPANN PROPERTIES, INC. TO MOUNT PLEASANT TRAILS, LP, DATED OCTOBER 2ND, 2025, AS RECORDED IN INSTRUMENT NUMBER 20253555, PUBLIC RECORDS, TITUS COUNTY, TEXAS, AND THIS 4.368 ACRES OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS, AS DETERMINED BY A SURVEY MADE ON THE GROUND BY SHAWN BILLINGS, RPLS, ON FEBRUARY 4, 2025, (DISTANCES ARE EXPRESSED IN US SURVEY FEET AS MEASURED ALONG THE GRID FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE):

BEGINNING AT A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THIS SOUTHWEST CORNER, BEING IN THE EAST LINE OF A CALLED 0.22 ACRE PARCEL DESCRIBED IN A DEED TO THE CITY OF MOUNT PLEASANT, AS RECORDED IN INSTRUMENT NO. 20080002338, REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS, BEING IN THE NORTH LINE OF TENNISON ROAD, AS SHOWN ON PLAT OF SOUTH GATE ESTATES, UNIT 3, AS RECORDED IN SLIDE 217, PLAT RECORDS, TITUS COUNTY, TEXAS, HAVING STATE PLANE COORDINATES OF N 7112636.18 AND E 3051349.38 (TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, US SURVEY FEET, NAD83, 2011 ADJUSTMENT, EPOCH 2010);

THENCE N 00°55'00" W (BEARINGS RELATED TO GRID NORTH FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE) WITH THIS WEST LINE AND EAST LINE OF THE CALLED 0.22 ACRE PARCEL, PASSING THE NORTHEAST CORNER OF THE 0.22 ACRE PARCEL, BEING THE SOUTHWEST CORNER OF THE RESIDUE OF A CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO AZAHKEL, LLC, AS RECORDED IN INSTRUMENT NO. 20215038, PUBLIC RECORDS, TITUS COUNTY, TEXAS, AND CONTINUING WITH THE EAST LINE OF THE RESIDUE OF THE CALLED 5.00 ACRE TRACT, A TOTAL DISTANCE OF 544.90 FEET TO A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THIS NORTHWEST CORNER, BEING IN THE SOUTH LINE OF AN AREA SHOWN AS "RESERVED FOR STREET" ON PLAT OF SOUTH GATE ESTATES, UNIT 3, HAVING STATE PLANE COORDINATES OF N 7113181.01 AND E 3051340.67

• A 1/2" INCH REBAR WITH PLASTIC ID CAP (LLEGIBLE) FOUND FOR THE NORTHEAST CORNER OF THE CALLED 5.00 ACRE TRACT BEARING N 01°01'38" W, 27.72 FEET (N 7113208.72 AND E 3051340.17);

THENCE N 87°30'44" E WITH THIS NORTH LINE AND THE SOUTH LINE OF THE AREA RESERVED FOR STREET, A DISTANCE OF 132.42 FEET TO A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING STATE PLANE COORDINATES OF N 7113186.75 AND E 3051472.96;

THENCE SOUTHEASTERLY WITH A CURVE TO THE RIGHT, WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, WITH A RADIUS OF 29.71 FEET, WITH A CENTRAL ANGLE OF 90°35'04", WITH A CHORD BEARING S 47°07'53" E, 42.23 FEET, AN ARC LENGTH OF 48.97 FEET, TO A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THE END OF THE CURVE, HAVING STATE PLANE COORDINATES OF N 7113158.02 AND E 3051503.91;

THENCE S 49°51'30" E WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, A DISTANCE OF 53.92 FEET TO A POINT FOR CORNER OCCUPIED BY A TREE, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING STATE PLANE COORDINATES OF N 7113123.27 AND E 3051545.13

THENCE NORTHEASTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, WITH A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 102°35'15", WITH A CHORD BEARING N 49°20'55" E, 31.23 FEET, AN ARC LENGTH OF 35.83 FEET, TO A 1/2" INCH REBAR FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING STATE PLANE COORDINATES OF N 7113143.61 AND E 3051568.82;

THENCE EASTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, WITH A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 730.52 FEET, WITH A CENTRAL ANGLE OF 10°43'23", WITH A CHORD BEARING S 84°43'28" E, 136.52 FEET, AN ARC LENGTH OF 136.72 FEET, TO A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THIS NORTHEAST CORNER, BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS SECOND TRACT IN A DEED TO GILES RICHARD MCCARVER AND DOROTHY A. MCCARVER, AS RECORDED IN INSTRUMENT NO. 20080006771, REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS, HAVING STATE PLANE COORDINATES OF N 7113131.06 AND E 3051704.76

• A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "HAMPTON ASSOC" FOUND BEARS S 89°48'34" E, 7.81 FEET (N 7113131.03 AND E 3051712.57);

THENCE S 01°56'12" E WITH THIS EAST LINE, THE WEST LINE OF THE MCCARVER SECOND TRACT, PASSING THE SOUTHWEST CORNER OF THE SECOND TRACT, BEING THE NORTHWEST CORNER OF A CALLED 1.854 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GILES RICHARD MCCARVER AND DOROTHY A. MCCARVER, AS RECORDED IN INSTRUMENT NO. 20100002234, PUBLIC RECORDS, TITUS COUNTY, TEXAS, AND CONTINUING WITH THE WEST LINE OF THE CALLED 1.854 ACRE TRACT, A TOTAL DISTANCE OF 496.38 FEET TO A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THIS SOUTHWEST CORNER, BEING THE SOUTHWEST CORNER OF THE CALLED 1.854 ACRE TRACT, BEING IN THE NORTH LINE OF TENNISON ROAD, AS SHOWN BY PLAT OF SOUTH GATE ESTATES, UNIT THREE, HAVING STATE PLANE COORDINATES OF N 7112634.96 AND E 3051721.53;

THENCE N 84°35'00" W WITH THIS SOUTH LINE AND NORTH LINE OF TENNISON ROAD, AS SHOWN BY PLAT OF SOUTH GATE ESTATES, UNIT THREE, A DISTANCE OF 94.23 FEET TO A 1/2" INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR AN INNER ANGLE CORNER OF THIS TRACT, HAVING STATE PLANE COORDINATES OF N 7112643.86 AND E 3051627.73;

THENCE S 88°25'09" W CONTINUING WITH THIS SOUTH LINE AND NORTH LINE OF TENNISON ROAD, AS SHOWN BY PLAT OF

and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, rights-of-way and public places shown thereon.

OWNER _____

I, _____, CITY ENGINEER FOR THE CITY OF MOUNT PLEASANT, ON THIS THE _____ DAY OF _____, HEREBY AFFIRMATIVELY APPROVE THIS PLAT AS TO CONFORMITY WITH RESPECT TO ALL SEWER AND WATER FACILITIES AND THAT SAME COMPLY WITH ALL RULES, REGULATIONS, AND REQUIREMENTS OF LOCAL GOVERNMENT, REGIONAL, STATE, AND FEDERAL AUTHORITIES.

BY: _____
 CITY ENGINEER

I, _____, CITY PLANNER FOR THE CITY OF MOUNT PLEASANT, ON THIS THE _____ DAY OF _____, HEREBY AFFIRMATIVELY APPROVE THIS PLAT AS TO CONFORMITY WITH THE DEVELOPMENT GUIDELINES OF THE CITY OF MOUNT PLEASANT.

BY: _____
 CITY PLANNER

THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT ON THIS THE _____ DAY OF _____ VOTED AFFIRMATIVELY TO APPROVE THIS PLAT.

BY: _____
 MAYOR

ATTEST: _____
 CITY SECRETARY

THE PLANNING AND ZONING COMMISSION OF THE CITY OF MOUNT PLEASANT ON THIS THE _____ DAY OF _____ VOTED AFFIRMATIVELY TO RECOMMEND APPROVAL OF THIS PLAT.

BY: _____
 CHAIRMAN

ATTEST: _____
 CITY PLANNER

MOUNT PLEASANT TRAILS, LP

CARLSON CONSULTING ENGINEERS, INC.
 7068 Ledgestone Commons
 Bartlett, TN 38133
 Phone (901) 384-0404
 Fax (901) 384-0710
 Texas Registered Engineering Firm P-9024

7556 S. CULPEPPER CIRCLE, SUITE 4
 SPRINGFIELD, MO 65908
 PH. (417) 882-1701

CITY OF MOUNT PLEASANT
CITY COUNCIL MEMORANDUM
DEVELOPMENT SERVICES DEPARTMENT

TO: City Council
CC: Rob Vine, City Manager
Candias Webster, Assistant City Manager
FROM: Lynn Barrett, Director of Development Services
DATE: February 17 2026
SUBJECT: PP-2025-02: Preliminary Plat for the Mount Pleasant Trails Apartments

An application has been submitted by Gabriel Loth on behalf of Mount Pleasant Trails, LP, property owner, for the approval of a Preliminary Plat (PP) for a one lot, one block Mount Pleasant Trails Subdivision, being a 4.368-acre property in the Multi Family (MF) Zoning District, Property ID 15338, described in instrument 20253555 in the Real Property Records of Titus County, Texas, and addressed as 399 Tennison Road.

The property is a 4.368-acre tract of land on Tennison Road and is zoned MF (Multi Family) which allows multi-family development. The developer proposes building a total of 52 units, in one building along with a clubhouse. Per the city's code requirements, a site development plan will also be considered for approval concurrently with the preliminary plat.

This property was previously approved by City Council Per Resolution 2025-01, February 4, 2025 in support of a Senior Tax Credit affordable apartment complex application on this property, and which was subsequently awarded by the Texas Department of Housing and Community Affairs in August of last year. The city agreed to provide a financial contribution in the form of reduced building or development permit fees of \$250 for the proposed development, should the Texas Department of Housing and Community Affairs award the Tax Credits to the developers and at its subsequent development.

There are existing water and sewer lines adjacent to this property.

This preliminary plat meets the requirements of Section 154 of the Subdivision Regulations of the City of Mount Pleasant. Staff recommends approval of the preliminary plat with the following condition(s):

1. That a final plat be approved prior to building permit inspections or certificate of occupancy issuance.

Staff recommends approval of this preliminary plat. based on its suitability for development.

The Planning and Zoning Commission discussed this item at its regular meeting on February 10, 2026, and voted to recommend the plat.

Attachments:

Preliminary Plat
Tax Credit Approval Resolution

RESOLUTION NO. 2025-1

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF MOUNT PLEASANT TRAILS, AND ITS AFFILIATES, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS [TDHCA] FOR THE 2025 COMPETITIVE LOW INCOME HOUSING TAX CREDIT PROGRAMS, AND APPROVING A WAIVER OF DEVELOPMENT AND PERMIT FEES.

WHEREAS, Mount Pleasant Trails, LP has proposed a development for affordable rental housing for adults 55 and older at the N side of Tennon Rd, Approx 2150 ft East of S Jefferson Ave named Mount Pleasant Trails in the City of Mount Pleasant; and

WHEREAS, there is a need for affordable housing for the City of Mount Pleasant's older citizens of modest means; and

WHEREAS, Mount Pleasant Trails, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Low Income Housing Tax Credit Program funds for Mount Pleasant Trails, and

WHEREAS, there is a requirement for a de minimus commitment of development funding by the Local Political Subdivision.

THEREFORE, Be It **RESOLVED**, that this resolution affirms the City of Mount Pleasant's support for the above named development; and

FURTHER, that the City of Mount Pleasant, acting through its governing body, hereby confirms it shall provide a financial contribution in the form of reduced building or development permit fees in the amount of Two Hundred Fifty Dollars (\$250.00) for the proposed development, if the Texas Department of Housing and Community Affairs [TDHCA] awards Low Income Housing Tax Credits to Mount Pleasant Trails, LP; and,

FURTHER RESOLVED, that the City of Mount Pleasant for and on behalf of the Governing Body, are hereby authorized, empowered, and directs the City Manager to certify this resolution to the Texas Department of Housing and Community Affairs [TDHCA].

This **RESOLUTION** was duly passed and approved by the City of Mount Pleasant on February 4, 2025.

ATTEST:


Candias Webster, City Secretary


Tracy Craig, Sr., Mayor



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Lynn Barrett, Director of Development Services

Department: Planning

Subject: Discuss and consider action to approve a request by applicant Mount Pleasant Trails LP for site plan approval of Mount Pleasant Trails Apartments, a Senior Tax Credit Project consisting of 52 units on a 4.368 acre property addressed as 399 Tennison Road.

Item Summary:

Site plan review is required by Chapter 155.46 Special Development Regulations section of the city's zoning code because this is a multifamily project. It comes as the second part of the project following action on the preliminary plat of the property into a single lot. Both were reviewed together by the staff Development Review Committee for several revision cycles and deemed to be compliant with city requirements.

The applicants are requesting a 52-unit senior multi-family housing project and recreational amenities as a one building, three-story apartment building on the property, which is being platted as a one lot, one block Mount Pleasant Addition lot.

As a refresher, this was a Texas Department of Housing and Community Affairs Senior Tax Credit housing project awarded last year by the state, and was previously supported by City Council resolution, which is attached.

The property had been rezoned Multi Family (MF) district several years ago for a separate project that never moved forward.

The site submittal contains landscape, photometric, utility connection and site circulation details, all of which were reviewed by the city's Development Review Committee and found to meet or exceed requirements for types and arrangements of landscaping, building locations, utility configuration, parking and materials.

Staff recommends approval of the site plan with the following condition:

1. That a final plat be approved prior to building permit inspections or certificate of occupancy issuance.

The Planning and Zoning Commission discussed this item at its regular meeting on February 10, 2026, and voted to recommend the project site plan

Financial Impact:

There will be no budgetary impact.

Recommendation(s):

Motion to approve SP-2025-04 for the Mount Pleasant Trails Senior Tax Credit project as presented.

Attachments:

[Staff Memo Council SP-2025-04 Pleasant Trails0001
MP Trails](#)

CITY OF MOUNT PLEASANT

CITY COUNCIL MEMORANDUM

DEVELOPMENT SERVICES DEPARTMENT

TO: City Council
CC: Rob Vine, City Manager
Candias Webster, Assistant City Manager
FROM: Lynn Barrett, Director of Development Services
DATE: February 17, 2026
SUBJECT: SP-2025-04 Site for the Mount Pleasant Trails Senior Apartments

An application has been submitted by Gabriel Loth on behalf of Mount Pleasant Trails, LP, property owner, for the approval of a Site Plan for the Mount Pleasant Trails Apartments at 399 Tennison Road. The site plan approval is required due to its being a multi-family project. The property is zoned Multi Family which allows apartment developments.

This property was previously supported by City Council a year ago as a Senior Tax Credit housing apartment complex application and was awarded by the Texas Department of Housing and Community Affairs in August.

The city agreed to provide a financial contribution in the form of reduced building or development permit fees of \$250 for the proposed development, if the Texas Department of Housing and Community Affairs awarded the Tax Credits to the developers and at its subsequent development.

The project is located on 4.368 acres approximately 2,000 feet east of the Tennison Road/S Jefferson intersection and situated south of Alan Drive adjacent to the Southgate Addition. The developer proposes building a total of 52 units, contained in a 3 story building, with parking and recreation amenities. This site development plan is considered for approval following action on the accompanying preliminary plat.

The submittal contains sheets depicting landscape, photometric and site submittals, all of which were reviewed by the city's Development Review Committee and found to meet or exceed requirements for types and arrangements of landscaping, building locations, utility configuration, parking and materials.

Staff recommend approval of the site plan for this project with the following condition:

1. That a final plat be approved prior to building permit inspections or certificate of occupancy issuance.

The Planning and Zoning Commission discussed this item at its regular meeting on February 10, 2026, and voted to recommend the site plan as presented.

Attachments

Site Plan

Landscape Plan

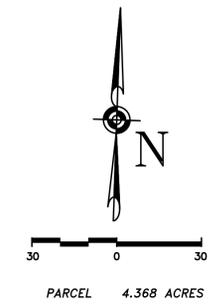
Photometric Plan

Tax Credit Support Resolution

SITE INFORMATION	
LAND AREA:	4.368 AC
EXISTING USE:	NONE
CURRENT ZONING:	MF
PROPOSED USE:	SENIOR APARTMENTS
BUILDING SQUARE FOOTAGE:	15,686
GROSS LOT COVERAGE:	8.25%

LOT INFORMATION	
REGULATIONS WITHIN THE MF DISTRICT	
MINIMUM LOT DEPTH:	100 FEET
MINIMUM LOT WIDTH:	75 FEET
MINIMUM FRONT YARD:	25 FEET
MINIMUM REAR YARD:	10 FEET
MINIMUM SIDE YARD:	15 FEET

PARKING DATA	
PARKING REQUIRED	
STANDARD VEHICLES	99
ADA SPACES	4
VAN ADA SPACES	1
TOTAL REQUIRED	104
PARKING PROVIDED	
STANDARD VEHICLES	96
ADA SPACES	6
VAN ADA SPACES	2
TOTAL PROVIDED	104



- LEGEND**
- BUILDING SIDEWALK
 - HEAVY DUTY ASPHALT
 - STANDARD DUTY ASPHALT
 - HEAVY DUTY CONCRETE
 - 1' SIDEWALK DRAIN
 - PROPERTY LINE
 - PROPERTY CORNER
 -
 - PARKING COUNT
 - SIGN
 - TRANSFORMER PAD
 - ACCESSIBLE PARKING SYMBOL
 - DOUBLE SOLID YELLOW LINE
 - SINGLE SOLID WHITE LINE
 - SAWCUT LINE

NO	REVISIONS

Mount Pleasant Trails, LP
 3556 S. CULPEPPER CIRCLE, SUITE 4
 SPRINGFIELD, MO 65804
 PH. (417) 882-1701

SITE PLAN
MT PLEASANT TRAILS
MT PLEASANT, TEXAS

CARLSON CONSULTING ENGINEERS, INC.
 1008 Lakeshore Commons
 Bartlett, TN 38133
 Phone (901) 384-0404
 Fax (901) 384-0710
 Texas Registered Engineering Firm F-9824

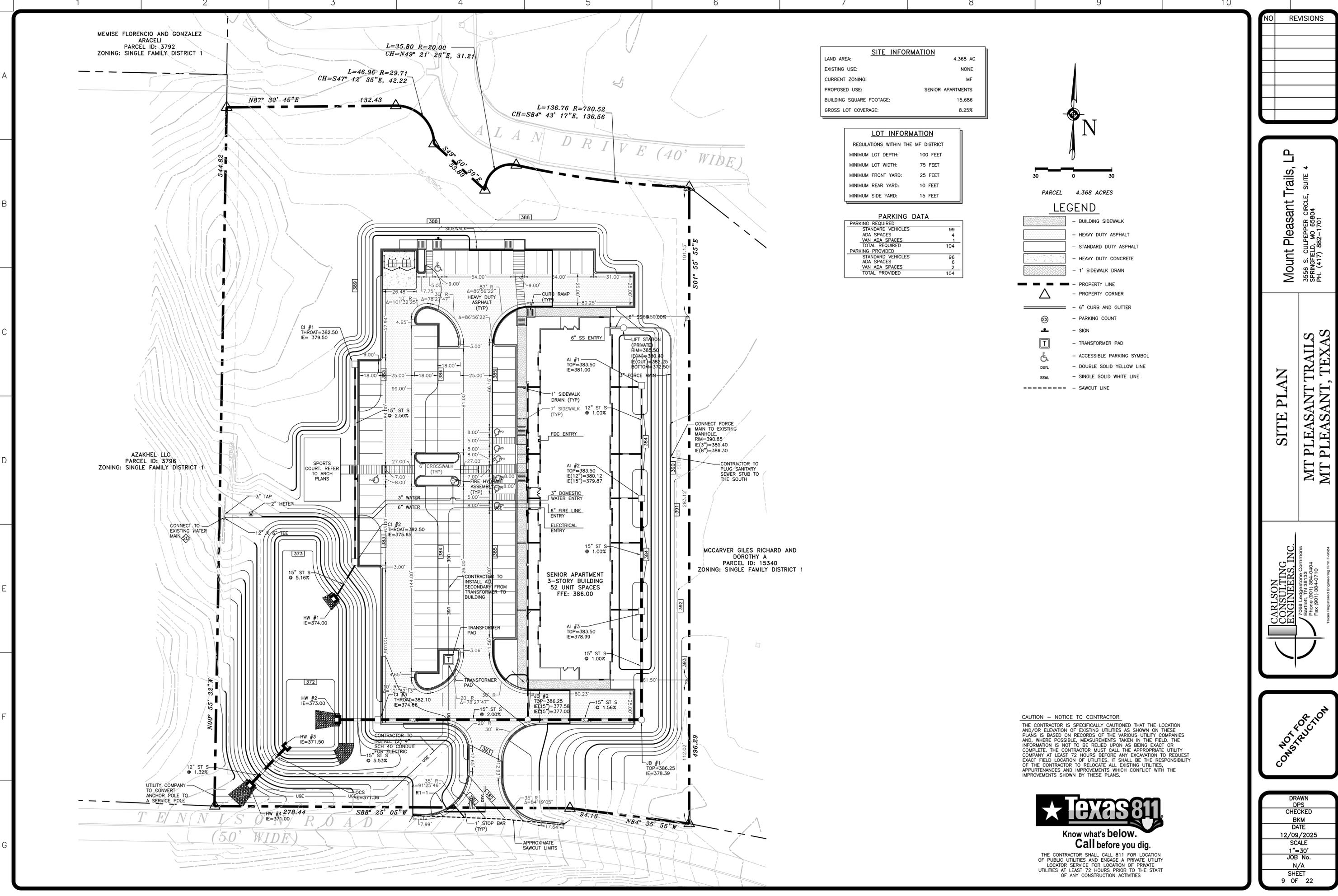
NOT FOR CONSTRUCTION

CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES, APPURTENANCES AND IMPROVEMENTS WHICH CONFLICT WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.



Know what's below.
Call before you dig.
 THE CONTRACTOR SHALL CALL 811 FOR LOCATION OF PUBLIC UTILITIES AND ENGAGE A PRIVATE UTILITY LOCATOR SERVICE FOR LOCATION OF PRIVATE UTILITIES AT LEAST 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.

DRAWN	DPS
CHECKED	BKM
DATE	12/09/2025
SCALE	1"=30'
JOB No.	N/A
SHEET	9 OF 22



MEMISE FLORENCIO AND GONZALEZ
 ARACELI
 PARCEL ID: 3792
 ZONING: SINGLE FAMILY DISTRICT 1

$L=35.80$ $R=20.00$
 $CH=N49^{\circ} 21' 26'' E, 31.21$

$L=46.96$ $R=29.71$
 $CH=S47^{\circ} 12' 35'' E, 42.22$

$L=136.76$ $R=730.52$
 $CH=S84^{\circ} 43' 17'' E, 136.56$

AZAKHEL, LLC
 PARCEL ID: 3796
 ZONING: SINGLE FAMILY DISTRICT 1

MCCARVER GILES RICHARD AND
 DOROTHY A
 PARCEL ID: 15340
 ZONING: SINGLE FAMILY DISTRICT 1

SENIOR APARTMENT
 3-STORY BUILDING
 52 UNIT SPACES
 FFE: 386.00

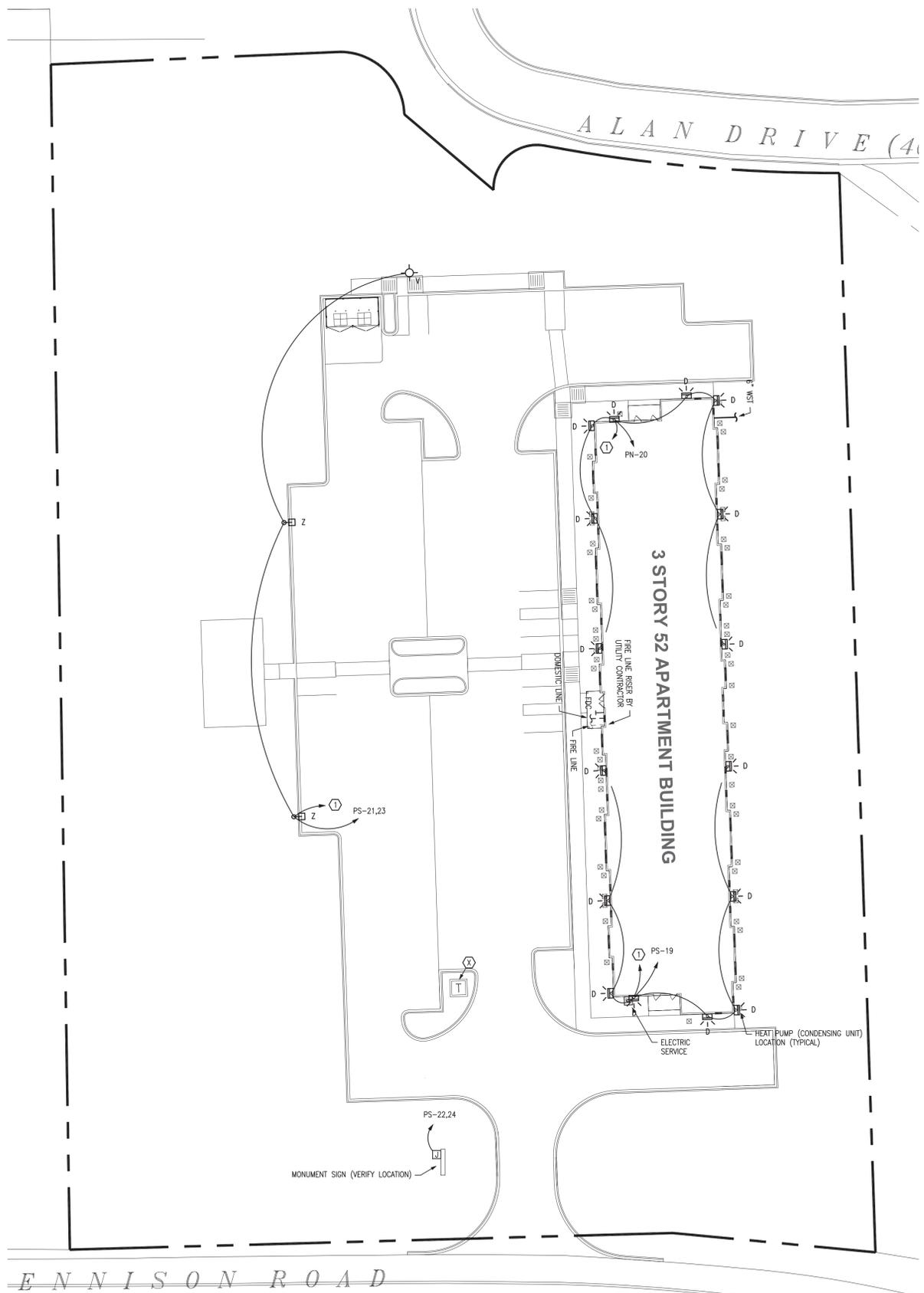
G



MALICOAT - WINSLOW ENGINEERS, INC.
 TEXAS STATE REGISTERED ENGINEERING FIRM F-19643
 TEL 573-875-1300
 4840 RANGELINE STREET, #101 COLUMBIA, MISSOURI 65202
 FAX 573-875-1305
 FREDDIE MALICOAT, P.E.

MT. PLEASANT TRAILS
 2316 JEFFERY AVE
 MT. PLEASANT, TITUS COUNTY, TX, 75455

CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE.
 DATE : 12-19-25
 REVISIONS :
 TITLE : **SITE MEP PLAN**
 SHEET : **ME1**
 OF **ME4**
 PROJECT : 25218



(FOR ALL SYSTEMS, ALL MEP PLANS)

GENERAL NOTES:

- ALL WORK SHALL BE DONE IN STRICT CONFORMANCE TO THE BUILDING CODES OF THE CITY OF MT. PLEASANT, TX.
- VERIFY SERVICE REQUIREMENTS FOR OWNER'S SPECIFIC EQUIPMENT PRIOR TO ROUGH-IN.
- COORDINATE INSTALLATION OF EQUIPMENT WITH MANUFACTURERS' INSTALLATION INSTRUCTIONS PRIOR TO ROUGH-IN.
- CONTRACTOR SHALL MAINTAIN FIRE RATING OF ANY PENETRATION AND SHALL SEAL ANY PENETRATION IN A FLOOR, CEILING, OR EXTERIOR WALL.

KEYED NOTES:

① TO PHOTOCELL AND TIMER

ⓧ I.E. X1, X2, PROPOSED TRANSFORMER LOCATION. CONTRACTOR SHALL VERIFY WITH UTILITY, COMPARE PROVIDED TRANSFORMER SIZES & LOCATIONS (FEEDER LENGTHS) TO AIC SCHEDULE (E15) TO DETERMINE IF THEY ARE WITHIN THE CALCULATED ALLOWANCES.

MECHANICAL SYMBOL SCHEDULE			
	WST	WASTE PIPING	
	V	VENT PIPING	
	VM	VENT PIPING OVER WASTE PIPING	
	CW	COLD WATER PIPING	
	HW	HOT WATER PIPING	
		PIPE FITTINGS (ELL DOWN - TEE DOWN - TEE UP)	
		VALVE - CHECK VALVE	
		UNION - STRAINER	
		GAS COCK - BALANCING COCK	
		AIR TERMINAL TAG. "A" INDICATES MARK ON GRILLE AND REGISTER SCHEDULE. "200" INDICATES AIR VOLUME IN CFM. "12x12" INDICATES FACE SIZE.	
		AIR TERMINALS (REGISTER - GRILLE)	
		FIRE DAMPER	
		SMOKE DAMPER	
		MANUAL DAMPER	
		MOTORIZED DAMPER	
		THERMOSTAT - HUMIDISTAT (ZONE SUBSCRIPT)	
WST	V	WASTE	- VENT
CO	VTR	CLEAN OUT	- VENT THROUGH ROOF
SA	RA	SUPPLY AIR	- RETURN AIR
FA	EA	FRESH AIR	- EXHAUST AIR
N/E	E/R	NEW CONNECTS TO EXISTING	- EXISTING TO REMAIN
		PENDANT MOUNTED SPRINKLER HEAD	
		UPRIGHT MOUNTED SPRINKLER HEAD	
		PENDANT HEAD BELOW / UPRIGHT HEAD ABOVE	
		SIDEWALL SPRINKLER HEAD	
		EXTENDED COVERAGE SIDEWALL SPRINKLER HEAD	

ELECTRICAL SYMBOL SCHEDULE			
	P2-22,24	HOME RUN CIRCUIT TO PANEL P2, CIRCUITS 22,24	
		EACH ARROW INDICATES ONE CIRCUIT	
		SHORT HATCH MARKS INDICATE # OF PHASE CONDUCTORS	
		LONG HATCH MARKS INDICATE # OF NEUTRAL CONDUCTORS	
		NO HATCH MARK INDICATES TWO CONDUCTORS	
		ELECTRICAL SERVICE OR FEEDER WIRING	
		WIRING IN WALL OR CEILING - WIRING IN FLOOR	
		RECEPTACLE OUTLET (DUPLICATION - QUADRUPLEX - SPLIT WIRED - SPECIAL POWER)	
		COMMUNICATIONS OUTLET (TELEPHONE - CATV - DATA/PHONE)	
		WALL SWITCH SINGLE POLE (3-WAY - DIMMER - 4-WAY - PILOT - SPEED - KEYED - TIMER)	
		INCANDESCENT OR HID LIGHT FIXTURE (CEILING MOUNTED - WALL MOUNTED)	
		FLUORESCENT LIGHT FIXTURE (ENCLOSED - STRIP) (S INDICATES SPLIT WIRED)	
		EXIT LIGHT - EMERGENCY LIGHT - EMERGENCY/EXIT LIGHT	
		CLOCK RECEPTACLE	
		ELECTRIC PANEL	
		SPEAKER - PUSH TO TALK	
		JUNCTION BOX - PULL BOX	
		DISCONNECT (FUSED - NONFUSED)	
		STARTER	
	5-208-3	ELECTRIC MOTOR (5 HP - 208V - 3 PHASE)	
		THERMOSTAT - HUMIDISTAT (ZONE SUBSCRIPT)	
	42 G W	OUTLET (MOUNT HEIGHT INCHES - GFI PROTECTED - WEATHER PROOF GFI)	
		SMOKE DETECTOR - HEAT DETECTOR	
		MANUAL PULL STATION - ALARM	
		MAGNETIC DOOR HOLDER - INTERLOCK RELAY	
		END OF LINE RESISTOR	
	FACP	FIRE ALARM CONTROL PANEL	
	DIAL	DIALER	

1
ME1
SITE MEP PLAN
 1" = 30'-0"

T:\job\05\05218\25218.dwg, 12/29/2025 12:00:42 PM, JamesA



MALICOAT - WINSLOW ENGINEERS, INC.
 TEXAS STATE REGISTERED ENGINEERING FIRM F-19643
 4840 RANGELINE STREET, #101
 COLUMBIA, MISSOURI 65202
 TEL 573-875-1300
 FAX 573-875-1305
 FREDDIE MALICOAT, P.E.

MT. PLEASANT TRAILS
 2316 JEFFERY AVE
 MT. PLEASANT, TITUS COUNTY, TX, 75455

CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE.
 DATE: 12-19-25
 REVISIONS:
 TITLE: SCHEDULES
 SHEET: ME2 OF ME4
 PROJECT: 25218

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	MODEL NUMBER
WC1	WATER CLOSET	AMERICAN STANDARD 3517C.101.020, WHITE VITREOUS CHINA, 15" HEIGHT, ELONGATED BOWL, FLUSH TANK, BEMIS 1200SLOWA WHITE SEAT, SUPPLY & STOP.
WC2	WATER CLOSET	AMERICAN STANDARD 3517A.101.020, WHITE VITREOUS CHINA, 16 1/2" HEIGHT, ELONGATED BOWL, FLUSH TANK, ADA HEIGHT, BEMIS 1200SLOWA WHITE SEAT, SUPPLY & STOP.
L1	LAVATORY	AMERICAN STANDARD 0476.028.020, WHITE VITREOUS CHINA, SELF-RIMMING, MOEN 8917 FAUCET, POUPUP DRAIN, P-TRAP, SPEEDWAY 1920A SUPPLIES AND STOPS - FOR EXPOSED PIPING WITH TRUEBRO INSULATION KIT.
L2	LAVATORY	AMERICAN STANDARD 0476.028.020, WHITE VITREOUS CHINA, SELF-RIMMING, MOEN 8915 FAUCET, DEARBORN BRASS 760-1 GRID DRAIN, P-TRAP, SPEEDWAY 1920A SUPPLIES AND STOPS FOR EXPOSED PIPING WITH TRUEBRO INSULATION KIT, MOUNT PER ADA.
L3	LAVATORY	AMERICAN STANDARD 0355.012.020, WHITE VITREOUS CHINA, MOEN 8938 FAUCET, DEARBORN BRASS 760-1 GRID DRAIN, P-TRAP, SPEEDWAY CR1920A SUPPLIES AND STOPS. CONCEALED CHAIR CARRIER, FOR EXPOSED PIPING WITH TRUEBRO INSULATION KIT, MOUNT PER ADA.
S1	SINK	ELKAY DAYTON DSE2-3321-4, 20GA STAINLESS STEEL, LK-35 STRAINER, LK2423C FAUCET W/SPRAY, SPEEDWAY CR1920A SUPPLIES AND STOPS.
S2	SINK	ELKAY DAYTON GE2-3321-4, 22GA STAINLESS STEEL, LK-35 STRAINER, LK2423C FAUCET W/SPRAY, SPEEDWAY CR1920A SUPPLIES AND STOPS FOR EXPOSED PIPING WITH TRUEBRO INSULATION KIT, MOUNT PER ADA.
WB	WASHER BOX	GUY GRAY BB200TS WASHING MACHINE CONNECTION BOX.
IMB	ICE MAKER BOX	GUY GRAY BIM875 ICE MAKER CONNECTION BOX.
DSP	DISPOSAL	INSINKERATOR EVOLUTION PRO 880, 7/8 HP, 2 STAGE GRIND, SOUND REDUCING COMPONENTS
DW	DISHWASHER	DISHWASHER BY CONTRACTOR AS SELECTED BY OWNER.
T1	TUB/SHOWER	LASCO 2603-SGMR OR 2603-SGML, MOEN 62320 VALVE & TL-183 FAUCET, K-7160 DRAIN.
T2	TUB/SHOWER	AQUATIC 2603SMTL E OR R DRAIN, MOEN 62320 VALVE, K-7160-TF-BKB DRAIN HAND-HELD SHOWER (WATERSENSE FAUCET), 24" SLIDE BAR, VACUUM BREAKER AND 60" HOSE, PRESSURE BALANCING MIXING VALVE, 3-1/4" DRAIN, L-SHAPED GRAB BAR, L-SHAPED FOLD-UP CUSHIONED SEAT, SOAP DISH, CURTAIN ROD AND CURTAIN. UFAS CONFIGURATION
MS	MOP SINK	SWAN MS 2424-3, MS-2412 FAUCET, MS-2405 HOSE, MS-2408 RIM GUARD, STRAINER.
HD	HUB DRAIN	SOLIX CHIEF SERIES 832-3HHD PVC HUB DRAIN WITH TRAP PRIMER OR TRAP GUARD WITH P-TRAP FOR WOOD FLOORS.
FPHB	FRZ PROOF HOSE BIB	WOODFORD MODEL 67 SERIES POLISHED CHROME WALL FAUCET WITH TEE KEY, VACUUM BREAKER.
WH1	WATER HEATER	A.O. SMITH ENLB-40, 40 GALLON ELECTRIC, DUAL 4,500W ELEMENTS.
RPZ	BACKFLOW PREVENTER	WATTS LF909QT SERIES - REDUCED PRESSURE ZONE ASSEMBLY
DCA	BACKFLOW PREVENTER	WATTS 350 SERIES - DOUBLE CHECK DETECTOR ASSEMBLY
ET	EXPANSION TANK	AMTROL ST-5
SP	SUMP PUMP	STANCOR OIL-MINDER SE50 ELEVATOR PIT SUMP PUMP, 1/2 HP, 208V, 1ø, 4 FLA. BY PLUMBING CONTRACTOR.

NOTE: A WATER-HAMMER ARRESTOR SHALL BE INSTALLED WHERE QUICK-CLOSING VALVES ARE UTILIZED (ICE MAKERS, DISHWASHERS, AND WASHING MACHINES).

FIRE DAMPER SCHEDULE

WHERE REQUIRED	LOCATION	TYPE	DESCRIPTION
UNITS	MECHANICAL	CEILING	FIRE DAMPER REQUIRED AT MAIN DUCT TRUNK PENETRATION INTO THE RATED CEILING/FLOOR ASSEMBLY. (TYPICAL FOR ALL UNIT SUPPLY DUCT).
UNITS	CEILING	CEILING	CEILING RADIATION DAMPER REQUIRED FOR EACH CEILING SUPPLY REGISTER AT THE RATED CEILING/FLOOR ASSEMBLY PENETRATION. (TYPICAL FOR ALL SUPPLY REGISTERS).
UNITS	BATH	CEILING	FIRE DAMPER REQUIRED FOR ALL EXHAUST FANS MOUNTED IN THE RATED CEILING/FLOOR ASSEMBLY. (TYPICAL FOR ALL EXHAUST FANS).
UNITS	MECHANICAL	CEILING	FIRE DAMPER REQUIRED AT FRESH AIR DUCT PENETRATION AT RATED ASSEMBLY.

NOTE: TESTED AND LISTED SYSTEMS SPECIFICALLY STATE THE MANUFACTURER AND THE EXACT PRODUCTS THAT MAY BE USED. THERE ARE NO SUBSTITUTIONS. AS EACH PRODUCT HAS DIFFERENT PROPERTIES, AND THESE SPECIFIC COMBINATIONS AND APPLICATIONS ARE WHAT HAVE PASSED TESTING. MANY TIMES, A SYSTEM IS INCORRECTLY INSTALLED USING A DIFFERENT MANUFACTURER, THE WRONG FIRESTOP PRODUCT, DIFFERENT BRAND OF INSULATION, LACK OF USE OF MATERIALS FOR SOUND TRANSFER CONSTRUCTION (STC), ETC. THAN WHAT IS SPECIFIED IN THE LISTED SYSTEM AND WILL NOT BE ACCEPTED FOR ANY REASON (EVEN LACK OF AVAILABILITY). IT WILL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UL LISTINGS MATCH THE ASSEMBLIES AND THE CORRECT QUANTITY IS AVAILABLE FOR THE JOB PRIOR TO ROUGH-IN.

GRILLE AND REGISTER SCHEDULE

MARK	MFG / MODEL	DAMPER	COLOR	DESCRIPTION
A	PRICE / 620DAL	YES	WHITE	ALL ALUMINUM DOUBLE DEFLECTION SUPPLY REGISTER WITH O.B.D. AND FIRE DAMPER.
B	PRICE / 620	NO	WHITE	WALL MOUNT ALL ALUMINUM RETURN AIR GRILLE.

NOTE: ALL GRILLES, REGISTERS, AND DIFFUSERS TO BE ALL ALUMINUM UNLESS NOTED OTHERWISE. STEEL CAN BE USED IF POWDER COATED PAINT IS APPLIED. QUANTITIES, SIZES, FRAMES AND ACCESSORIES TO BE CONFIRMED BY CONTRACTOR.

LIGHTING FIXTURE SCHEDULE

MARK	FIXTURE	MANUFACTURER AND MODEL NUMBER	TYPE	LAMPS	MOUNTING	REMARKS
				#	SIZE	
A	CAN	HALO HLBSL6099FS351EMW	LED	1	13	RECESSED 1
B	BATH VANITY	RP LIGHTING 4904BN-3	LED	3	8	WALL 1
C	CEILING FAN	VISUAL COMFORT MONTE CARLO SHV52BSF	LED	3	6	SURFACE 1
D	WALLPACK	LSI XWM-FT-LED-12L-50	LED	1	102	WALL 1,3
E1	EMERGENCY	SURE-LITES SEL60	LED	2	3	SURFACE 1
E2	EGRESS EYE	SURE LITES APWR2	LED	1	3	SURFACE 1
E3	EMERG/EXIT	SURE LITES APC7RGSAL	LED	3	3	SURFACE 1,2
E5	EXIT	SURE LITES APC7RGSAL	LED	2	6	SURFACE 1
F	PORC. KEYLESS	LEVITON 9875	SFL	1	26	WALL 1
H	SCONCE	RP LIGHTING 440B-30	LED	1	15	WALL 1
I	TROFFER	WILLIAMS 50G-S24-L60/840-SAF12125-DRV-UNV	LED	1	56	RECESSED 1
I	WALL BRACKET	METALUX 4BCLED-LD4-40SL-F-UNV-EL14W-L840	LED	1	42	WALL 1
J	WRAP	WILLIAMS 17-4-L55/840-AF-DRV-UNV	LED	1	32	SURFACE 1
V	SITE POST	LSI LED ENTERPRISE XENM3-PT-5-LED-HO-CW-UE	LED	1	107	14" POST 1
Z	PARKING	LSI MRS-LED-24L-SIL-SW-50-70CRI	LED	1	196	POLE 1,2

1. CONFIRM FIXTURE SELECTIONS WITH OWNER PRIOR TO PURCHASE.
 2. REMOTE HEADS AS SHOWN.
 3. VIA PHOTOCELL AND TIMER.

ELECTRICAL FIXTURE SCHEDULE

MARKEL ELECTRIC HEATERS

MARK	HTG KW IN	HTG BTU OUT	V / ø	AMPS	WATTS	LENGTH	MODEL	REMARKS
EH1	1.50	5,120	120 / 1	12.5	1,500	-	E3323TD-RP (WALL)	1,2,3

1. OR APPROVED EQUAL.
 2. WITH INTEGRAL THERMOSTAT.
 3. SEE ARCHITECTURAL DRAWINGS FOR FIRE RATED ENCLOSURE FOR FIXTURES LOCATED IN FIRE RATED WALL OR CEILING SYSTEMS.

HVAC EQUIPMENT SCHEDULE

GOODMAN FAN COILS / HEAT PUMP UNITS

MARK	HTG KW IN	HTG BTU OUT	TOTAL CLG	SENS CLG	CFM @ 0.5"	O.A. CFM	V / ø	FLA	MOCOP	MODEL	REMARKS
F1	5.0	12,788	18,000	13,500	600	50	208 / 1	20.6	30	AWST18SU1405AA	1,2,4
C1							208 / 1	8.5	20	GSZH501810A	

MITSUBISHI MULTI SPLIT INDOOR UNITS

MARK	STYLE	HTG BTU OUT	TOTAL CLG	SENS CLG	-	-	V / ø	FLA	MOCOP	MODEL	REMARKS
IU1	4-WAY CLG	5,600	3,750	9,000			208 / 1	0.19	-	PLFY-POS1NFMU-E	1,2,3
IU2	4-WAY CLG	13,500	12,000	9,000			208 / 1	0.23	-	PLFY-P12NFMU-E	1,2,3
IU3	4-WAY CLG	20,000	18,000	13,500			208 / 1	0.40	-	PLFY-P18NFMU-E	1,2,3

MITSUBISHI MULTI SPLIT OUTDOOR UNITS

MARK	ZONES	HTG BTU OUT	TOTAL CLG	SENS CLG	-	-	V / ø	FLA	MOCOP	MODEL	REMARKS
OU1	1	12,300	12,000	9,000			208 / 1	10	15	MUZ-GS12NAHZ	1,3
OU2	2	25,000	22,000	16,500			208 / 1	32	40	MXZ-3C24NAHZ4	1,3
OU3	3	42,000	36,000	27,000			208 / 1	45	50	MXZ-SM36NAHZ2-U1	1,3

BROAN EXHAUST FANS

MARK	CFM	ESP	DRIVE	RPM	SONES	HP	V / ø	FLA	-	MODEL	REMARKS
EF1	80	0.100"	DIRECT	935	< 0.3	-	120 / 1	0.4	-	ZB80	1,3,5,6

GE RANGE HOOD AND MICROWAVE FANS

MARK	CFM	-	-	-	SONES	AMPS	V / ø	WATTS	-	MODEL	REMARKS
MW	300	-	-	-	-	-	120 / 1	1,580	-	JVM3150DFWW	1
RH	160	-	-	-	7.0	2.5	120 / 1	-	-	JV338HWW	1

DRYERBOX DRYER CONNECTION BOXES

MARK	-	-	-	-	-	-	-	-	-	MODEL	REMARKS
DB	-	-	-	-	-	-	-	-	-	DB-425	1

1. OR APPROVED EQUAL.
 2. WITH PROGRAMMABLE STAT, COMMON AREAS TO HAVE CONTROLS DESCRIBED IN THE IECC. (E SETBACK, OFF HOUR, START AND STOP).
 3. ENERGY STAR RATED
 4. HEAT PUMPS SHALL HAVE ELECTRIC HEAT LOCKOUT WHEN IN THE DEFROST CYCLE.
 5. WITH FIRE DAMPER.
 6. WITH TIMER FOR FRESH AIR, SEE UNIT LIGHTING FOR CFM/TIME REQUIREMENTS.

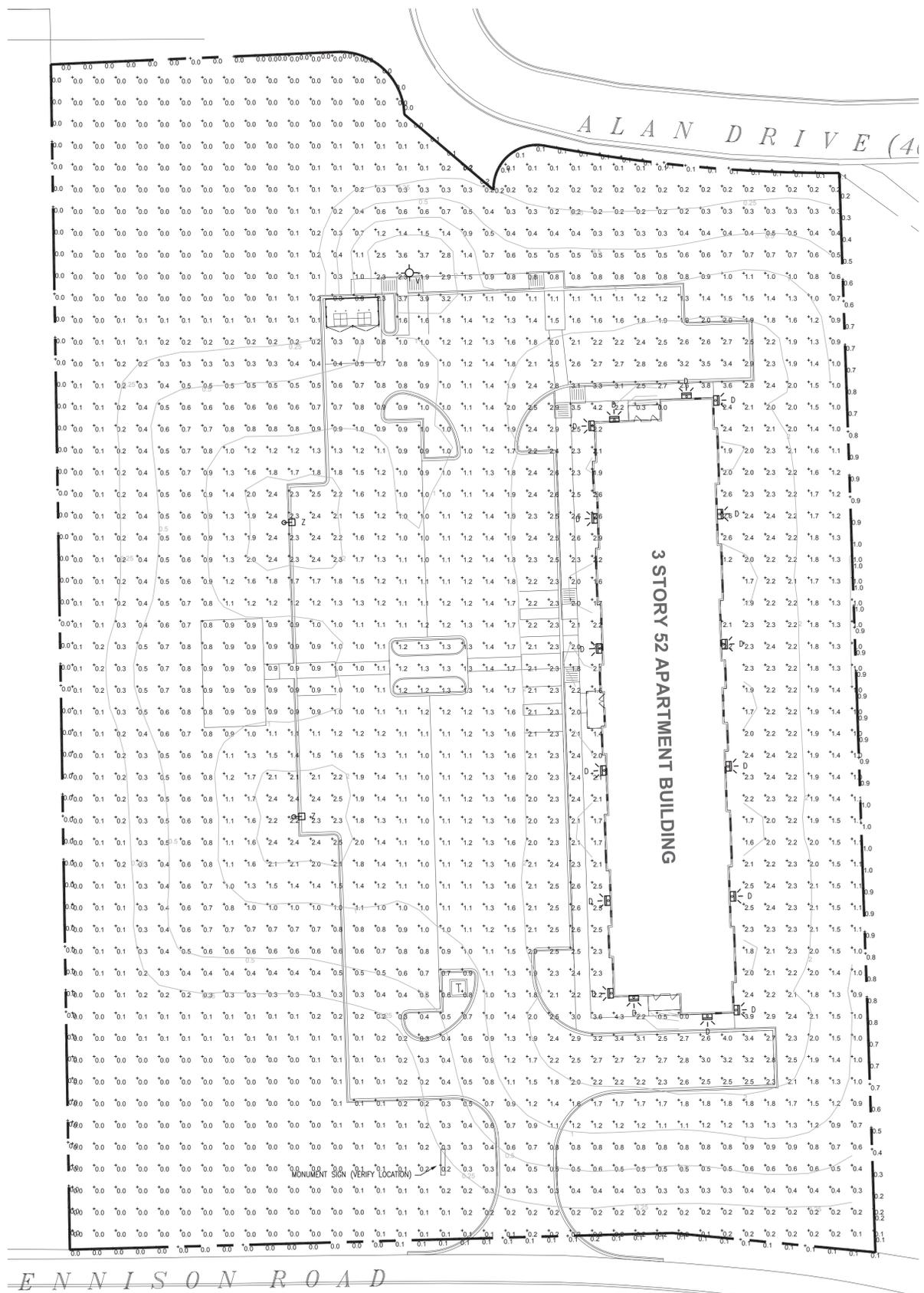
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MALICOAT - WINSLOW ENGINEERS, INC.
 TEXAS STATE REGISTERED ENGINEERING FIRM F-19643
 TEL 573-875-1300
 4840 RANGELINE STREET, #101
 COLUMBIA, MISSOURI 65202
 FAX 573-875-1305
 FREDDIE MALICOAT, P.E.

MT. PLEASANT TRAILS
 2316 JEFFERY AVE
 MT. PLEASANT, TITUS COUNTY, TX, 75455

CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE.
 DATE: 12-19-25
 REVISIONS:
 TITLE: LIGHTING CALCULATIONS
 SHEET: LC1 OF LC1
 PROJECT: 25218



SITE LIGHTING CALCULATIONS						
FIXTURES						
MARK	MANUFACTURER AND MODEL NUMBER	TYPE	LAMPS	LENS HT	REMARKS	LLF/LUM
			#	SIZE		
D	LSI XWM-FT-LED-12L-50	LED	1	102	28" WALL	2 0.95/ABS
V	LSI XENM3-PT-S-LED-HO-CW	LED	1	108	14" POST	2 0.95/ABS
Z	LSI MRS-LED-24L-SIL-5W-50-70CRI	LED	1	196	28" HT	2,3 0.95/ABS
CALCULATIONS						
CALCULATION ZONE		AVG	MAX	MIN	MX/MN (1)	
SITE		1.0	4.3	0.0	N/A	
PROPERTY LINE		0.2	1.0	0.0	N/A	
1. MAX/MIN RATIO USING THE MIDDLE 95% OF DATA POINTS. 2. FULL CUTOFF FIXTURE. 3. 25' POLE ON 3' BASE.						

1 SITE LIGHTING PLAN
 1" = 30'-0"

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CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE AND A WARRANTY ON ALL PLANT MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.

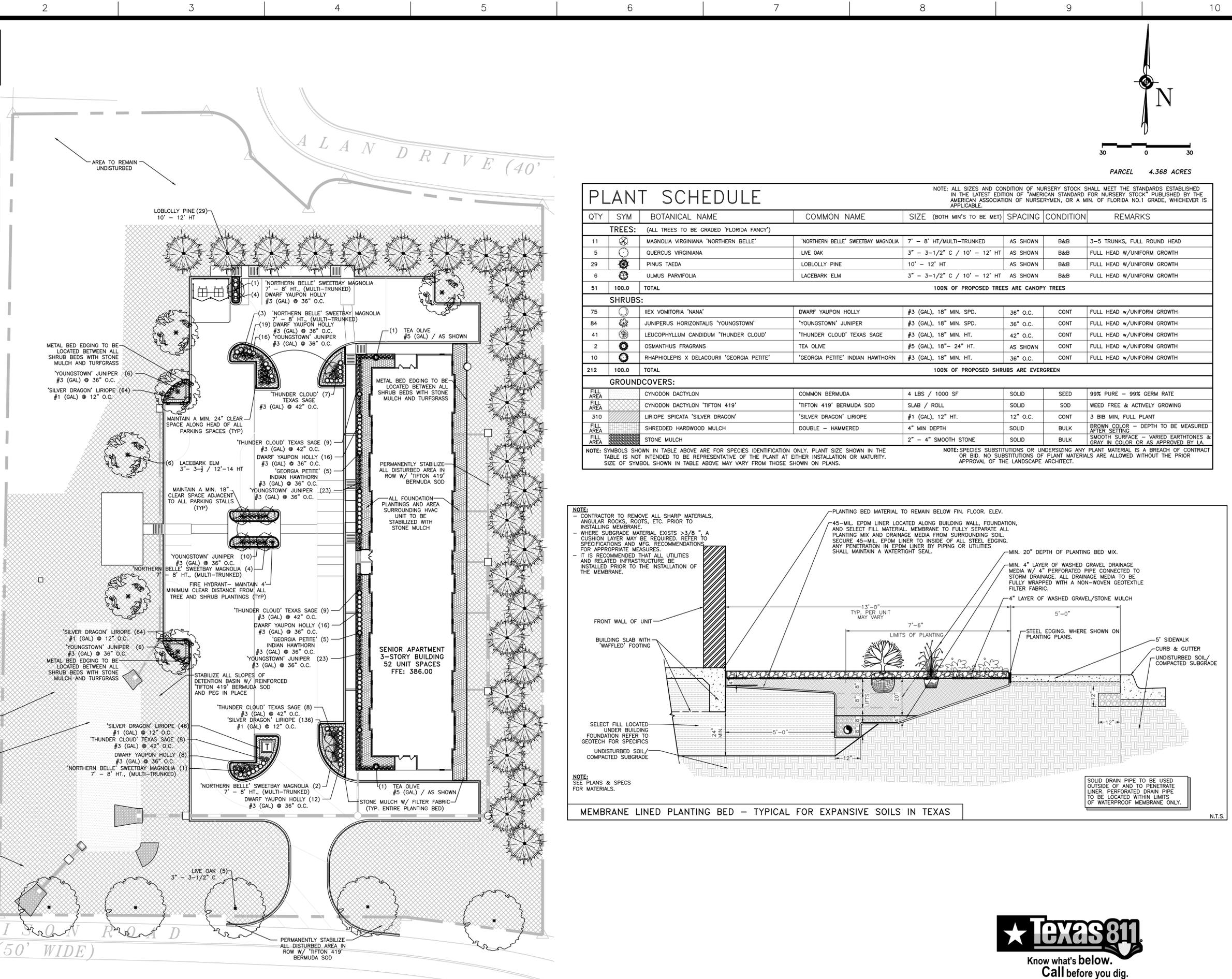
ALL UNSURFACED AREAS SHALL RECEIVE A 6" LAYER OF SUITABLE TOPSOIL AND SOD. WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED

SOD SHALL BE PEGGED ON ALL 3:1 SLOPES OR STEEPER IN ORDER TO HOLD SOD IN PLACE. SEE SITEWORK SPECIFICATIONS FOR OTHER REQUIREMENTS.

UNLESS SHOWN OTHERWISE, ALL LARGE CANOPY TREES SHALL MAINTAIN 25' HORIZONTAL CLEARANCE FROM ALL OVERHEAD UTILITY LINES AND 10' HORIZONTAL CLEARANCE FROM ALL UNDERGROUND UTILITY LINES.

ALL LANDSCAPE AREAS SHALL BE FULLY IRRIGATED BY A PERMANENTLY INSTALLED IN-GROUND IRRIGATION SYSTEM. CONTRACTOR SHALL PROVIDE AN AUTOMATICALLY CONTROLLED SYSTEM THAT PROVIDES FULL COVERAGE OF ALL INSTALLED PLANTINGS AND UTILIZES A COMBINATION OF LOW-VOLUME AND RUNOFF SPRAY HEADS AND DRIP IRRIGATION COMPONENTS.

A
B
C
D
E
F
G

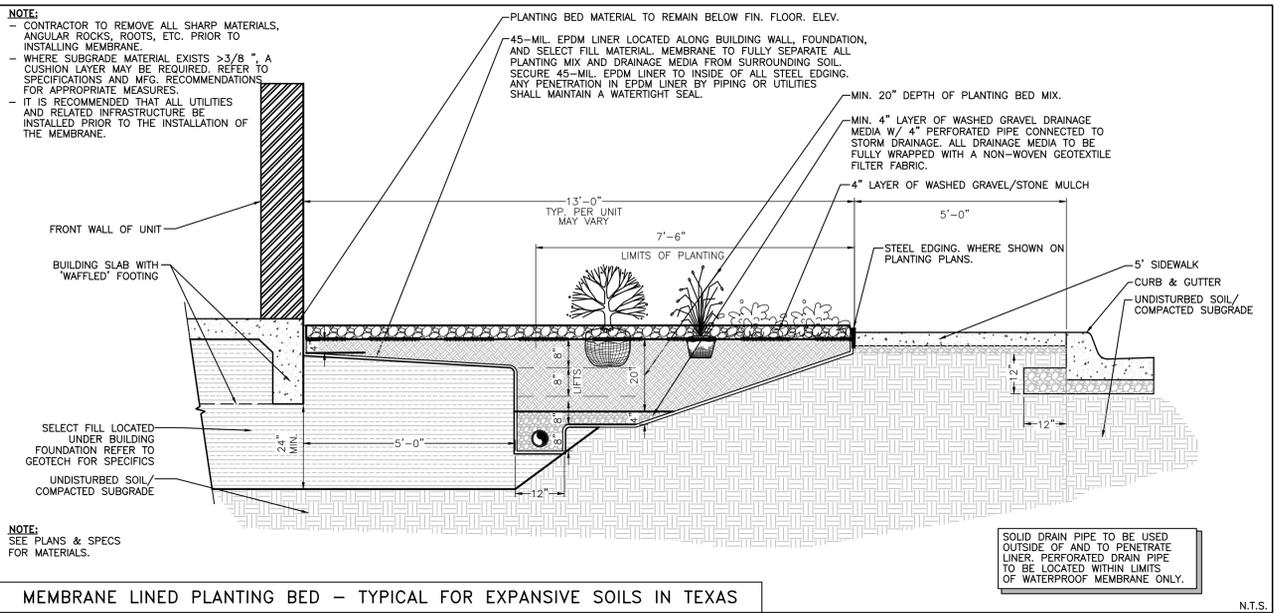


PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEN, OR A MIN. OF FLORIDA NO. 1 GRADE, WHICHEVER IS APPLICABLE.

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE (BOTH MIN'S TO BE MET)	SPACING	CONDITION	REMARKS
TREES: (ALL TREES TO BE GRADED 'FLORIDA FANCY')							
11	⊗	MAGNOLIA VIRGINIANA 'NORTHERN BELLE'	'NORTHERN BELLE' SWEETBAY MAGNOLIA	7' - 8' HT./MULTI-TRUNKED	AS SHOWN	B&B	3-5 TRUNKS, FULL ROUND HEAD
5	⊙	QUERCUS VIRGINIANA	LIVE OAK	3" - 3-1/2" C / 10' - 12' HT	AS SHOWN	B&B	FULL HEAD w/UNIFORM GROWTH
29	⊗	PINUS TAEDA	LOBLOLLY PINE	10' - 12' HT	AS SHOWN	B&B	FULL HEAD w/UNIFORM GROWTH
6	⊙	ULMUS PARVIFOLIA	LACEBARK ELM	3" - 3-1/2" C / 10' - 12' HT	AS SHOWN	B&B	FULL HEAD w/UNIFORM GROWTH
51	100.0	TOTAL					100% OF PROPOSED TREES ARE CANOPY TREES
SHRUBS:							
75	⊗	IEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	#3 (GAL), 18" MIN. SPD.	36" O.C.	CONT	FULL HEAD w/UNIFORM GROWTH
84	⊗	JUNIPERUS HORIZONTALIS 'YOUNGSTOWN'	'YOUNGSTOWN' JUNIPER	#3 (GAL), 18" MIN. SPD.	36" O.C.	CONT	FULL HEAD w/UNIFORM GROWTH
41	⊗	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD'	'THUNDER CLOUD' TEXAS SAGE	#3 (GAL), 18" MIN. HT.	42" O.C.	CONT	FULL HEAD w/UNIFORM GROWTH
2	⊗	OSMANTHUS FRAGRANS	TEA OLIVE	#5 (GAL), 18" - 24" HT.	AS SHOWN	CONT	FULL HEAD w/UNIFORM GROWTH
10	⊗	RHAPHIOLEPIS X DELACOURII 'GEORGIA PETITE'	'GEORGIA PETITE' INDIAN HAWTHORN	#3 (GAL), 18" MIN. HT.	36" O.C.	CONT	FULL HEAD w/UNIFORM GROWTH
212	100.0	TOTAL					100% OF PROPOSED SHRUBS ARE EVERGREEN
GROUNDCOVERS:							
FILL AREA		CYNODON DACTYLON	COMMON BERMUDA	4 LBS / 1000 SF	SOLID	SEED	99% PURE - 99% GERM RATE
FILL AREA		CYNODON DACTYLON 'TIFTON 419'	'TIFTON 419' BERMUDA SOD	SLAB / ROLL	SOLID	SOD	WEED FREE & ACTIVELY GROWING
FILL AREA		LIRIOPE SPICATA 'SILVER DRAGON'	'SILVER DRAGON' LIRIOPE	#1 (GAL), 12" HT.	12" O.C.	CONT	3 BIB MIN. FULL PLANT
FILL AREA		SHREDDED HARDWOOD MULCH	DOUBLE - HAMMERED	4" MIN DEPTH	SOLID	BULK	BROWN COLOR - DEPTH TO BE MEASURED AFTER SETTING
FILL AREA		STONE MULCH		2" - 4" SMOOTH STONE	SOLID	BULK	SMOOTH SURFACE - VARIED EARTH-TONES & GRAY IN COLOR OR AS APPROVED BY LA.

NOTE: SPECIES SUBSTITUTIONS OR UNDERSIZING ANY PLANT MATERIAL IS A BREACH OF CONTRACT OR BID. NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.



NO	REVISIONS

Mount Pleasant Trails, LP
3556 S. CULPEPPER CIRCLE, SUITE 4
SPRINGFIELD, MO 65804
PH. (417) 882-1701

PLANTING PLAN
MT PLEASANT TRAILS
MT PLEASANT, TEXAS

CARLSON CONSULTING ENGINEERS, INC.
1058 Lakeshore Commons
Bartlett, TN 38133
Phone (901) 984-0404
Fax (901) 384-0710
Texas Registered Engineering Firm #2624

NOT FOR CONSTRUCTION



Know what's below.
Call before you dig.

THE CONTRACTOR SHALL CALL 811 FOR LOCATION OF PUBLIC UTILITIES AND ENGAGE A PRIVATE UTILITY LOCATOR SERVICE FOR LOCATION OF PRIVATE UTILITIES AT LEAST 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES

DRAWN	DPS
CHECKED	BKM
DATE	12/09/2025
SCALE	1"=30'
JOB No.	N/A
SHEET	13 OF 22

RESOLUTION NO. 2025-1

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TEXAS, INDICATING SUPPORT FOR THE APPLICATION OF MOUNT PLEASANT TRAILS, AND ITS AFFILIATES, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS [TDHCA] FOR THE 2025 COMPETITIVE LOW INCOME HOUSING TAX CREDIT PROGRAMS, AND APPROVING A WAIVER OF DEVELOPMENT AND PERMIT FEES.

WHEREAS, Mount Pleasant Trails, LP has proposed a development for affordable rental housing for adults 55 and older at the N side of Tennison Rd, Approx 2150 ft East of S Jefferson Ave named Mount Pleasant Trails in the City of Mount Pleasant; and

WHEREAS, there is a need for affordable housing for the City of Mount Pleasant's older citizens of modest means; and

WHEREAS, Mount Pleasant Trails, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Low Income Housing Tax Credit Program funds for Mount Pleasant Trails, and

WHEREAS, there is a requirement for a de minimus commitment of development funding by the Local Political Subdivision.

THEREFORE, Be It **RESOLVED**, that this resolution affirms the City of Mount Pleasant's support for the above named development; and

FURTHER, that the City of Mount Pleasant, acting through its governing body, hereby confirms it shall provide a financial contribution in the form of reduced building or development permit fees in the amount of Two Hundred Fifty Dollars (\$250.00) for the proposed development, if the Texas Department of Housing and Community Affairs [TDHCA] awards Low Income Housing Tax Credits to Mount Pleasant Trails, LP; and,

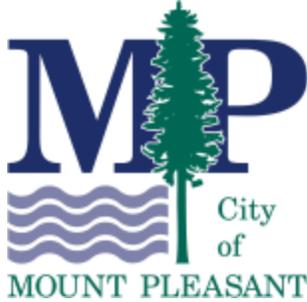
FURTHER RESOLVED, that the City of Mount Pleasant for and on behalf of the Governing Body, are hereby authorized, empowered, and directs the City Manager to certify this resolution to the Texas Department of Housing and Community Affairs [TDHCA].

This **RESOLUTION** was duly passed and approved by the City of Mount Pleasant on February 4, 2025.

ATTEST:


Candias Webster, City Secretary


Tracy Craig, Sr., Mayor



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Larry McRae, Fire Chief

Department: Fire Dept

Subject: Discuss and Consider Ordinance 2026-5 for Fire Recovery USA, Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered in the City of Mount Pleasant.

Item Summary:

In 2016, the City Council approved an agreement with Fire Recovery USA to recover costs from insurance companies when the Fire Department responds to vehicle accidents, fires, hazardous materials incidents, and other non-fire calls. Fire Recovery USA bills the insurance carriers directly and keeps 20% of any funds collected. If the insurer does not pay, no collection is pursued against the individual.

Fire Recovery USA is now requesting that the City authorize their services through a formal ordinance instead of the existing agreement. A draft ordinance has been provided and sent to the City Attorney for review. Under the proposed ordinance, only incidents occurring within city limits would be eligible for cost recovery, whereas past practice allowed claims from both city and county responses. The City Attorney will explain why county incidents can no longer be included.

The company has temporarily suspended collections until the ordinance is approved. Financial data shows that excluding county incidents could reduce future cost recoveries by 50% or more.

Financial Impact:

See memo for financial impact.

Recommendation(s):

Approve Ordinance 2026-5 Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered in the City of Mount Pleasant.

Attachments:

[Memorandum](#)

[Current Agreement and Exhibit A Mitigation Rates](#)
[Current Ordinance in Place for Current Agreement](#)
[Proposed Ordinance and Revised Exhibit A Mitigation Rates](#)

Memorandum

TO: Mayor, Mayor Pro Tem & City Council

FROM: Larry McRae, Fire Chief/EMC/Fire Marshal

SUBJECT: Ordinance for Fire Recovery USA

DATE: February 17, 2026

BACKGROUND: In March 2016, the City Council authorized the City to enter into an agreement with Fire Recovery USA to recover costs from insurance companies when the City's Fire Department responds to a vehicle accident/fire, HAZ-MAT spill or other non-fire suppression activity within the city or county. Under the agreement, Fire Recovery USA collects directly from insurance carriers and retains 20 percent of the amounts recovered. If an insurance company does not pay, Fire Recovery USA does not pursue collection from the individual involved.

Fire Recovery USA has now requested that the City provide authorization for its services through an ordinance rather than by agreement.

STATUS OF ISSUE: We have received a request from Fire Recovery USA asking the City to adopt an ordinance for their services in lieu of the existing agreement. The company provided a sample ordinance, which has been forwarded to the City Attorney for review. Historically, incidents occurring both within the City and the County were submitted for recovery; however, under the proposed ordinance, the City Attorney has advised that only incidents occurring within the City limits would be eligible for submission. The City Attorney will explain the reason for not being able to submit requests for reimbursement stemming from incidents occurring in the county. It appears the company has suspended collections for us until the ordinance is executed.

BUDGET: The table below provides an overview of the financial impact resulting from claims submitted to the company for collection. Based on the numbers in the table, not being able to submit county incidents could reduce the amount collected by 50% or more in the future.

TOTAL AMOUNT COLLECTED AS OF 12-31-2025 \$54,293							
CITY				COUNTY			
# of claims submitted	# of claims collected	Amount submitted	Amount collected	# of claims submitted	# of claims collected	Amount submitted	Amount collected
117	51 (43.6%)	\$76,963	\$23,160	105	51 (48.6%)	\$80,615	\$31,133

RECOMMENDATION: Approve Ordinance # _____ Establishing and Implementing a Program to Charge Mitigation Rates for the Deployment of Emergency and Non-Emergency Services by the Fire Department for Services Provided/Rendered in the City of Mount Pleasant.

Attachments:

Proposed Ordinance

Exhibit A Mitigation Rates-Proposed

City Ordinance-current

Current agreement

Exhibit A Mitigation Rates-Current

**CURRENT AGREEMENT AND
EXHIBIT “A” MITIGATION
RATES**

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of March 17, 2016 ("Effective Date"), by and between FIRE RECOVERY USA, LLC, a California limited liability company ("Company"), and City of Mt. Pleasant, ("Fire Department"). The Company and Fire Department are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services; and

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services that Fire Department provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Fire Department desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Fire Department agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Fire Department hereby engages Company to provide the Company Services described in Article 4 herein, and Fire Department hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Fire Department that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Fire Department: Fire Department hereby represents and warrants to Company that, at all times during the term of this Agreement, Fire Department is a organized fire department established pursuant to the laws and ordinances of the state in which Fire Department is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Fire Department while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Fire Department to Company for services rendered under this Agreement. On request, Company will provide Fire Department with proof of timely payment. Company agrees to indemnify Fire Department for any claims, costs, losses, fees, penalties, interest, or damages suffered by Fire Department resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Fire Department may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Fire Department.

3.5. Ownership Interest: Company will have no ownership interest in Fire Department.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Fire Department.

3.7. Attorney-in-Fact: Fire Department appoints Company as Fire Department's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Fire Department, in connection with Fire Department's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Fire Department's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Fire Department's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Fire Department's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in

Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Fire Department and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Fire Department for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Fire Department, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF FIRE DEPARTMENT

6.1. Cooperation of Fire Department: The Fire Department agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Fire Department shall be responsible for initially insuring, and continuing to review, local and state laws in the Fire Department's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Fire Department.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Fire Department without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7 FIRE DEPARTMENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Fire Department prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Fire Department's interest in any sums owed to Fire Department; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Fire Department's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

- (d) Fire Department's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Fire Department for Company's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Fire Department.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Fire Department's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Fire Department harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Fire Department nor shall it apply to any act, omission or negligence of the Fire Department.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Fire Department to:

Mt. Pleasant Fire Department
728 E Ferguson Road
Mt. Pleasant, TX 75455
Attention: _____

with a copy to:

City of Mt. Pleasant
501 N. Madison
Mt. Pleasant, TX 75455
Attention: Michelle Adams

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By: _____

Name: M. Craig Nagler

Title: Manager

City of Mt. Pleasant

By:  _____

Name: Mike Ahrens

Title: City Manager

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Fire Department will provide notice to Fire Recovery USA of changes in billing rates.
2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Fire Department.
4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department.
5. Fire Recovery USA agrees to reimburse Fire Department a portion of the monies collected at a rate of 80 percent of the total monies collected on the Fire Department's claims.
6. Fire Recovery USA agrees to pay these monies collected to the Fire Department on a monthly or quarterly basis (at the option of the Fire Department), within seven (7) working days after the close and accounting of the monthly (or quarterly) billing cycle.
7. Fire Recovery USA agrees to make available reports via a password protected website to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Fire Department on the Run Sheets.

EXHIBIT A

**MITIGATION RATES
BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$300.00 per HAZMAT team.

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.
Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300

FALSE ALARM BILLING RATES

- (a) The first false alarms within twelve (12) months in a calendar year is free of charge
- (b) The second (2nd) false alarm in a twelve (12) month calendar year is billed at \$100.00
- (c) The third (3rd) false alarm in a twelve (12) month calendar year is billed at \$200.00
- (d) The fourth (4th) through sixth (6th) false alarms in a twelve month (12) calendar year are billed at \$300.00 per event not exceed \$500.00 per calendar day.

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.

Includes:

- Scene Safety

- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment, Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.
Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.

FIRE RECOVERY USA, LLC
TEXAS FARM BUREAU RESPONSE

PLEASE RETURN THIS FORM ON OR BEFORE NOVEMBER 15, 2018
E-MAIL TO RICK@FIRERECOVERYUSA.COM OR BY FAX TO 916-943-1661

Fire Department: Mount Pleasant Fire Department

- 1.) Our department would be willing to pursue one of Texas Farm Bureau's insureds in small claims court.
Yes _____ No

- 2.) Our department would like more information about pursuing one of Texas Farm Bureau's insureds in small claims court.
Yes _____ No

- 3.) Our department is willing to accept Texas Farm Bureau's offer of 50% on old claims, \$400 or invoice value if less than \$400 for all claims of \$500 or less and for all claims above \$500 they have stated they will pay based upon the opinion of a yet to be identified expert who will be in place by December 1, 2018.
Yes No _____

- 4.) If we agree to accept Texas Farm Bureau's offer our department will be willing to direct bill companies ~~and individuals~~ covered by Texas Farm Bureau for the difference between the cost recovery invoice and the amount paid by Texas Farm Bureau for claims over \$500.
Yes No _____

SIGNED BY: _____

PRINTED NAME: _____

DATE: _____

IF THIS FORM IS NOT RETURNED BY NOVEMBER 15, 2018 FIRE
RECOVERY USA WILL ACT IN YOUR DEPARTMENT'S BEST INTERESTS
BASED ON THE ATTORNEY IN FACT PROVISION IN YOUR CONTRACT

**CURRENT ORDINANCE IN
PLACE FOR CURRENT
AGREEMENT**

§ 94.04 FEES AND COST RECOVERY.

(A) The City Council authorizes the City Manager to establish and adopt fees to be billed against the insurance coverage of parties involved in **motor vehicle accidents, vehicle fires, hazardous waste or chemical spills, or other non-fire suppression activities** to which the city responds with Fire Department equipment and/or personnel.

(B) Those charges will be assessed as a debt to the party causing the event, the landowner, the party controlling the premises in the event of a spill or dumping and/or the party transporting said hazardous, dangerous and/or injurious product.

(C) Fire suppression activities resulting from third party negligence may be billed against that third party. Fire suppression activities resulting from arson may be billed against the arsonist.

(D) The City Manager is authorized to contract with a third party entity to collect said fees.

(E) The city may enforce the provisions of this section by any action allowed by law for the collection of any amounts due hereafter, including reasonable and necessary attorney fees, costs, and expenses in a court of competent jurisdiction.

(F) There shall be established within the City of Mount Pleasant General Fund a special fund into which proceeds from this section will be deposited for the purchase of emergency response and prevention equipment, materials, services and training.

(G) The City Council authorizes the City Manager to establish and adopt fees to be billed to the person conducting or the property owner involved in controlled burning for land clearing operations when the Fire Department has to respond to a complaint of smoke being a nuisance or hazard and has to use fire department resources to extinguish the fire.

(Ord. 2012-6, passed 11-6-12; Am. Ord. 2021-4, passed 3-16-21)

**PROPOSED ORDINANCE
AND
REVISED EXHIBIT “A”
MITIGATION RATES**

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED IN THE CITY OF MOUNT PLEASANT.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the Mount Pleasant Fire Department desires to implement a fair and equitable procedure by which to collect said mitigation rates for services provided in the City of Mount Pleasant and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE MOUNT PLEASANT FIRE DEPARTMENT:

SECTION 1: The Mount Pleasant Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department in the City of Mount Pleasant for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in “EXHIBIT A”. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in “EXHIBIT A”, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department’s City Council may make rules or regulations for service provided in the City of Mount Pleasant and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem

necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5: This Ordinance shall take effect thirty days (30) from the date of adoption as permitted by law.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

THE ABOVE WAS PASSED

Yea _____

Nay _____

Certified by the Clerk: _____

Signature: _____

Name (printed): _____

Title: _____

Date: _____

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$618.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$705.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$860.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,859.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$567.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual,

customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

HAZMAT

Level 1 - \$999.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,566.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,420.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$391.00 per HAZMAT team.**

FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$568.00 per hour, per engine / \$711.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$583 plus \$70 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$1,170 plus \$70 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,897 plus \$70 per hour per rescue person, plus \$140 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$583 plus \$70 per hour, per rescue person. Additional rates of \$583 per hour per response vehicle and \$70 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$356 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$568 per hour.

Truck billed at \$771 per hour.

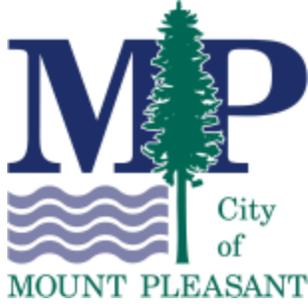
Command at \$356 per hour

Miscellaneous equipment billed at \$427.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Staff Contact: Rob Vine, City Manager

Department: Administration

Subject: City Manager's Report

Attachments:

[Airport January 2026](#)

[Animal Control January 2026](#)

[Building January 2026](#)

[Code January 2026](#)

[Fire January 2026](#)

[Library January 2026](#)

[Police January 2026](#)

[Planning January 2026](#)

[Public Works January 2026](#)

[Utilities January 2026](#)

[Civic Center January 2026](#)

AIRPORT MONTHLY REPORT

Jan-26

Item/Activity	This month	Total YTD	This Month Year Ago	Total Year Ago
AIRPORT OPERATIONS	680	2934	588	2020
Fixed Wing Reciprocating - Single	388	1800	356	1256
Fixed Wing Reciprocating - Twin	78	258	60	216
Fixed Wing Turboprop	42	220	32	106
Fixed Wing Jet	72	316	66	198
Helicopter	100	340	74	244
BASED AIRCRAFT				
	138		141	
SALES				
Total Fuel Sale (Gals)	18,008	71,646	13,014	64,060
100LL Fuel Sold (Gals)	4,766	21,288	4,307	22,373
Jet Fuel Sold (Gals)	13,242	50,358	8,707	41,687
Revenue	\$141,467.79	\$441,137.68	\$116,534.65	\$398,759.73
Total Fuel Sale (\$)	\$81,375.26	\$328,080.60	\$59,564.11	\$292,884.08
Aviation Oil w/o tax(\$)	\$1,632.87	\$5,105.59	\$1,478.44	\$3,361.42
Misc Sales w/o tax(\$)	\$14.09	\$103.04	\$36.95	\$99.08
Rental / Lease Income (\$)	\$58,309.70	\$107,848.45	\$55,455.15	\$102,415.15
Accounting				
Sales Tax Collected (\$)	\$135.87			
Cash Sales Including Tax (\$)	\$30,559.70			
Deposits (\$)	\$30,559.70			
Cash on Hand (\$)	\$100.00			



CITY OF MT. PLEASANT ANIMAL CONTROL

CALENDAR MONTHLY REPORT 2026

January

AC Officer Activity	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 This Month	2025 Total YTD	# YTD + or -	2026 % Change YTD From 2025
Calls for Service	46	44	5%	46	55	55	-9	-16%
Animal Bite Reports	2	2	0%	2	3	3	-1	-33%
Warnings Issued	4	11	-64%	4	8	8	-4	-50%
Citations Issued	30	5	500%	30	3	3	27	900%
Complaints filed with Court	37	30	23%	37	28	28	9	32%
Animals Delivered to Shelter	2026 This Month	Prior Month	2026 Total YTD	% of all Impounds for all 2025 Year	2025 This Month	2025 Total YTD	# YTD + or -	2026 % Change YTD From 2025
Animal Control	14	7	14	13%	13	13	1	8%
Mount Pleasant Public	37	39	37	33%	25	25	12	48%
Titus County Public	49	40	49	44%	76	76	-27	-36%
Pittsburg Public	8	4	8	7%	4	4	4	100%
Gilmer Public	4	4	4	4%	6	6	-2	-33%
Total Delivery Activity	112	97	112	100%	124	124	-12	-10%
Animal Disposition From Shelter	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 This Month	2025 Total YTD	# YTD + or -	2026 % Change YTD From 2025
Animals Reclaimed by Owner	7	5	40%	7	6	6	1	17%
Animals Adopted	36	47	-23%	36	58	58	-22	-38%
Animals given to Rescue Org's	43	30	43%	43	48	48	-5	-10%
Animals Euthanized	29	36	-19%	29	39	39	-10	-26%
Animal Died Natural Causes	0	0	100%	0	1	1	-1	-100%
Total Animals Released	115	121	-5%	115	152	152	-37	-24%
Animals Chipped	41	55	-25%	41	62	62	-21	-34%
Adoption without Fee	3	19	N/A	3	25	25	-22	-88%
Adoption Fees Received	\$2,532	\$1,986	N/A	\$2,532	\$2,212	\$2,212	\$320	14%

**BUILDING/PLANNING & DEVELOPMENT MONTHLY REPORT
JANUARY 2025-2026**

ITEM--ACTIVITY	THIS MONTH	TOTAL YTD	THIS MO YR AGO	TOTAL YR AGO
* PERMITS *				
New Residential	1	4	1	4
Residential Add On or Remodel	2	21	0	0
New Commercial	1	6	0	3
Commercial Add On or Remodel	1	9	0	0
New Multi-Family	0	0	0	0
New Town Homes	0	0	0	0
New Duplex	0	0	0	0
Other Permits	26	129	43	189
Certificates of Occupancy	0	10	2	18
Non Profit Special Event Permits	2	9	0	5
Special Event Permits	0	0	0	0
TOTAL PERMITS / LICENSES	33	188	46	219
VALUE				
New Commercial Value	\$ 868,993.70	\$ 1,257,246.70	\$ -	\$ 19,393,646.00
Commercial Add On or Remodel	\$ 139,000.00	\$ 15,108,500.00	\$ -	\$ -
New Multi-Family	\$ -	\$ -	\$ -	\$ -
Town Homes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ -	\$ -	\$ -	\$ -
TOTAL VALUE	\$ 1,007,993.70	\$ 16,365,746.70	\$ -	\$ 19,393,646.00
* INSPECTIONS *				
Residential Bldg	78	434	33	442
Commercial Bldg	59	235	86	237
Grease Traps	31	56	0	56
TOTAL INSPECTIONS	168	725	119	735
REVENUE				
New Residential Bldg/addon/rmdl	\$ 4,678.00	\$ 16,060.50	\$ 3,367.50	\$ 9,108.00
New Commercial Bldg/addon/rmdl	\$ 19,040.61	\$ 117,220.53	\$ -	\$ 75,465.06
New Multi-Family	\$ -	\$ -	\$ -	\$ -
New Town Hoomes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ -	\$ -	\$ -	\$ 1,298.00
Other Permits	\$ 2,496.55	\$ 12,417.48	\$ 4,580.45	\$ 31,162.20
Re-Inspections	\$ -	\$ -	\$ -	\$ -
Certificates of Occupancy	\$ -	\$ 400.00	\$ 50.00	\$ 850.00
Special Event Permits	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 26,215.16	\$ 146,098.51	\$ 7,997.95	\$ 117,883.26



 Building Official

**PERMITS ISSUED
MONTHLY REPORT
JANUARY 2025-2026**

Type	Permit #	Name	Address	Date Paid	Fees Due	Valuation
Commercial Add	CAR35692	Martin Marietta	920 E 14th St	01/22/26	\$1,223.65	\$139,000.00
Total	1				\$1,223.65	\$139,000.00
Concrete	FW35678	US Oncology	1612 Shadywood Ln	01/12/26	\$332.75	\$20,000.00
	35658	Parr Construction	3145 Eagle Dr	01/06/26	\$50.00	
Total	1				\$382.75	\$20,000.00
Demo	DEMO35672	Anthony Quinn PALMER	411 Hays Ave		\$0.00	
	DEMO35673	John M Warren	1309 Houston Ave		\$0.00	
Total	2				\$0.00	
Electrical Permit	ELC35565	AVA Hotels	2306 Greenhill Rd	01/27/26	\$655.25	\$50,000.00
	ELC35581	Isidra Garcia	903 E 1st St	01/05/26	\$75.00	
	ELC35669	Texmex Electrical	329 Monticello Rd	01/07/26	\$75.00	
	ELC35675	na	201 W 10th St	01/12/26	\$75.00	
	ELC35696	Joaquin Ortega	804 W 10th St	01/29/26	\$75.00	
Total	5				\$955.25	\$50,000.00
Fence	FENCE35668	Paddy properties	1722 W 16TH STREET	01/07/26	\$50.00	
	FENCE35670	Roos Cuts	1409 W 16TH	01/07/26	\$50.00	
	FENCE35677	Rachel Guzman	617 W 6th St	01/12/26	\$50.00	
	FENCE35663	Aaron Glass	1411 W 16th St	01/06/26	\$50.00	
Total	4				\$200.00	
Mechanical Permit	MEC35681	Raevin Dance Factory	2717 Greenhill Rd	01/13/26	\$153.55	\$7,200.00
	MEC35693	Eric Torres	201 W 10th St	01/28/26	\$75.00	
	MEC35694	Paddy Properties	1320 Stephens Ave	01/28/26	\$75.00	
Total	3				\$303.55	\$7,200.00
Miscellaneous	MISC35683	Arturo Torres	701 West 12th Street,	01/14/26	\$50.00	
Total	1				\$50.00	
New Commercial	NCB35690	Valentin Vega	400 E 16th	01/28/26	\$17,816.96	\$868,993.70
Total	1				\$17,816.96	\$868,993.70
New Residential	NHP35676	Ernesto Hernandez	514 E 3rd St	01/14/26	\$4,329.50	
Total	1				\$4,329.50	
Plumbing Permit	PLM35671	Judy Bowman	407 Greenhill Park Ave	01/08/26	\$75.00	
	PLM35679	Rudy Roca	1909 HAPPY	01/12/26	\$75.00	
	PLM35680	Jordan Redfearn	509 Fleming Dr	01/13/26	\$75.00	
	PLM35688	HUD Housing	506 Stark St	01/15/26	\$75.00	
	PLM35689	Sheri Johnson	1012 SAMUEL LANE	01/21/26	\$75.00	
Total	5				\$375.00	

Residential Accessory Building	RAB35674	Jesus Silvestre	210 Carr Dr	01/09/26	\$50.00	
Total	1				\$50.00	
Residential Add On or Remodel	HAR35665	Jose cruz	1702 Quail Run	01/06/26	\$125.00	
	HAR35698	Joaquin & Juana Ortega	804 W 10th St	02/02/26	\$223.50	
Total	2				\$348.50	
Sign Permit	SGN35645	Great Clips	2306 S Jefferson 144	01/14/26	\$35.00	
	SGN35645	Great Clips	2306 S Jefferson 144	01/29/26	\$35.00	
	SGN35620	H & R Block	1311 S Jefferson	01/29/26	\$35.00	
	SGN35664	Texas Oncology	1612 Shadywood Ln	01/06/26	\$75.00	
Total	4				\$180.00	
Special Events		Kingdom Run	100 Billy Daniel	01/10/26		
		Annual MLK March	100 W 1st St	01/19/26		
	2				\$0.00	
Overall Total	33				\$26,215.16	\$1,085,193.70

City of Mount Pleasant's Code Enforcement Monthly Report - By Violation Type 1/1/2026 to 1/31/2026

	Total Cases	Total Inspections	Door Hangers	Warning Letters	2nd Warning Letters	Certified Letters	Contractor Assigned	Citations	Bills	Liens Filed	Filed Cases in Court
G-SIGN											
Sign Regulations - Business	1	1	0	1	0	0	0	0	0	0	0
JV											
Inoperable Vehicles	25	54	0	22	0	3	0	0	0	0	0
OS											
Open Storage	21	58	1	20	4	0	0	0	0	0	2
PM											
Property Maintenance	5	13	1	3	1	0	0	0	1	0	1
TR											
Trash and Rubbish	14	36	1	12	2	0	0	0	0	1	1
WG											
Growth Over Curb	0	1	0	0	0	0	0	0	0	4	0
Weeds and Grass	0	10	0	0	1	0	0	0	0	63	0

ZONING

Zoning	1	8	0	1	0	0	0	0	0	0	0	1	5	0
Overall Totals	67	181	3	59	8	3	0	0	0	0	1	73	4	

Code Finances

Code Bills Sent	\$5,200.00
Assign to Contractor	\$0.00
Bills Paid	\$0.00
Liens Filed	\$0.00
Food Permits	\$6,100.00
Pool Permits	\$0.00

January Food Inspection

Permit Name	Score	Inspection Date
Two Senoritas Restaurant	91	01/21/2026
El Bajío (N Washington)	98	01/28/2026
Tiger Express	90	01/22/2026
Popeye's Chicken	91	01/15/2026
EZ Mart #4372 (W Ferguson)	96	01/21/2026
Sisters Bistro	88	01/28/2026
Pull Up!!	100	01/30/2026
VVS-Pilgrim's Pride (West Plant)	97	01/29/2026
Wal-Mart Deli	100	01/13/2026
Walgreen's Pharmacy	100	01/23/2026
Lee's China Rest	94	01/22/2026
Super 1 Food- Bakery	100	01/13/2026
The Lodge of Mt Pleasant	95	01/22/2026
CEFCO Food Fast # 1021 (Alexander)	100	01/21/2026
Wal-Mart Bakery	100	01/13/2026
VVS Inc- Pilgrim's Cafeteria	98	01/29/2026
Restaurante Regina	91	01/23/2026
MPISD Jr High School Cafeteria	100	01/23/2026
Super 1 Foods Deli	100	01/13/2026
Paradise Quickstop #16	94	01/21/2026
La Villa Taqueria	86	01/22/2026
Mt Pleasant Meat Processing Co	100	01/29/2026
Pizza Hut	100	01/21/2026
Super 1 Foods Grocery/Meat Market	100	01/13/2026
Ron's Health Food	100	01/23/2026
Super Bueno-Groc-Meat	97	01/16/2026
Super Bueno-Taqueria	96	01/16/2026
Super Bueno Bakery	91	01/16/2026
Wal-Mart Store	100	01/13/2026
Sonic (South)	95	01/22/2026
Walgreen's Pharmacy	100	01/23/2026
Sugar Emporium	95	01/22/2026
Mt Pleasant Meal Center	98	01/29/2026
Thai Lanna	97	01/29/2026



Mount Pleasant Fire Department

Monthly Report

January 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
Fires					
100-Fire, other 150-Outside rubbish fire, other 151-Outsid rubbish, trash or waste fire 152-Garbage dump or landfill fire 160-Special outside fire, other 161-Outside Storage Fire	Fire - Outside Fire - Other Outside Fire	2	5		3
111-Building Fire 121-Fire in mobile home 123-Fire in portable building	Fire - Structure Fire - Structural Involvement	6	16	5	11
113-Cooking fire, confined to container	Fire - Structure Fire - Confined Cooking / Appliance Fire	4	5	1	2
114- Chimney or flute fire, contained to chimney	Fire - Structure Fire - Chimney Fire				
118-Trash or rubbish fire, contained	Fire - Outside Fire - Trash / Rubbish Fire	1	1		
122-Fire in motor home, camper, rec vehicle 137-Camper or RV fire	Fire - Transportation Fire - Vehicle Fire - RV		1		2
131-Passenger vehicle fire	Fire - Transportation Fire - Vehicle Fire - Passenger	1	2		2
132-Road freight or transport vehicle fire 138-Off road/heavy equipment fire	Fire - Transportation Fire - Vehicle Fire - Commercial	1	1	1	3
134-Water vehicle fire	Fire - Transportation Fire - Boat / Personal Watercraft / Barge Fire				
135-Aircraft Fire	Fire - Transportation Fire - Aircraft Emergency				
141-Forest, woods, or wildland fire	Fire - Outside Fire - Vegetation / Grass Fire	10	35	16	34
154-Dumpster fire	Fire - Outside Fire - Dumpster / Other Outdoor Container Fire		1		
163-Outside gas or vapor combustion explosion	Fire - Special Fire - Explosion				



Mount Pleasant Fire Department

Monthly Report

January 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
OverPressure Rupture, Explosion, Overheat (NO FIRE)					
220-Overpressure rupture, other	Hazardous Situation - Overpressure - Rupture Without Fire				
Rescue & EMS					
311-Vehicle accident, patient care only	Hazardous Situation - Hazard Non-Chemical - Motor Vehicle Collision	16	56	8	73
321-EMS 1st Responder call	Medical - Illness - No Appropriate Choice	12	37	14	40
341-Search for person on land					
351-Extrication of victim from bldg./structure	Rescue - Structure - Extrication / Entrapped				
352-Extrication of victim from vehicle	Rescue - Transportation (Land) - Motor Vehicle Collision Extrication / Entrapment		7		9
353-Removal of victim from stalled elevator	Rescue - Structure - Elevator / Escalator Rescue				
356-High-Angle Rescue	Rescue - Outside - High Angle Rescue		1		
357-Extrication of victim(s) from machinery	Medical - Injury / Trauma - Industrial Accident/Inaccessible Incident/Other Entrapment (Non-Vehicle)	1	1		
361- Swimming / Rec Water Rescue	Rescue - Water - Person in Water (Swiftwater/River)				
363-Swift water rescue					
365-Water Craft rescue	Rescue - Water - Watercraft in Distress				
Hazardous Condition (NO FIRE)					
411-Gasline or other flammable liquid spill	Hazardous Situation - Hazardous Materials - Fuel Spill / Fuel Odor		2	2	5



Mount Pleasant Fire Department

Monthly Report

January 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
412-Gas leak	Hazardous Situation - Hazardous Materials - Gas Leak / Gas Odor	3	5	1	7
424-Carbon monoxide incident	Public Service - Alarms (Non Medical) - CO Alarm	1	2		
444-Power line down	Hazardous Situation - Hazard Non-Chemical - Electrical Power Line Down / Arcing / Malfunction	7	11	9	12
445-Arcing, shorted electrical equipment	Hazardous Situation - Hazard Non-Chemical - Electrical Hazard / Short Circuit	1	4	4	7
461-Bldg/Structure weakened or collapse	Rescue - Structure - Building Collapse / Structure Collapse				
Service Calls					
531-Smoke or odor removal	No Emergency - Good Intent - Smoke From Nonhostile Source (Smoke Scare)	2	10		7
542-Animal rescue	Public Service - Citizen Assist - Citizen Assist / Service Call	1	2	1	4
551-Assist police	Law Enforcement Support	1	2		
Good Intent Calls					
600-Good intent call, other 622-No incident found at address	No Emergency - Good Intent - No Incident Found Upon Arrival / Location Error	3	45	7	27
611-Dispatched & cancelled enroute	No Emergency - Cancelled	4	18	2	5
631-Authorized controlled burn	No Emergency - Good Intent - Controlled Burning (Authorized)	4	12	3	9
650 - Steam, other gas mistaken for smoke	Hazardous Situation - Investigation - Smoke Investigation	3	4		
651-Smoke scare, odor of smoke	Hazardous Situation - Investigation - Odor		2	5	6



Mount Pleasant Fire Department

Monthly Report

January 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
False Alarms					
700-False alarm or false call, other	No Emergency - False Alarm - Other False Call	3	28	8	27
710-Malicious false alarm 721- Bomb Scare - No Bomb	No Emergency - False Alarm - Bomb Scare				
733-Smoke detector malfunction	No Emergency - False Alarm - Malfunctioning Alarm	3	5		3
745-Alarm System activation, unintentional	No Emergency - False Alarm - Accidental Alarm	8	23	4	14
Severe Weather & Natural Disaster					
800-Severe weather or natural disaster, other	Public Service - Disaster / Weather - Weather Response	1	1		
Special Incidents					
911-Citizen complaint	No Emergency - Good Intent - Controlled Burning (Authorized)		6		6
TOTALS		99	351	91	318

ITEM/ACTIVITY	THIS MONTH	TOTAL YTD	THIS MONTH YEAR AGO	TOTAL YEAR AGO
CIRCULATION OF MATERIALS	5,129	20,778	5,283	20,559
Adult Books	1,434	5,070	1,348	4,928
Youth Books	1,872	8,596	1,977	8,437
Espanol Books	191	1,049	221	708
Audio Books -- Adult	100	335	97	437
Audio Books -- Juvenile	36	128	53	114
Magazines	14	46	40	86
Videos & DVDs	667	2,563	769	2,804
Uncataloged Items	23	77	18	66
Ebooks	739	2,757	708	2,778
Interlibrary Loan Requests--Patrons	14	36	6	50
Interlibrary Loan Requests--Libraries	39	121	46	151
COLLECTION DEVELOPMENT	200	474	231	888
Books Added to Collection	162	335	183	755
AV Added to Collection	38	139	48	133
Total Number of Items in Collection	32,845	32,845	31,947	31,947
MEMBERSHIP				
Library Membership--County	29	137	40	117
Library Membership--Out-of-County	15	37	10	32
TexShare Membership--County	0	1	0	1
TexShare Membership--Out-of-County	2	5	3	8
Total Number of Registered Borrowers	20,479	20,479	19,526	19,526
FEES COLLECTED	\$2,174.65	\$8,033.12	\$1,737.65	\$6,848.90
Fines Collected for Month	\$308.25	\$1,102.75	\$268.50	\$1,020.00
Out-of-County Membership Fee	\$320.00	\$800.00	\$220.00	\$660.00
Copies / Misc. / Forms / Coin copier	\$816.90	\$2,945.90	\$887.95	\$3,207.45
Interlibrary Loan Fees Collected for Month	\$16.00	\$64.00	\$12.00	\$88.00
Contributions / Memorials / Summer Programs	\$669.50	\$2,576.47	\$173.70	\$1,104.75
Book Replacement & Damage Fees	\$44.00	\$544.00	\$175.50	\$768.70
LIBRARY SERVICES				
Computer Users-Sessions	342	1,559	394	1,575
TexShare Database Users	6	75	0	34
Programs Offered-Children's	9	51	16	86
Programs Offered --Adult	8	43	9	21
Program Attendance-Children	362	2,123	468	2,229
Program Attendance-Adults	58	331	45	102
MISC.				
Patrons Entering Library	3,213	13,658	3,280	12,884
Patrons Entering Museum	342	1,600	350	1,346
Facebook Visits	1,865	7,198	3,862	11,579
Volunteer Hours	24.25	76.5	3.25	83.5

Programs: Preschool Story Time, Paws to Read, Family Night: Winter Wonderland, Volunteer Evening, FOL: Mahjong Class
Silent Book Club @ Hueys, Pushing the Limits Book Club, Chick-fil-A Story Time, Adult Craft: Alcohol Inks, Book Club

Lupe Herrera, Director
Mount Pleasant Public Library

MOUNT PLEASANT POLICE DEPARTMENT

MONTHLY REPORT

2026

NIBRS - JANUARY	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 Year Ago This Month	2025 Total Prior YTD	2025/2026 # YTD + or -	2026 % Change YTD From 2025
CRIMINAL HOMICIDE	0	1	-100%	0	0	0	0	0%
MANSLAUGHTER BY NEGLIGENCE	0	0	0%	0	0	0	0	0%
FORCIBLE RAPE	0	2	-100%	0	1	1	-1	100%
RAPE BY FORCE	0	2	-100%	0	1	1	-1	-100%
ATTEMPTS TO COMMIT	0	0	0%	0	0	0	0	0%
ROBBERY	0	2	-100%	0	0	0	0	0%
FIREARM	0	2	-100%	0	0	0	0	0%
KNIFE OR CUTTING INSRT.	0	0	0%	0	0	0	0	0%
OTHER DANGEROUS WEAPON	0	0	0%	0	0	0	0	0%
STRONG ARM	0	0	0%	0	0	0	0	0%
ASSAULT	17	29	-41%	17	20	20	-3	-15%
FIREARM	0	0	0%	0	2	2	-2	-100%
KNIFE OR CUTTING INSRT.	1	1	0%	1	0	0	1	100%
OTHER DANGEROUS WEAPON	1	1	0%	1	1	1	0	0%
HANDS, FIST, FEET-AGG INJ	0	0	0%	0	1	1	-1	-100%
OTHER ASSAULT NOT AGG	15	27	-44%	15	16	16	-1	-6%
BURGLARY	5	3	67%	5	2	2	3	150%
RESIDENTIAL	1	2	-50%	1	1	1	0	0%
NON RESIDENTIAL	3	1	200%	3	0	0	3	300%
VEHICLE	1	0	100%	1	1	1	0	0%
THEFT (NOT VEHICLE)	21	12	75%	21	27	27	-6	-22%
MOTOR VEHICLE THEFT	0	0	0%	0	0	0	0	0%
AUTO	0	0	0%	0	0	0	0	0%
TRUCKS AND BUSES	0	0	0%	0	0	0	0	0%
OTHER VEHICLES	0	0	0%	0	0	0	0	0%
Total NIBRS	43	49	-12%	43	50	50	-7	-14%

MOUNT PLEASANT POLICE DEPARTMENT MONTHLY REPORT 2026

TRAFFIC	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 Year Ago This Month	2025 Total Prior YTD	2025/2026 # YTD + or -	2026 % Change YTD From 2025
CITATIONS ISSUED	227	155	46%	227	246	246	-19	-8%
WARNINGS ISSUED	358	267	34%	358	375	375	-17	-5%
TOTAL ACCIDENTS	51	45	13%	51	44	44	7	16%
FATAL ACCIDENTS	0	0	0%	0	0	0	0	0%
INJURY ACCIDENTS	12	13	-8%	12	16	16	-4	-25%
DWI CASES	6	6	0%	6	11	11	-5	-45%

911 CENTER	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 Year Ago This Month	2025 Total Prior YTD	2025/2026 # YTD + or -	2026 % Change YTD From 2025
911 CALLS RECEIVED	1260	1328	-5%	1260	1319	1319	-59	-4%
FAMILY VIOLENCE	11	22	-50%	11	13	13	-2	-15%

*TOTAL ACCIDENT NUMBERS ARE SUBJECT TO CHANGE

PLANNING & ZONING
 MONTHLY REPORT
 JANUARY 2025-2026

Type	Case #	Name	Property	Fees Due	Date Paid
Minor Plats					
Total					
Site Plans					
Total					
Final Plat					
Filing Fee					
Total					
Replat					
Filing Fee					
Total					
Zoning					
Total					
Variances & Appeals					
Total					
Street Closure					
Total					
Preliminary Pre-plat					
Total					
Grand Total					
TOTAL YEAR TO DATE	4			\$ 1,120.00	


 Director of Development Services

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

Fiscal Year 2025-2026

Month January 2026

<u>STREET DEPARTMENT</u>	<u>THIS MONTH</u>	<u>TOTAL YTD</u>	<u>MONTH YEAR AGO</u>	<u>TOTAL YEAR AGO</u>
Work Orders Received	13	35	19	62
Work Orders Completed	13	35	19	62
Patching Materials Used (Tons)	10	53	28	88
Hours Mowing	0	32	0	10
Hours Sweeping (320 hrs.)/Edging	128	644	342	982
Crack Seal (400 hrs.)	0	0	0	0
Grass Spaying	0	40	0	0

PARKS DEPARTMENT

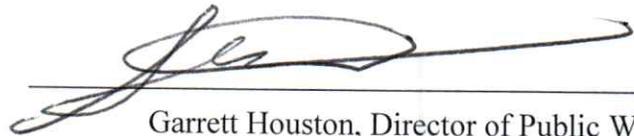
SOLID WASTE DIVISION

This Month 75,030 C.Y. 26,123.94 Tons

This Month Year Ago 67,469 C.Y. 19,717.28 Tons

Total YTD 289,640 C.Y. 103,144.18 Tons

Total Year Ago 406,357 C.Y. 86,986.7 Tons



Garrett Houston, Director of Public Works

City of Mount Pleasant Utility Department

Fiscal Year: 2025-2026

Month: January 2026

<u>Wastewater Treatment Division</u>	This Month	This Month Year Ago
Average Flow Tested	1.923 MGD	2.379 MGD
Maximum Flow Treated	2.692 MGD	4.035 MGD

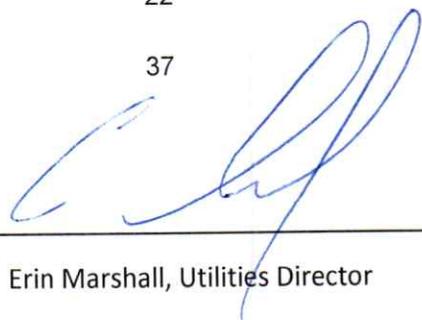
Comments:

<u>Water Treatment Division</u>	This Month	This Month Year Ago
300 Lakewood Location:		
Average Flow Treated	5.49 MGD	5.902 MGD
Maximum Flow Treated	9.01 MGD	7.809 MGD
510 CR 2300 Location:		
Average Flow Treated	1.372 MGD	1.262 MGD
Maximum Flow Treated	2.21 MGD	2.21 MGD

<u>Calendar Year Raw Water Usage</u>	AC/FT YTD	AC/FT YTD Year Ago
Lake Bob Sandlin – Allotment 7,000 AC/FT	652.88 acre feet	0 acre feet
Lake Cypress Springs – Allotment 3,598 AC/FT	0 acre feet	681.57 acre feet
Lake Tankersley – Allotment 3,000 AC/FT	0 acre feet	0 acre feet

Comments:

<u>Utility Maintenance Division</u>	This Month	This Month Year Ago
Work Orders		
Water	13	15
Sewer	24	22
Work Orders Completed	37	37



Erin Marshall, Utilities Director

**CITY OF MOUNT PLEASANT
CIVIC CENTER REPORT**

FISCAL YEAR: 2025-2026

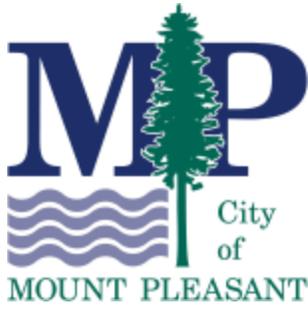
MONTH: January 2026

ITEM	THIS MONTH	TOTAL Y.T.D.	THIS MONTH YEAR AGO
ENTIRE CENTER	4	12	2
MAIN HALL	2	12	2
MAIN HALL EAST	1	7	0
MAIN HALL WEST	1	5	0
WALNUT RM.	4	11	7
GOLD RM.	0	1	1
BRONZE RM.	0	1	0
PECAN RM.	0	0	0
V.I.P RM.	0	0	0
KITCHEN	2	9	2
L.S. BUILDING	0	0	0
POULTRY BLD.	0	2	0
TOTAL ROOM USAGE	14	60	14
EST. ATTENDANCE	3,500	5,700	4,200
RENTAL INCOME	\$6,055	\$29,465	\$6,670

OTHER ACTIVITIES: Mainstreet, police training

LARGER EVENTS: Fairy Dust Princess Ball (CASA), Lunch and Learn, pesticide seminar January

**Justin Beard
CIVIC CENTER MANAGER**



AGENDA ITEM REPORT

Meeting: City Council - Feb 17 2026

Department: Administration

Subject: Discuss and consider an Agreement for Municipal Court Judge Services.

Attachments:

[DOCS1-#352217-v2-Municipal Court Judge Agreement](#)

2.3 If City Council fails to appoint a new judge or reappoint Kay McNutt within ninety (90) days of the Judge's term, such term and Agreement shall automatically renew for an additional term per operation of law under Section 29.005 of the Texas Local Government Code.

2.4 This AGREEMENT may be terminated by either party by giving thirty (30) days written notice of termination to the other Party.

2.5 This AGREEMENT shall be terminated automatically if JUDGE is removed from the bench by the State Commission on Judicial Conduct.

ARTICLE III.

Payments

3.1 **Independent Contractor.** CITY shall pay JUDGE, subject to performance, the sum of ~~three thousand two hundred fifty one thousand five hundred~~ and NO/100ths dollars (\$~~3,250.00~~1,500) every two weeks, with the first payment made on March , 2026 ~~per month~~ for her services ~~rendered the prior two week period~~. It is expressly understood and agreed that the JUDGE provides services as an Independent Contractor. Judge has a right to direct or control how she performs the tasks for which she is hired, and the CITY shall have no authority or oversight on how she conducts Municipal Court. JUDGE shall be responsible for the payment of her own taxes and the CITY shall not deduct income tax or FICA.

3.2 All payments by CITY to the JUDGE made pursuant to this AGREEMENT shall be paid ~~monthly~~ every two weeks.

3.3 In the event of termination of this AGREEMENT prior to completion of the terms specified in Article II above, JUDGE shall be entitled to the compensation earned by JUDGE prior to the date of termination computed pro-rata up to and including such termination date. JUDGE shall be entitled to no further compensation after date of termination of this AGREEMENT.

ARTICLE IV.

Representations

4.1 **Independent Judge.** It is expressly understood and agreed that the JUDGE provides services as an independent Judge. JUDGE is responsible for providing the judicial services necessary for the handling of all cases in the Municipal Court, subject only to the provisions of the ordinances of the City, State and Federal statutes and Texas Code of Judicial Conduct.

4.2 **Ethics.** In providing legal services to the CITY, JUDGE shall conduct herself in accordance with the highest ethical standards and in full compliance with the Texas Code of Judicial Conduct. JUDGE shall promptly notify the CITY if any disciplinary action is instituted against JUDGE. As part of this Agreement to provide these services to the CITY, JUDGE shall be required to disclose to the CITY any existing or potential conflicts of interest related to any services to be performed under this Agreement and during the course of this representation. Should such conflict arise, JUDGE shall be required to immediately contact the Mayor or City Manager to discuss and resolve such conflict.

4.3 JUDGE shall provide all of her own transportation.

4.4 In accordance to the Rules of Judicial Education, JUDGE shall complete continuing judicial education required under state law. CITY shall pay the costs for attendance of continuing judicial education.

4.5 CITY shall provide JUDGE with certain administrative support consisting of part-time access to office facilities (telephone, computer terminal, and desk) and message referral. CITY shall work with JUDGE in order to coordinate all cases.

ARTICLE V.
Miscellaneous

5.1 This AGREEMENT shall be governed by the laws of the State of Texas. The parties further agree that venue for any litigation arising directly or indirectly from this AGREEMENT shall be in Titus County, Texas.

5.2 As part of the Agreement to provide these services to the CITY, JUDGE shall be required to disclose to the CITY any existing or potential conflicts of interest related to any services to be performed under this AGREEMENT and during the course of this representation. Should such conflict arise, JUDGE shall be required to immediately contact the Mayor to discuss and resolve such conflict.

5.3 In providing legal services to the CITY hereunder, JUDGE shall conduct herself in accordance with the highest ethical standards and in full compliance with the Texas Code of Judicial Conduct. The JUDGE shall promptly notify the CITY if any disciplinary action is instituted against JUDGE.

5.4 If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.5 **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the subject matter. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by the City Council.

IN WITNESS WHEREOF, CITY and JUDGE have signed this AGREEMENT.

CITY OF MOUNT PLEASANT, TEXAS

By: _____
Wesley Lyon, II, Mayor

JUDGE

By: _____
Kay McNutt

DRAFT