NOTICE AND AGENDA OF REGULAR CALLED MEETING
MOUNT PLEASANT CITY COUNCIL

Tuesday, September 1, 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/@thecityofmountpleasanttexa1157/streams

CALL TO ORDER

Roll Call and Certification of a Quorum
Invocation
Pledge of Allegiance

OPEN SESSION

PUBLIC COMMENTS

The City Council welcomes citizen participation and comments at all Council meetings. Citizen comments are limited to three minutes out of respect for everyone's time. The Council is not permitted to respond to your comments. The Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 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.

1. Consider Approval of the August 18, 2026 Meeting Minutes.
2. Pay request #19 to Wicker Construction (West Loop Wastewater Collection)
3. Pay Request #39 for Drake Construction (Southside WWTP)

CONSENT AGENDA MOTION

MOTION TO APPROVE ALL CONSENT AGENDA ITEMS AS PRESENTED

REGULAR AGENDA

4. Discuss and consider amending Ordinance 2026-20, a budget amendment for $365,000.
5. Hold a Public Hearing to discuss and consider the proposed tax rate for Fiscal Year 2026/2027 and schedule a date for a final vote on the tax rate for Fiscal Year 2026/2027.
6. Hold a Public Hearing and discussion on the Proposed Annual Operating Budget for Fiscal Year 2026/2027.
7. Discuss and consider the loan proposal from Guaranty Bank for the funding of outstanding incentive obligations of MPEDC.
8. Discuss and consider MPEDC's FY 26-27 budget.
9. MPEDC Update Report
10. Discuss and consider an Animal Services Agreement with the City of Pittsburg.
11. Discuss and consider an Animal Services Agreement with the City of Gilmer.

12. Discuss and consider Ordinance 2026-19 amending Chapter 96, Section 13, Food Trucks, amending the city's licensing and inspection requirements to reflect current state-mandated statewide Mobile Vendor Permitting, which replaces the city oversight and health inspections for food trucks, continuing current locational siting requirements in certain zoning districts and events, and providing for penalties for violations.
13. Discuss and consider Resolution 2026-20 for the Resale of BLK 237A, lot 18 & 19 .4966 AC, Jones Ave in the City of Mount Pleasant to Torres Investments LLC/Erik Torres pursuant to the Texas Tax Code.
14. Discuss and consider Resolution 2026-21 for the Resale of 237A Lot 20, 1.2 AC, Rhambeau Street, in the City of Mount Pleasant to Torres Investments LLC/Erik Torres pursuant to the Texas Tax Code.
15. Discuss and consider Resolution 2026-22 for the Resale of Block 237A, Lot 21A .47 AC, Rhambeau Street, in the City of Mount Pleasant to Torres Investments LLC/Erik Torres pursuant to Texas Tax Code.
16. 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:

Economic Development Negotiations Tex. Gov't Code551.087: MPEDC Projects #26-06-9 & 26-07-2

Real Property Tex. Gov't Code551.072 to deliberate the purchase, exchange, lease, or value of real property: Northwest Quadrant Property relating to MPEDC

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov' t Code §551.074) related to the evaluation and goals of the 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.

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 26th of August 2026 and remained so posted for at least 3 business days preceding the scheduled of said meeting.

Candias Webster

Candias Webster, City Secretary

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Candias Webster, City Secretary
Department: Administration

Subject: **Consider Approval of the August 18, 2026 Meeting Minutes.**

Item Summary:

This is a typed copy of the minutes from the August 18, 2026 meeting

Financial Impact:

N/A.

Recommendation(s):

Motion to approve consent agenda item

Attachments:

2026.08.18 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 August 18, 2026, at 4 :00 PM at the Council Chambers located at 501 North Madison with the following members present:

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

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT
No action was taken by the Council

CONSIDER APPROVAL OF THE AUGUST 4, 2026, MEETING MINUTES.
Motion was made by Council Member Hageman and seconded by Council Member Faulkner to approve the August 4, 2026 Meeting Minutes. Upon a vote, the motion carried unanimously.

MONTHLY FINANCIALS.
Interim Finance Director Rebecca Elliott presented Monthly Financials

PRESENTATION TO DISCUSS AND CONSIDER APPROVAL OF EMPLOYEE BENEFIT OFFERINGS FOR THE 2026-2027 PLAN YEAR PRESENTED BY HOLMES MURPHY.
Motion was made by Council Member Hageman and seconded by Council Member Corbell to approve employee benefit offerings for the 2026-2027 plan year presented by Holmes Murphy. Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER MID-YEAR SALARY ADJUSTMENTS FOR SWORN POLICE OFFICERS, CERTIFIED FIRE FIGHTERS, AND DEPARTMENT DIRECTORS.
Motion was made by Council Member Hageman and seconded by Council Member Faulkner to table until the City Manager brings back a budget amendment. Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER RESOLUTION 2026-19 PROPOSING THE TAX RATE FOR FISCAL YEAR 2027.
Motion was made by Council Member Hageman and seconded by Council Member Corbell to approve Resolution 2026-19 proposing a tax rate of 0.423648 per $100 of valuation for Fiscal Year 2026. Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER AN INTERLOCAL AGREEMENT FOR THE CITY OF MOUNT PLEASANT TO OPERATE, MAINTAIN, AND TRAIN FOR USE OF A SELF-CONTAINED BREATHING APPARATUS (“SCBA”) FILL STATION PROVIDED BY TITUS COUNTY, TEXAS.
Motion was made by Council Member Hageman and seconded by Council Member Faulkner to enter into an Interlocal Agreement for the City of Mount Pleasant to operate, maintain, and train for use of a Self-Contained Breathing Apparatus (“SCBA”) Fill Station provided by Titus County, Texas. Upon a vote, the motion carried unanimously.

HOLD A PUBLIC HEARING PER THE CITY UNSAFE BUILDING ABATEMENT CODE, FOUND IN CHAPTER 150 OF THE CODE OF ORDINANCES, AND TO CONSIDER ORDER 26-004 A DECLARATION OF A DILAPIDATED STRUCTURE AT 105 S RIDDLE AVE WITHIN THE CITY OF MOUNT PLEASANT, TEXAS, FIND IT TO BE DILAPIDATED AND/OR DETERIORATED AND DAMAGED TO REQUIRE REPAIR, REHABILITATION OR DEMOLITION, PROVIDING A TIME WITHIN WHICH THE OWNER SHOULD REHABILITATE, REPAIR OR DEMOLISH SUCH STRUCTURE AND TO CONSIDER ORDERING CITY ABATEMENT AND SUBSEQUENT LIEN OF THE DILAPIDATED STRUCTURE AT 105 S RIDDLE, MT PLEASANT CITY BLOCKS 225 LOT PT OF 6.

The Mayor opened and closed the public hearing with no citizen comments. Motion was made by Council Member Corbell and seconded by Council Member Faulkner to give the homeowner another 90-day extension. Upon a vote, the motion carried unanimously.

HOLD A PUBLIC HEARING PER THE CITY UNSAFE BUILDING ABATEMENT CODE, FOUND IN CHAPTER 150 OF THE CODE OF ORDINANCES, AND TO CONSIDER ORDER 26-006 A DECLARATION OF A DILAPIDATED STRUCTURE AT 815 E 9TH STREET WITHIN THE CITY OF MOUNT PLEASANT, TEXAS, FIND IT TO BE DILAPIDATED AND/OR DETERIORATED AND DAMAGED TO REQUIRE REPAIR, REHABILITATION OR DEMOLITION, PROVIDING A TIME WITHIN WHICH THE OWNER SHOULD REHABILITATE, REPAIR OR DEMOLISH SUCH STRUCTURE AND TO CONSIDER ORDERING CITY ABATEMENT AND SUBSEQUENT LIEN OF THE DILAPIDATED STRUCTURE AT 815 E 9TH STREET, SUNRISE ADDITION BLOCK 3 LOT 8.

The Mayor opened the public hearing; the homeowner spoke, then the Mayor closed the public hearing. Motion was made by Council Member Hageman and seconded by Council Member Faulkner to give the homeowner another 90-day extension. Upon a vote, the motion carried unanimously.

HOLD A PUBLIC HEARING PER THE CITY UNSAFE BUILDING ABATEMENT CODE, FOUND IN CHAPTER 150 OF THE CODE OF ORDINANCES, AND TO CONSIDER ORDER 26-007 A DECLARATION OF A DILAPIDATED STRUCTURE AT 1003 CHOCTAW WITHIN THE CITY OF MOUNT PLEASANT, TEXAS, FIND IT TO BE DILAPIDATED AND/OR DETERIORATED AND DAMAGED SO AS TO REQUIRE REPAIR, REHABILITATION OR DEMOLITION, PROVIDING A TIME WITHIN WHICH THE OWNER SHOULD REHABILITATE, REPAIR OR DEMOLISH SUCH STRUCTURE AND TO CONSIDER ORDERING CITY ABATEMENT AND SUBSEQUENT LIEN OF THE DILAPIDATED STRUCTURE AT 1003 CHOCTAW, MT PLEASANT CITY BLOCK 189 LOT 1B & 1.

Motion was made by Council Member Corbell and seconded by Council Member Hageman to give the homeowner a 30-day extension. Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER APPROVING A SITE PLAN FOR A 1-ACRE, 2-BUILDING, 14-UNIT APARTMENT PROJECT ON LOT 7A, ORIGINAL CITY BLOCK 254B, ADDRESSED AS 307 WEST MAGNOLIA DRIVE, LOCATED APPROXIMATELY 315 FEET WEST OF THE INTERSECTION OF SHADYWOOD LANE. SP-2026-02.

Motion was made by Council Member Corbell and seconded by Council Member Hageman to approve a site plan for a 1-acre, 2-building, 14-unit apartment project on Lot 7A, Original City Block 254B, addressed as 307 West Magnolia Drive, located approximately 315 feet west of the intersection of Shadywood Lane. SP-2026-02. Upon a vote, the motion carried unanimously.

DISCUSSION ON CURRENT MAIN STREET STATUS

City Manager Vine gave an update on the status of Main Street

PRESENTATION, DISCUSSION, AND APPROVAL FROM CITY COUNCIL TO CONSIDER THE POSSIBLE DEVELOPMENT OF A CITY POOL IN DELLWOOD PARK.

Motion was made by Council Member Hageman and seconded by Council Member Faulkner to table the discussion of a City pool for two months. Upon a vote, the motion carried unanimously.

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 6:57 PM

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

Consultation with attorney (*§551.071)* and deliberation regarding personnel matters (*§551.074)* concerning the resignation of Municipal Court Judge Kay McNutt and the appointment of a successor Municipal Court Judge.

Consultation with attorney (*§551.071)* and deliberation regarding personnel matters (*§551.074)* concerning grievance filed against the City Manager by Larry McRae.

Consultation with attorney (*§551.071*) regarding Cause No. 44437, Kyle Douglas Moring v. City of Mount Pleasant, Texas.

Consultation with attorney (*§551.071*) regarding the Interlocal Agreement for Fire Protection Services between the City of Mount Pleasant and Titus County.

Consultation with attorney (*§551.071)* and deliberation regarding personnel matters (*§551.074)* concerning Council's possible creation, change, consolidation, or abolition of offices, departments, or agencies which are not established by the City Charter.

Consultation with attorney (*§551.071)* concerning development and obligations the City's Municipal Code and state law

RECONVENE INTO THE REGULAR SESSION 8:31 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.

Motion was made by Council Member Hageman and seconded by Council Member Corbell to accept Municipal Court Judge McNutt's resignation, which is effective September 30, 2026, and that next steps will be taken on the appointment of a Municipal Court Judge. Upon a vote, the motion carried unanimously.

Motion was made by Council Member Hageman and seconded by Council Member Faulkner to move that the city attorney prepare a letter for the mayor's signature stating that the complaints are unsubstantiated as discussed in executive session.

No action on any of the other items in executive session

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

ADJOURN 8:40 PM

Motion was made by Council Member Faulkner and seconded by Council Member Hageman to adjourn. Upon a vote, the motion carried unanimously.

WESLEY LYON, MAYOR

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Erin Marshall, Utilities Director
Department: Utilities

Subject: **Pay request #19 to Wicker Construction (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: 8,827,805.10
Current Pay Request: 185,574.42

Recommendation(s):

Motion to approve consent agenda item

Attachments:

west loop
MP162 PE No. 19

Pay Request # 19

Memorandum

TO: Mayor, Mayor Pro Tem & City Council

FROM: Erin Marshall, Utilities Director

SUBJECT: Pay request #19 to Wicker Construction (West Loop Waste Water Collection)

DATE: Sept 1, 2026

BACKGROUND: 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.

STATUS OF ISSUE: This payment covers the demo for 3 lift stations and the connection of 2 new lift stations

BUDGET:

Budgeted Amount: 14,000,000

Contract Amount: 9,816,351

Contract start date: September 3, 2024

Substantial Completion: April 6, 2026

Previous Payments Total: 8,827,805.10

Current Pay Request: 185,574.42

RECOMMENDATION: We recommend a motion to pay, pay request #19 to Wicker Construction for work performed on the West Loop Project in the amount of 185,574.42

PROGRESS ESTIMATE

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

Estimate No.:	**19**
Date:	July 27, 2026
Project:	West Loop Wastewater Collection Improvements
Period:	From: 03/26/2026 To: 07/25/2026
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)	119.31%
% Complete ($)	96.65%
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 thru #9	5,171,332.41	#18	180,639.43
#10	403,531.21	#19	
#11	470,202.79	#20	
#12	552,995.14	#21	
#13	938,123.48	#22	
#14	155,012.07	#23	
#15	322,693.77	#24	
#16	189,201.48	#25	
#17	444,073.32	#26	

Total Payments Previously Authorized: $8,827,805.10

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	1.00	1.00	$1,500.00	$1,500.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	1.00		1.00	$17,500.00	$17,500.00
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	41,788.00	106.00	41,894.00	$0.65	$27,231.10
1.10	6-in SDR 21 PVC Force Main	LF	51	45.00	6.00	51.00	$111.00	$5,661.00
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	100.00	8,636.00	$79.00	$682,244.00
1.17	12-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	1,455	1,455.00		1,455.00	$85.00	$123,675.00
1.18	18-in PS 115 PVC Sanitary Sewer Line (0FT to 8FT Open Cut)	LF	12,316	12,316.00		12,316.00	$98.00	$1,206,968.00
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	1,601.00		1,601.00	$143.00	$228,943.00
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	LF	240	220.00		220.00	$145.00	$31,900.00
1.26	24-in Steel Encasement by Open Cut	LF	100	100.00		100.00	$210.00	$21,000.00
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	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	1,075.00		1,075.00	$720.00	$774,000.00
1.31	30-in Steel Encasement by Open Cut with Pipe	LF	80	140.00		140.00	$310.00	$43,400.00
1.32	30-in Steel Encasement by Dry Bore at Railroad	LF	120	120.00		120.00	$1,145.00	$137,400.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1.33	48-in Sanitary Sewer Manhole (0FT to 8FT Deep)	EA	88	85.00	3.00	88.00	$8,750.00	$770,000.00
1.34	Extra Depth for Manholes	VF	225	219.00	6.00	225.00	$620.00	$139,500.00
1.35	60-in Sanitary Sewer Manhole	EA	6	6.00		6.00	$12,128.00	$72,768.00
1.36	Drop Piping for Manholes	EA	10	7.00	3.00	10.00	$7,039.00	$70,390.00
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	9.00	9.00	$895.00	$8,055.00
1.40	Connect to Existing Sewer Line	EA	5	0.00	4.00	4.00	$2,593.00	$10,372.00
1.41	Long Side Sewer Service	EA	7	6.00	1.00	7.00	$3,365.00	$23,555.00
1.42	Short Side Sewer Service	EA	4	0.00	4.00	4.00	$1,689.00	$6,756.00
1.43	Remove and Replace Barbed Wire Fence	LF	610	610.00		610.00	$17.00	$10,370.00
1.44	Install Access Gate	E	13	13.00		13.00	$950.00	$12,350.00
1.45	Open Cut and Repair Asphalt	SY	262	197.17	55.56	252.73	$85.00	$21,482.05
1.46	Open Cut and Repair Concrete	SY	132	179.75		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	3.00	3.00	$12,500.00	$37,500.00
1.51	FM 127 Lift Station and Appurtenances	LS	1	0.95	0.05	1.00	$294,000.00	$294,000.00
1.52	FM 271 Lift Station and Appurtenances	LS	1	0.95	0.05	1.00	$290,000.00	$290,000.00
1.53	6-ft Tall Intruder Resistant Chain Link Fence	LF	264	264.00		264.00	$50.00	$13,200.00
1.54	All Weather Access	SY	620	835.00		835.00	$48.00	$40,080.00
1.55	Electrical Improvements	LS	1	0.95	0.05	1.00	$283,000.00	$283,000.00
1.56	Filter Fabric Fence	LF	15,000	4,800.00	25.00	4,825.00	$3.00	$14,475.00
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	32.00	5.00	37.00	$850.00	$31,450.00
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	******$325,169.23**	$0.00
1.64	Railroad Flagman, Observation, and Survey Allowance	AL	1	0.55		0.55	$200,000.00	$109,215.00
1.65	Remove and Dispose of Existing Sanitary Sewer Line	LF	922	0.00	922.00	922.00	$17.00	$15,674.00
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	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
FIELD WORK ORDER No. 4								
****WO4.1	Pothole/Excavate and Locate Existing 30-in Concrete Raw Water Main at Approximate STA 28+08, 45+60, 60+40	LS	1	1.00		1.00	$4,767.64	$4,767.64
****WO4.2	Remove Corral and Replace Corral with Existing Pipe Fence Material at Approximately STA 56+60	LS	1	1.00		1.00	$6,478.31	$6,478.31

/\\ksa.net\gateway\Projects\MP162\400 Construction\04 Contractor Payment Application\PE 19\MP162 PE No. 19.xlsm

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
****WO4.3	Clear Right-of-Way and Burn Brush for Electric Power to Lift Station Site at FM127	LS	1	1.00		1.00	$15,130.82	$15,130.82

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

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

KSA ENGINEERS, INC.

By Brian C. Pritchett

Date 7/27/2026

Approved: **CITY OF MOUNT PLEASANT**

By

Date

Total Amount to Date	$9,487,767.92
Material on Hand	$0.00
	$9,487,767.92
Less 5% Retainage	$474,388.40
Net Total	$9,013,379.52
Less Previous Payments	$8,827,805.10
Amount Payable to Contractor This Estimate	**$185,574.42**

/\\ksa.net\gateway\Projects\MP162\400 Construction\04 Contractor Payment Application\PE 19\MP162 PE No. 19.xlsm

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Erin Marshall, Utilities Director
Department: Utilities

Subject: **Pay Request #39 for Drake Construction (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
Total days of the contract: 1218 Days
Previous Payments Total: 38,350,271.62
Current Pay Request: 443,422.00

Recommendation(s):

Motion to approve consent agenda item

Attachments:

Southside WWTP
MP160 PE No. 39

Pay Request # 39

Memorandum

TO: Mayor, Mayor Pro Tem & City Council

FROM: Erin Marshall, Utilities Director

SUBJECT: Pay Request #39 for Drake Construction (Southside WWTP)

DATE: September 1, 2026

BACKGROUND: 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.

STATUS OF ISSUE: This payment is for the removal of the old contact chamber and the construction of the new chemical building.

BUDGET:

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

Total days of the contract: 1218 Days

Previous Payments Total: 38,350,271.62

Current Pay Request: 443,422.00

RECOMMENDATION: We recommend a motion to pay, pay request #39 to Drake Construction for work performed on the Southside Waste Water Treatment Plant in the amount of 443,422.00

PROGRESS ESTIMATE

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

Estimate No.: **39**

Date:	August 3, 2026
Project:	Southside WWTP Improvements
Period:	From: 6/26/2026 To: 07/25/2026
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 $	463,357.85	# 6 $	
# 2 $	352,000.00	# 7 $	
# 3 $	0.00	# 8 $	
# 4 $	0.00	# 9 $	
# 5 $		#10 $	
Total Change Orders:			$815,357.85
Total Adjusted Contract:			$41,364,657.85

Notice to Proceed Date:	May 15, 2023
Contract Time:	1218 Days
% Complete (Time)	96.55%
% Complete ($)	98.72%
Project No:	MP.160

PREVIOUS PAYMENTS AUTHORIZED

#1 thru #9	14,783,654.04	#33	452,241.80
#10 thru 25	16,892,120.55	#34	440,625.30
#26	476,155.62	#35	502,131.36
#27	228,350.23	#36	623,390.00
#28	217,112.04	#37	379,420.50
#29	296,480.18	#38	583,511.85
#30	1,120,888.45	#39	
#31	847,436.31	#40	
#32	506,753.39	#41	

Total Payments Previously Authorized: $38,350,271.62

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	1.00		1.00	$15,000.00	$15,000.00
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	1.00		1.00	$1,400,000.00	$1,400,000.00
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	1.00		1.00	$1,200,000.00	$1,200,000.00
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	0.95	0.05	1.00	$1,200,000.00	$1,200,000.00
1.06	RAS/WAS Pump Station	LS	1	1.00		1.00	$703,000.00	$703,000.00
1.07	Tertiary Filter Improvements	LS	1	1.00		1.00	$530,600.00	$530,600.00
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	0.90	0.03	0.93	$600,000.00	$555,000.00
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	1.00		1.00	$200,000.00	$200,000.00
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	1.00		1.00	$773,000.00	$773,000.00

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	1.00		1.00	$129,000.00	$129,000.00
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	1.00		1.00	$340,000.00	$340,000.00
1.13E	Pavement	LS	1	0.15	0.05	0.20	$400,000.00	$80,000.00
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	0.98		0.98	$1,850,000.00	$1,813,000.00
1.15C	Generator & ATS	LS	1	1.00		1.00	$1,350,000.00	$1,350,000.00
1.15D	Above Ground Wiring & Conduits	LS	1	0.99		0.99	$1,500,000.00	$1,485,000.00
1.15E	Below Grade & Ductbanks	LS	1	0.99	0.01	1.00	$1,800,000.00	$1,800,000.00
1.15F	Lighting	LS	1	0.97	0.02	0.99	$500,000.00	$495,000.00
1.15G	Devices, Panels, Flow Meters & Fire Alarm	LS	1	0.96	0.02	0.98	$1,000,000.00	$980,000.00
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	***14 $7,430.88**	$0.00
1.18	Tertiary Filter Allowance	AL	1	1.00		1.00	$1,362,333.00	$1,362,333.00
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	0.60	0.40	1.00	$345,300.00	$345,300.00
2.02	Bar Screens No. 1 and No. 2	LS	1	0.60	0.39	0.99	$476,000.00	$471,240.00
2.03	Dewatering Press No. 2	LS	1	1.00		1.00	$498,000.00	$498,000.00
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								
*[2]WO2.1	Dewatering Press Modifications to Add a Circuit and Booster	LS	1	1.00		1.00	$5,117.00	$5,117.00
FIELD WORK ORDER No. 3								
*[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								
*[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								
*[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								
*[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								
*[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								
*[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	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	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. Cooordination with SWEPCO for new Transformer Location	LS	1	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	1.00		1.00	$17,478.00	$17,478.00
FIELD WORK ORDER No. 13								
*[13]WO13.1	Install Circuits to Q-Press Ancilliary Ewipment (CMR-021)	LS	1	1.00		1.00	$8,601.00	$8,601.00
*[13]WO13.2	Install Circuits to Sludge Pumpe Aerators (CMR-022)	LS	1	1.00		1.00	$39,482.00	$39,482.00
FIELD WORK ORDER No. 14								
*[14]WO14.1	Temporary Power for Blower and Control Building (CMR-025)	LS	1	1.00		1.00	$7,125.00	$7,125.00
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; *[3]Per FWO No. 3; *[4] Per FWO No. 4; *[5] Per FWO No. 5; *[6] Per FWO No. 6; *[7]Per FWO No. 7; *[8]Per FWO No. 8;**
***[9]Per FWO No. 9; *[10] Per FWO No. 10; *[11] Per FWO No. 11; *[12] Per FWO No. 12; *[13] Per FWO No. 13; *[14] Per FWO No. 14**

^Per Change Order No. 1; ^^Per Change Order No. 2; ^^^ Per Change Order No. 3, ^^^^Per Change Order No. 4

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 08/03/2026

Approved: **CITY OF MOUNT PLEASANT**

By ______________________

Date ______________________

Total Amount to Date	$40,835,466.97
Material on Hand	$0.00
	$40,835,466.97
Less 5% Retainage	$2,041,773.35
Net Total	$38,793,693.62
Less Previous Payments	$38,350,271.62
Amount Payable to Contractor This Estimate	**$443,422.00**

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Rebecca Elliott, Interim Finance Director
Department: Finance

Subject: **Discuss and consider amending Ordinance 2026-20, a budget amendment for $365,000.**

Item Summary:

The Non-Departmental budget in the General Fund is materially over budget year to date and an amendment is required for audit and fiscal year end.

Financial Impact:

Increase allocations in the Fiscal Year 2025-2026 Budget for Non-Departmental by $365,000.

Recommendation(s):

Motion to approve Ordinance 2026-20 amending the fiscal year 2025-2026 budget.

Attachments:

Ordinance 2026-20 Amending Budget-Non Departmental
BA35 Non Departmental $365K

CITY OF MOUNT PLEASANT, TEXAS
ORDINANCE 2026-20

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 add allocations to the General fund for the $365,000 shortage to the Non-Departmental budget from sales tax revenue exceeding budgeted revenues. This will also prepare for FY26 year end audit and fund variance.

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 1st day of September 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:

NON-DEPARTMENTAL IS OVER BUDGET YEAR TO DATE.

FROM

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-51300-000	SALES TAX COLLECTIONS	(330,000)
100-66220-122	CONTINGENCY	(35,000)

TO

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-61500-122	EXPECTED VACANCY SAVINGS 3%	365,000

Department Director *Date Signed* *Department*

Rebecca Elliott 8/20/26

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

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Rebecca Elliott, Interim Finance Director
Department: Finance

Subject: **Hold a Public Hearing to discuss and consider the proposed tax rate for Fiscal Year 2026/2027 and scheduling a date for a final vote on the tax rate for Fiscal Year 2026/2027.**

Item Summary:

The city council should hold a record vote approving a proposed tax rate. The voter approval tax rate of 0.423648 per $100 of valuation is proposed. This vote is separate from the vote that will be taken on September 1, 2026, to adopt the Fiscal Year 2026/27 tax rate. The proposed voter approval tax rate of 0.4236482 per $100 of valuation is 5.76 cents per $100 of valuation higher than the Fiscal Year 2026 tax rate of .36604 cents per $100 of valuation and 5.27 cents higher than the No New Revenue rate of 0.370965.

Recommendation(s):

Motion to adopt a tax rate of 0.423648 per $100 of valuation for Fiscal Year 2027, and to set the adoption date as September 15, 2026.

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026

Staff Contact: Rebecca Elliott, Interim Finance Director

Department: Finance

Subject: **Hold a Public Hearing and discussion on the Proposed Annual Operating Budget for Fiscal Year 2026/2027.**

Item Summary:

Conduct a Public Hearing and Discussion Regarding an Ordinance Adopting a Budget for the City of Mount Pleasant for the Fiscal Year October 1, 2025, through September 30, 2026; Providing that Expenditures for said Fiscal Year shall be made in accordance with said Budget.

Financial Impact:

During the budget process City Council focused on providing quality service at the greatest value. To accomplish this goal, the City must operate in the most effective and efficient ways possible.

Recommendation(s):

No motion is needed

Attachments:

PROPOSED AS OF 08.21.26

Fiscal Year 2026-2027

City of Mount Pleasant Required Legislation Notice for Budget 2027

This budget will raise more revenue from property taxes than last year's budget by an amount of $952,390, which is a 14.92 percent increase from last year's budget, and the amount of that amount, $202,971 is tax revenue to be raised from new property added to the tax roll this year.

The tax rate will be voted on by Council Members.

	FISCAL YEAR 2025-2026	FISCAL YEAR 2026-2027
Proposed Rate	0.366042	0.423648
No New Revenue Rate	0.331463	0.370965
Voter Approval Rate	0.366042	0.423648
De Minimis Rate	0.369408	0.423585

Name	**Title**	**Vote**
Wesley Lyon II	Mayor	Only Votes in an instance of a tie
Carl Hinton	Mayor Pro Tem	
Debbie Corbell	Council Place 1	
Vacant	Council Place 2	
Jonathan Hageman	Council Place 3	
Kelly Redfern	Council Place 4	

Total debt obligation for the City of Mount Pleasant secured by property taxes: $20,933,788.

General Fund

FUND SUMMARY	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
PROPERTY TAX	$ 4,507,054	$ 5,088,600	$ 4,859,414	$ 5,655,800
PENALTIES AND INTEREST	69,141	55,000	59,722	65,000
SALES TAX	6,474,419	6,325,300	5,626,623	6,804,000
LIQUOR TAX	38,457	30,000	37,530	42,000
FINES	497,315	575,000	528,057	650,000
LANDFILL FEES	1,070,137	1,150,000	1,081,377	1,150,000
PERMITS & FEES	459,774	426,000	333,198	425,000
OTHER USER FEES	456,485	389,500	334,132	440,000
CONTRACT INCOME	650,000	715,000	541,667	650,000
INTEREST INCOME	105,676	100,000	102,781	110,000
GRANT INCOME	65,898	-	106,774	80,000
INTERFUND TRANSFERS	900,072	1,000,000	750,000	1,250,000
MISC. INCOME	461,024	20,000	7,943	9,000
CARRY OVER FUND BALANCE		165,994		
TOTAL REVENUE	**$ 15,755,454**	**$ 16,040,394**	**$ 14,369,219**	**$ 17,330,800**
LEGISLATIVE	$ 44,847	$ 42,000	$ 53,489	$ 49,200
GENERAL ADMINISTRATION	617,174	734,722	587,392	785,953
LEGAL	118,113	113,500	48,058	118,000
TAX ASSESSMENT & COLLECTION	220,018	200,000	168,772	284,092
HUMAN RESOURCE	103,381	109,941	86,769	121,435
ELECTIONS	26,366	15,000	-	-
TECHNOLOGY	390,459	275,000	235,334	175,000
NON-DEPARTMENTAL	923,701	557,676	756,560	887,984
MUNICIPAL COURT	342,592	364,594	257,847	345,718
ANIMAL SERVICES	390,215	412,451	307,896	451,167
POLICE DEPARTMENT	5,281,584	5,288,334	4,398,675	5,709,621
FIRE DEPARTMENT	3,924,346	4,035,098	3,320,382	4,416,715
PLANNING DEPARTMENT	286,456	298,557	224,983	300,807
BUILDING & DEVELOPMENT	259,547	286,627	239,060	305,265
CODE ENFORCEMENT	237,752	208,955	153,729	275,222
FLEET SERVICES	486,559	547,780	404,169	494,947
BUILDING MAINTENANCE	201,462	191,174	147,649	195,919
PARK DEPARTMENT	1,388,376	1,601,032	1,177,491	1,441,656
LIBRARY	578,096	606,006	474,785	628,838
TOTAL EXPENSES	**$ 15,821,045**	**$ 15,888,447**	**$ 13,043,038**	**$ 16,987,539**
FUND BALANCE SURPLUS/(DEFICIT)	**$ (65,591)**	**$ 151,947**	**$ 1,326,180**	**$ 343,261**

Utility Fund

Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
PENALTIES AND INTEREST	$ 161,932	$ 132,000	$ 217,421	$ 224,200
WATER SALES	11,666,787	12,000,000	9,845,148	12,000,000
SEWER CHARGES	4,436,172	4,500,000	3,704,285	4,500,000
TAPS AND CONNECT FEES	145,224	100,000	149,329	159,000
SOLID WASTE COLLECTION	3,456,469	3,500,000	2,943,753	3,508,000
INTEREST INCOME	95,281	90,000	80,203	95,000
LEASES AND RENTALS	37,238	35,000	30,290	36,200
INTERFUND TRANSFERS REV	91,156			
MISCELLANEOUS REVENUE	84,530	75,000	98,281	95,000
CARRYOVER FUND BALANCE		36,094		
TOTAL REVENUE	**$ 20,174,789**	**$ 20,468,094**	**$ 17,068,710**	**$ 20,617,400**
NON-DEPARTMENTAL	1,929,124	1,979,026	1,488,127	1,842,493
UTILITY ADMINISTRATION	1,439,026	1,228,417	856,468	1,066,533
FLEET SERVICES	499,402	553,689	391,264	543,285
ENGINEERING	3,646			
NEW WATER TREATMENT PLANT	236,859			
SOLID WASTE MANAGEMENT	3,468,953	3,183,100	2,729,015	3,515,000
WATER TREATMENT	3,347,330	2,735,128	2,339,494	2,944,349
FRESH WATER SUPPLY	1,804,143	1,806,561	1,540,224	1,806,561
WASTEWATER PLANTS	1,189,626	1,043,793	686,139	1,067,401
UTILITY DEPARTMENT	2,104,057	1,809,044	1,245,294	1,294,241
PRETREATMENT DEPARTMENT	56,374	-	-	-
UTILITY DEBT SERVICE	2,661,687	5,245,327	5,300,913	5,264,382
TOTAL EXPENSES	**$ 18,740,227**	**$ 19,584,085**	**$ 16,576,939**	**$ 19,344,245**
FUND BALANCE SRUPLUS/(DEFICIT)	**$ 1,434,562**	**$ 884,009**	**$ 491,771**	**$ 1,273,155**

Street Fund

FUND SUMMARY	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	HYBRID ZERO BASE	FY27 PROPOSED
UTILITY FRANCHISE TAX	$ 1,391,002	$ 1,310,000	$ 1,108,488		$ 1,340,000
INTEREST INCOME	31,171	32,000	23,884		30,000
INTERFUND TRANSFERS REV	400,002	400,000	333,333		400,000
MISCELLANEOUS REVENUE	133,287	-	200		-
TOTAL REVENUE	**$ 1,955,463**	**$ 1,742,000**	**$ 1,465,905**		**$ 1,770,000**
FULL TIME SALARIES	$ 463,198	$ 539,450	$ 410,158		$ 478,145
LONGEVITY	10,460	9,952	8,928		8,154
OVERTIME	7,494	6,300	7,765		14,300
CHRISTMAS PAY	820				
PHONE ALLOWANCE	1,800	2,700	900		1,800
WORKERS COMPENSATION	16,926	9,111	8,089		6,947
UNEMPLOYMENT COMPENSATION	558	599	535		1,497
HEALTH INSURANCE	65,635	75,670	51,197		74,000
DENTAL INSURANCE	3,407	3,940	2,852		3,592
TMRS	75,606	87,066	65,525		78,914
SOCIAL SECURITY	35,818	41,870	32,079		37,031
SALARY ADJUSTMENT		1,960			
OFFICE SUPPLIES	6	1,000	156		500
MOTOR VEHICLE SUPPLIES	25,442	40,000	28,250	10,000	40,000
MOTOR VEHICLE SUPPLIES				30,000	
MINOR TOOLS & APPARATUS	3,817	5,000	2,994	600	5,000
BOTANICAL & AGR. SUPPLIES	921	2,000	1,769	2,000	2,000
OTHER SUPPLIES	1,492	4,000	1,446	500	2,000
STREETS AND ALLEYS	179,008	300,000	103,168	35,000	300,000
MACHINERY AND HEAVY EQUIPMENT	82,120	85,000	34,782	85,000	85,000
SIGNAL AND SIGN SYSTEM	9,812	15,000	6,214	4,000	15,000
COMMUNICATION	1,644	3,000	1,094	3,000	3,000
BUSINESS AND TRAVEL	544	3,000	2,031	3,000	6,000
UNIFORMS AND CLOTHING	4,799	7,000	4,434	7,000	7,000
CONTRACTUAL AND FEE SERVICES	63,751	80,001	38,483	40,000	80,000
UTILITY SERVICES	225,746	195,000	173,576	200,000	200,000
DATA PROCESSING MAINTENANCE					5,000
MEMBERSHIPS AND SUBSCRIPTIONS	2,500	3,000	366	2,000	2,000
TOTAL EXPENSES	**$ 1,283,325**	**$ 1,521,619**	**$ 986,790**		**$ 1,456,880**
FUND BALANCE SUPLUS/(DEFICIT)	**$ 672,138**	**$ 220,381**	**$ 479,116**	**$ -**	**$ 313,120**

Airport Fund

FUND SUMMARY	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
AVIATION FUEL SALES	$ 910,319	$ 899,000	$ 921,866	$ 1,293,120
LEASES AND RENTALS	214,040	225,000	198,008	250,000
INTERFUND TRANSFERS REV	1,428,157	-	-	-
MISCELLANEOUS REVENUE	102	400	130	100
TOTAL REVENUE	$ 2,552,618	$ 1,124,400	$ 1,120,004	$ 1,543,220
PAYROLL & BENEFITS	261,335	310,315	282,364	290,044
OPERATIONS & MAINTENANCE	694,865	755,150	726,664	883,550
DEPRECIATION EXPENSE	715,316	-	-	-
CAPITAL OUTLAY BUILDINGS	-	-	-	162,590
TOTAL EXPENSES	**$ 1,671,516**	**$ 1,065,465**	**$ 1,009,028**	**$ 1,336,184**
FUND BALANCE SURPLUS/(DEFICIT)	**$ 881,102**	**$ 58,935**	**$ 110,976**	**$ 207,036**
ESTIMATED ENDING FUND BALANCE			**7,094,183**	**7,301,219**
*AIRPORT FUND**				
GRANT INCOME	$ 146,334	$ 90,000	$ 86,247	$ 657,000
	$ 146,334	$ 90,000	$ 86,247	$ 657,000
OPERATIONS & MAINTENANCE	22,188	100,000	86,930	100,000
CAPITAL OUTLAY - OTHER IMPROV				596,842
	$ 22,188	$ 100,000	$ 86,930	$ 696,842
FUND BALANCE SURPLUS/(DEFICIT)	**$ 124,146**	**$ (10,000)**	**$ (683)**	**$ (39,842)**
ESTIMATED ENDING FUND BALANCE			**$ 36,820**	**$ (3,022)**
TXDOT RAMP GRANT FUND				
FUND BALANCE SURPLUS/(DEFICIT)	**$ 1,005,248**	**$ 48,935**	**$ 110,293**	**$ 167,194**
ESTIMATED ENDING FUND BALANCE				**$ 7,298,197**
*TOTAL AIRPORT FUNDS**				

**NOTE: FUND BALANCE IS MAINLY ASSETS (LAND & STRUCTURE) NOT CASH OR INVESTMENTS*

Civic Center Fund (570)

FUND SUMMARY	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
HOTEL OCCUPANCY TAX	$ 690,430	$ 700,000	$ 621,501	$ 706,000
LEASES AND RENTALS	(750)	-	(885)	1,000
INTERFUND TRANSFERS REV	25,000	-	-	-
MISCELLANEOUS REVENUE	3,500	-	-	-
FUND BALANCE CARRYOVER	-	10,000	-	-
LEASES AND RENTALS	78,308	75,000	77,237	90,000
LEASES AND RENTALS	18,610	20,000	17,371	20,000
TOTAL REVENUE	**$ 815,098**	**$ 805,000**	**$ 715,223**	**$ 817,000**
CIVC CENTER	$ 580,509	$ 448,763	$ 394,589	$ 462,867
COMMUNITY CENTER	16,142	17,000	11,717	13,700
TOURISM	124,361	209,732	106,077	215,319
HOTEL MOTEL	211,000	212,000	155,250	211,000
TOTAL EXPENSE	**$ 932,013**	**$ 887,495**	**$ 667,633**	**$ 902,886**
SURPLUS/(DEFICIT)	**$ (116,915.22)**	**$ (82,495.00)**	**$ 47,590.70**	**$ (85,886.00)**
ESTIMATED FUND BALANCE	**$ 41,420.17**		**$ 89,010.87**	**$ 3,124.87**
ESTIMATED FUND BALANCE PERCENTAGE				**0.35%**

Cemetery Fund

Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	HYBRID ZERO E	FY27 PROPOSED
CURRENT PROPERTY TAXES	**$ 40,228**	**$ 41,202**	**$ 43,000**		**$ 42,200**
DELINQUENT PROPERTY TAXES	557	760	500		500
PENALTIES AND INTEREST	648	620	400		500
TAX ATTORNEY FEES	402	315	125		300
SALE OF LAND	15,385	12,115	15,000		
MISCELLANEOUS REVENUE	-	24	-		-
TOTAL REVENUE	**$ 57,220**	**$ 55,037**	**$ 59,025**		**$ 43,500**
BUILDINGS AND GROUNDS	$ -	$ -	$ 10,000	$ 5,000	$ 5,000
CONTRACTUAL AND FEE SERVICES	36,702	26,715	34,000	34,000	34,000
DATA PROCESSING MAINTENANCE	4,260	4,475	12,000	4,500	4,500
MISCELLANEOUS EXPENSE	-	-	25		-
TOTAL EXPENSE	**$ 40,962**	**$ 31,190**	**$ 56,025**		**$ 43,500**
SURPLUS/(DEFICIT)	**$ 16,258**	**$ 23,847**	**$ 3,000**		**$ -**
ESTIMATED FUND BALANCE	**$ 25,289**		**$ 28,289**		**$ 28,289**

Capital Fund

Departments Name	Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	HYBRID ZERO BASED	FY27 PROPOSED
NONE	Revenues	INSURANCE PROCEEDS			$ 1,824		
NONE	Revenues	SALE OF EQUIPMENT AND MATERIAL	24,052	50,000	-		-
NONE	Revenues	LEASE PROCEEDS	72,281				
NONE	Revenues	INTERFUND TRANSFERS REV	599,600	599,600	499,667		645,800
NONE	Revenues	REVENUE FROM OTHER RESOURCES	-	-	230,872		-
	Revenues	**TOTAL REVENUE**	**$ 695,932**	**$ 649,600**	**$ 732,363**	**$ -**	**$ 645,800**
CAPITAL REPLACEMENT	Expenses	CONTRACTUAL AND FEE SERVICES	$ 181,589				
CAPITAL REPLACEMENT	Expenses	INTERFUND TRANSFERS EXP	99,214	-	-		-
CAPITAL REPLACEMENT	Expenses	CAP OUTLAY MACHINERY&EQUIPMENT	-	-	-		198,400
CAPITAL REPLACEMENT	Expenses	CAP OUTLAY MACHINERY&EQUIPMENT				176,300	
CAPITAL REPLACEMENT	Expenses	CAP OUTLAY MACHINERY&EQUIPMENT				22,100	
CAPITAL REPLACEMENT	Expenses	CAPITAL OUTLAY MOTOR VEHICLES	72,281	-	-		-
CAPITAL REPLACEMENT	Expenses	INSTALLMENT PAYMENTS	73,177	79,450	47,371		47,400
CAPITAL REPLACEMENT	Expenses	LEASE INTEREST	53,087		3,295		50,000
CAPITAL REPLACEMENT	Expenses	LEASE PURCHASE PRINCIPAL	447,363	600,000	434,495	514,495	550,000
	Expenses	**TOTAL EXPENSE**	**926,711**	**679,450**	**485,162**	**712,895**	**845,800**
GENERAL CAPITAL FUND		**FUND BALANCE SURPLUS/(DEFICIT)**	**$ (230,779)**	**$ (29,850)**	**$ 247,201**		**$ (200,000)**
NONE	Revenues	INTEREST INCOME	$ 772,049	$ 830,000	$ 177,763		$ 80,000
NONE	Revenues	BOND PROCEEDS	-	-	-		-
	Revenues		**772,049**	**830,000**	**177,763**		**80,000**
CAPITAL	Expenses	WW TREATMENT PLANT GENERATOR	$ -	$ 594,690	$ -		$ -
CAPITAL	Expenses	WATER TREATMENT PLANT GENERATO	11,750	729,068	42,103		-
CAPITAL	Expenses	WEST LOOP WWCS CONSTRUCTION	(0)	8,054,374	2,493,339		-
CAPITAL	Expenses	WWTP IMPROV CONSTRUCTION	(3)	19,229,206	5,882,608		250,000
CAPITAL	Expenses	IDC LIFT STATION & FORCE MAIN	-	2,100,000	650,897		-
	Expenses		**11,747**	**30,707,338**	**9,068,946**		**250,000**
WATER CONSTRUCTION FUND	**FUND BALANCE SURPLUS/(DEFICIT)**		**$ 760,302**	**$ (29,877,338)**	**$ (8,891,183)**		**$ (170,000)**
NONE	Revenues	INTEREST INCOME	$ 374,674	$ 350,000	$ 251,866		$ 350,000
NONE	Revenues	GRANT INCOME	1,402,172	600,000	78,827		-
NONE	Revenues	BOND PROCEEDS	-	-	-		5,102,160
	Revenues		**1,776,846**	**950,000**	**330,693**		**5,452,160**
FIRE DEPARTMENT	Expenses	LADDER TRUCK	$ -	$ 2,800,000	$ -		$ 2,792,000
FIRE DEPARTMENT	Expenses	FIRE STATION ROOF	-	70,000	45,745		-
FIRE DEPARTMENT	Expenses	TRAINING FACILITY	-	100,000	2,250		97,750
STREET DEPARTMENT	Expenses	ANNUAL STREET REHAB PROGRAM	539,825	1,000,000	28,523		1,293,952
PARK DEPARTMENT	Expenses	CIVIC CENTER IMPROVEMENTS	99,372	500,000	5,590		-
PARK DEPARTMENT	Expenses	PARK IMPROVEMENTS	49,991	1,951,359	70,320		1,922,500
AIRPORT	Expenses	AIRPORT IMPROVEMENTS	-	100,000	90,338		22,410
	Expenses		**689,189**	**6,521,359**	**242,766**		**6,128,612**
LOGIC 2024 BOND GENERAL	**FUND BALANCE SURPLUS/(DEFICIT)**		**$ 1,087,658**	**$ (5,571,359)**	**$ 87,927**		**$ (676,452)**
NONE	Revenues	INTEREST INCOME	$ 946,335	$ 900,000	$ 670,484		$ 875,000
NONE	Revenues	BOND PROCEEDS	-	-	-		6,945,000
	Revenues		**946,335**	**900,000**	**670,484**		**7,820,000**
WATER TREATMENT	Expenses	INTERFUND TRANSFERS EXP	$ 1,764,650	$ -	$ -		$ -
WATER TREATMENT	Expenses	I-30 FILTER PROJECT	-	2,000,000	166,800		3,000,000
WATER TREATMENT	Expenses	LBS WP & PUMP STATION IMPROVEM	-	5,382,101	-		-
WATER TREATMENT	Expenses	WATER METER OPTIMIZATION	-	1,367,212	62,792		-
WATER TREATMENT	Expenses	HOUSING AUTHORITY IRON LINE RE	-	574,033	18,301		-
WATER TREATMENT	Expenses	TCEQ DAM E A P	13,646	4,138	5,730		-
WATER TREATMENT	Expenses	I 30 WATER LINE (BIG TEX)	-	497,600	138,080		3,500,000
WASTEWATER PLANTS	Expenses	JOHN DEERE REROUTE	12,963	193,209	16,308		120,000
	Expenses		**1,791,259**	**10,018,293**	**408,011**		**6,620,000**
LOGIC 2024 BOND UTILITY	**FUND BALANCE SURPLUS/(DEFICIT)**		**$ (844,924)**	**$ (9,118,293)**	**$ 262,474**		**$ 1,200,000**
NONE	Revenues	INTEREST INCOME	$ 3,187	$ 2,000	$ 2,361		$ 2,500
	Revenues		**$ 3,187**	**$ 2,000**	**$ 2,361**		**$ 2,500**

Capital Fund

Departments Name	Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	HYBRID ZERO BASED	FY27 PROPOSED
COMUNITY CENTER FUND	FUND BALANCE SURPLUS/(DEFICIT)		$ 3,187	$ 2,000	$ 2,361		$ 2,500
TOTAL CAPITAL SERVICE			$ 775,444	$ (44,594,840)	$ (8,291,220)		$ 156,048

Debt Service Fund (303 & 851)

UTILITY DEBT FUND SUMMARY (303)	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
INTERFUND TRANSFER REV	$ 91,156	$ -	$ -	$ 5,264,382
TOTAL REVENUE	**91,156**	**-**	**-**	**5,264,382**
2008 PRIN-REVENUE BONDS	-	1,255,000	1,255,000	1,525,000
2016 PRIN-GO REFUNDING	-	225,000	225,000	-
2020 PRIN-CO'S	-	85,000	85,000	85,000
2021 PRIN-CO'S	-	520,000	520,000	520,000
2021 PRIN-LIMITED TAX NOTE	-	87,000	87,000	89,000
2024 PRIN - CO'S	-	336,109	455,000	359,767
AGENT AND ADMINISTRATION FEE	2,550	5,000	1,600	2,550
INTEREST - REVENUE BONDS	6,051			-
2008 INT -REVENUE BONDS	129,685	126,125	66,200	112,225
2016 INT-GO REFUNDING	13,885	3,578	3,567	-
2020 INT -CO'S	62,247	65,903	65,903	62,375
2021 INT -CO'S	1,307,380	1,440,638	1,440,638	1,414,638
2021 INT -LIMITED TAX NOTE	4,920	3,857	3,856	2,774
INTEREST EXP - GASB 96 SBITA	5,332			-
2024 INT- CO'S	1,129,636	1,092,117	1,092,149	1,091,053
TOTAL EXPENSES	**$ 2,661,687**	**$ 5,245,327**	**$ 5,300,912**	**$ 5,264,382**
FUND BALANCE SRUPLUS/(DEFICIT)	**$ (2,570,531)**	**$ (5,245,327)**	**$ (5,300,912)**	**$ -**

DEBT FUND SUMMARY (851)				
CURRENT PROPERTY TAXES	$ 1,244,878	$ 1,416,000	$ 1,391,787	$ 1,500,000
DELINQUENT PROPERTY TAXES	18,656	12,500	20,992	23,300
PENALTIES AND INTEREST	18,850	15,000	16,639	17,700
TAX ATTORNEY FEES	12,031	4,500	6,684	10,000
INTEREST INCOME	19,362	20,000	15,477	16,900
BOND PROCEEDS	-	-	-	284,134
MISCELLANEOUS REVENUE	-	-	823	-
TOTAL REVENUE	**1,313,776**	**1,468,000**	**1,452,401**	**1,852,034**
CASH DEPOSIT	17,206			-
CONTRACTUAL AND FEE SERVICES	12,031		7,484	-
PRIN-2017 CO'S	180,000	185,000	185,000	190,000
PRIN-2020 GO REFUNDING	270,000	295,000	295,000	320,000
PRIN-2022 LIMITED TAX NOTE	309,000	315,000	315,000	322,000
2024 PRIN - CO'S	-	118,892	-	120,233
AGENT AND ADMINISTRATION FEE	800	-	-	-
INT-2017 CO'S	297,450	292,050	292,050	286,500
INT-2020 GO REFUNDING	80,400	69,600	69,600	57,800
INT-2022 LIMITED TAX NOTE	37,111	30,684	30,684	24,123
INT-2024 GO REFUNDING	180,183	166,750	166,750	166,750
2024 INT- CO'S	400,159	386,315	386,315	364,628
TOTAL EXPENSES	**$ 1,784,339**	**$ 1,859,291**	**$ 1,747,883**	**$ 1,852,034**
FUND BALANCE SRUPLUS/(DEFICIT)	**$ (470,563)**	**$ (391,291)**	**$ (295,481)**	**$ -**
ESTIMATED FUND BALANCE SUPLUS/(DEFICIT)	**$ (3,041,094)**	**$ (5,636,618)**	**$ (5,596,394)**	**$ -**

Rescue Recovery Fund (504)

Account String	Departments Name	Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
504-000-00-000000-57400	NONE	Revenues	REVENUE FROM OTHER RESOURCES	$ 1,841	$ 4,000	$ 3,602	$ -
		Revenues		$ 1,841	$ 4,000	$ 3,602	$ -
504-214-00-000000-62110	FIRE DEPARTMENT	Expenses	MINOR TOOLS & APPARATUS	$ -	$ 17,000	$ 5,960	$ 18,000
		Expenses		$ -	$ 17,000	$ 5,960	$ 18,000
	SURPLUS/(DEFICIT)			$ 1,841	$ (13,000)	$ (2,358)	$ (18,000)
	FUND BALANCE			$ 20,430		$ 18,071	$ 71

Insurance Fund

Departments Name	Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
NONE	Revenues	INTERFUND TRANSFERS REV	$ 271,800	$ 277,000	$ 230,833	$ 277,000
	Revenues		**$ 271,800**	**$ 277,000**	**$ 230,833**	**$ 277,000**
LEGISLATIVE	Expenses	HEALTH INSURANCE	$ 148,063	$ 200,000	$ 150,386	$ 200,000
LEGISLATIVE	Expenses	CONTRACTUAL AND FEE SERVICES	80,608	77,000	69,929	77,000
	Expenses		**$ 228,671**	**$ 277,000**	**$ 220,316**	**$ 277,000**
INSURANCE FUND	**SURPLUS/(DEFICIT)**		**$ 43,129**	**$ -**	**$ 10,518**	**$ -**
INSURANCE FUND	**FUND BALANCE**		**$ 321,227**		**$ 364,357**	**$ 364,357**
INSURANCE FUND	**FUND BALANCE PERCENTAGE OF O&M**					**132%**

Library Contribution Fund (500)

Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
Revenues	CONTRIBUTIONS AND MEMORIALS	$ 9,000	$ 8,000	$ 9,339	$ 2,000
Revenues	CONTRIBUTIONS AND MEMORIALS			$ 70	
Revenues	INTERFUND TRANSFERS REV	2,500			
Revenues	CARRY OVER FUND BALANCE				
Revenues		11,500	8,000	9,409	2,000
Expenses	OTHER SUPPLIES	$ -	$ 7,500	$ 3,583	$ 22,000
Expenses	CAPITAL OUTLAY LIBRARY BOOKS	-	7,500	2,325	
Expenses	CAPITAL OUTLAY - OTHER EQUIP	6,686	-	-	
Expenses		6,686	15,000	5,908	22,000
SURPLUS/(DEFICIT)		**$ 4,814**	**$ (7,000)**	**$ 3,501**	**$ (20,000)**
ESTIMATED FUND BALANCE		**$ 17,330**		**$ 20,831**	**$ 831**

Library Grant Fund (408)

Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
Revenues	GRANT INCOME	29,700	29,750	29,750	
Revenues	CARRY OVER FUND BALANCE		20,000		10,443
Revenues		29,700	49,750	29,750	10,443
Expenses	OTHER SUPPLIES	12,924	47,500	18,057	10,443
Expenses	INTERFUND TRANSFERS EXP	2,573	2,450	1,251	
Expenses		15,496	49,950	19,307	10,443
FUND BALANCE SURPLUS/(DEFICIT)		14,204	(200)	10,443	(0)

Police Seizure Proceeds Fund (413)

Type	Account Name	FY25 AUDITED	FY26 BUDGET	ACTUALS AS OF 7/31/26	FY27 PROPOSED
Revenues	INTEREST INCOME	$ 57	$ 60	$ 30	$ 30
Revenues	SEIZURE PROCEEDS	-	24,707	24,707	-
Revenues		**57**	**24,767**	**24,737**	**30**
Expenses	OTHER SUPPLIES	$ 14,972	$ 30,707	$ 21,699	$ -
Expenses	IMPREST FUNDS	2,000	2,000	1,000	2,000
Expenses		**16,972**	**32,707**	**22,699**	**2,000**
SURPLUS/(DEFICIT)		**$ (16,915)**	**$ (7,940)**	**$ 2,038**	**$ (1,970)**
ESTIMATED FUND BALANCE		**$ 20,326**		**$ 22,364**	**$ 20,394**

MPEDC Fund (750)

FUND SUMMARY	FY25 ACTUALS	FY26 BUDGET	AS OF 7/31/25 FY26 ACTUALS	FY27 PROPOSED
SALES TAX COLLECTIONS	$ 2,142,726	$ 2,000,000	$ 1,870,248	$ 2,000,000
INTEREST INCOME	210,583	150,000	156,229	150,795
LEASES AND RENTALS	39,500	42,000	3,795	10,000
SALE OF LAND	-	-	-	-
MISCELLANEOUS REVENUE	1,452,163	236,660	150	-
TOTAL REVENUE	**$ 3,844,973**	**$ 2,428,660**	**$ 2,030,422**	**$ 2,160,795**
PAYROLL & FRINGE BENEFITS	$ 399,675	$ 455,521	$ 368,492	$ 472,256
OPERATIONS & MAINTENANCE	385,332	283,300	132,839	317,000
CONTRACTS & COMMITTEMENTS	3,062,151	1,564,300	919,109	798,500
PRINCIPAL-INSTALLMENT PAYMENTS	-	-	-	143,339
INTEREST-INSTALLMENT PAYMENTS	-	-	-	416,000
TOTAL EXPENSE	**$ 3,866,612**	**$ 2,323,321**	**$ 1,437,274**	**$ 2,167,295**
CHANGE IN FUND BALANCE	**(21,639)**	**105,339**	**593,148**	**(6,500)**
INTEREST INCOME (REVOLVING LOAN)	**(323)**	**7,196**	**(301)**	**6,500**
TOTAL REVENUE	**3,844,650**	**2,435,856**	**2,030,122**	**2,167,295**
TOTAL EXPENSE	**3,866,612**	**2,323,321**	**1,437,274**	**2,167,295**
MPEDC CHANGE IN FUND BALANCES	**(21,962)**	**112,535**	**592,848**	**-**
FY25 AUDITED ENDING FUND BALANCE	**$ 493,541**			**$ 493,541**
FUND BALANCE PERCENT OF EXPENSE				**23%**

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Kevin Carter, Executive Director
Department: IDC

Subject: **Discuss and consider the loan proposal from Guaranty Bank for the funding of outstanding incentive obligations of MPEDC.**

Item Summary:

MPEDC board approved the 15 years annual payment option on August 13, 2026.

Financial Impact:

Loan Amount: $6,000,000 Accumulated Interest: $2,906,813.59

Recommendation(s):

Motion to approve loan proposal (15 years option) for outstanding incentive obligations.

Attachments:

August 2026 Proposed Loan Terms

Guaranty
Bank & Trust
Division of Glacier Bank

Mr. Carter and Board of Directors,

Thank you for giving Guaranty Bank and Trust and our local community banks an opportunity to fund a potential loan to the MPEDC for an exciting business opportunity in our community. The following rate is based on the assumption that this loan qualifies as tax exempt which all indications reflect that it will be. Rates and terms are pending final approval from participating banks. See terms below.

Loan Amount: $6,000,000

Rate: Wall Street Journal Prime Rate minus 1.25% (5.5% today) fixed for 5 years adjusting every 5 years to WSJP minus 1.25%

Amortization: Up to 20 years

Maturity: Up to 20 years

Collateral: Sales Tax Receivables

See attached for amortization schedules.

Sincerely

Trent Abbott
Regional President

10 years annual payments:

Name:	MPEDC				Rate	5.40%
Date:	August 12, 2026				Pmts per yr.	1
Purpose:	0				Payoff in yrs.	10

Period	Beginning Principal Balance	Periodic Payment	Interest	Principal	Remaining Principal	Accumulated Interest	Principal Reduction
1	$ 6,000,000.00	$792,192.94	$ 324,000.00	$468,192.94	$ 5,531,807.06	$ 324,000.00	$468,192.94
2	$ 5,531,807.06	$792,192.94	$ 298,717.58	$493,475.35	$ 5,038,331.71	$ 622,717.58	$961,668.29
3	$ 5,038,331.71	$792,192.94	$ 272,069.91	$520,123.02	$ 4,518,208.69	$ 894,787.49	$1,481,791.31
4	$ 4,518,208.69	$792,192.94	$ 243,983.27	$548,209.67	$ 3,969,999.02	$1,138,770.76	$2,030,000.98
5	$ 3,969,999.02	$792,192.94	$ 214,379.95	$577,812.99	$ 3,392,186.03	$1,353,150.71	$2,607,813.97
6	$ 3,392,186.03	$792,192.94	$ 183,178.05	$609,014.89	$ 2,783,171.14	$1,536,328.76	$3,216,828.86
7	$ 2,783,171.14	$792,192.94	$ 150,291.24	$641,901.69	$ 2,141,269.45	$1,686,620.00	$3,858,730.55
8	$ 2,141,269.45	$792,192.94	$ 115,628.55	$676,564.39	$ 1,464,705.06	$1,802,248.55	$4,535,294.94
9	$ 1,464,705.06	$792,192.94	$ 79,094.07	$713,098.86	$ 751,606.20	$1,881,342.62	$5,248,393.80
10	$ 751,606.20	$792,192.94	$ 40,586.73	$751,606.20	$ -	$1,921,929.36	$6,000,000.00

15 years annual payment:

Name:	MPEDC				Rate	5.40%
Date:	August 12, 2026				Pmts per yr.	1
Purpose:	0				Payoff in yrs.	15

Period	Beginning Principal Balance	Periodic Payment	Interest	Principal	Remaining Principal	Accumulated Interest	Principal Reduction
1	$ 6,000,000.00	$593,787.57	$ 324,000.00	$269,787.57	$ 5,730,212.43	$ 324,000.00	$269,787.57
2	$ 5,730,212.43	$593,787.57	$ 309,431.47	$284,356.10	$ 5,445,856.33	$ 633,431.47	$554,143.67
3	$ 5,445,856.33	$593,787.57	$ 294,076.24	$299,711.33	$ 5,146,144.99	$ 927,507.71	$853,855.01
4	$ 5,146,144.99	$593,787.57	$ 277,891.83	$315,895.74	$ 4,830,249.25	$1,205,399.54	$1,169,750.75
5	$ 4,830,249.25	$593,787.57	$ 260,833.46	$332,954.11	$ 4,497,295.14	$1,466,233.00	$1,502,704.86
6	$ 4,497,295.14	$593,787.57	$ 242,853.94	$350,933.64	$ 4,146,361.50	$1,709,086.94	$1,853,638.50
7	$ 4,146,361.50	$593,787.57	$ 223,903.52	$369,884.05	$ 3,776,477.45	$1,932,990.46	$2,223,522.55
8	$ 3,776,477.45	$593,787.57	$ 203,929.78	$389,857.79	$ 3,386,619.66	$2,136,920.24	$2,613,380.34
9	$ 3,386,619.66	$593,787.57	$ 182,877.46	$410,910.11	$ 2,975,709.55	$2,319,797.70	$3,024,290.45
10	$ 2,975,709.55	$593,787.57	$ 160,688.32	$433,099.26	$ 2,542,610.29	$2,480,486.02	$3,457,389.71
11	$ 2,542,610.29	$593,787.57	$ 137,300.96	$456,486.62	$ 2,086,123.67	$2,617,786.98	$3,913,876.33
12	$ 2,086,123.67	$593,787.57	$ 112,650.68	$481,136.89	$ 1,604,986.78	$2,730,437.65	$4,395,013.22
13	$ 1,604,986.78	$593,787.57	$ 86,669.29	$507,118.29	$ 1,097,868.49	$2,817,106.94	$4,902,131.51
14	$ 1,097,868.49	$593,787.57	$ 59,284.90	$534,502.67	$ 563,365.82	$2,876,391.84	$5,436,634.18
15	$ 563,365.82	$593,787.57	$ 30,421.75	$563,365.82	$ -	$2,906,813.59	$6,000,000.00

20 years annual payment:

Name:	MPEDC				Rate	5.40%	
Date:	August 12, 2026				Pmts per yr.	1	
Purpose:	0				Payoff in yrs.	20	

Period	Beginning Principal Balance	Periodic Payment	Interest	Principal	Remaining Principal	Accumulated Interest	Principal Reduction
1	$ 6,000,000.00	$497,918.66	$ 324,000.00	$173,918.66	$ 5,826,081.34	$ 324,000.00	$173,918.66
2	$ 5,826,081.34	$497,918.66	$ 314,608.39	$183,310.27	$ 5,642,771.07	$ 638,608.39	$357,228.93
3	$ 5,642,771.07	$497,918.66	$ 304,709.64	$193,209.02	$ 5,449,562.04	$ 943,318.03	$550,437.96
4	$ 5,449,562.04	$497,918.66	$ 294,276.35	$203,642.31	$ 5,245,919.73	$1,237,594.38	$754,080.27
5	$ 5,245,919.73	$497,918.66	$ 283,279.67	$214,639.00	$ 5,031,280.73	$1,520,874.05	$968,719.27
6	$ 5,031,280.73	$497,918.66	$ 271,689.16	$226,229.50	$ 4,805,051.23	$1,792,563.21	$1,194,948.77
7	$ 4,805,051.23	$497,918.66	$ 259,472.77	$238,445.90	$ 4,566,605.33	$2,052,035.97	$1,433,394.67
8	$ 4,566,605.33	$497,918.66	$ 246,596.69	$251,321.97	$ 4,315,283.36	$2,298,632.66	$1,684,716.64
9	$ 4,315,283.36	$497,918.66	$ 233,025.30	$264,893.36	$ 4,050,390.00	$2,531,657.96	$1,949,610.00
10	$ 4,050,390.00	$497,918.66	$ 218,721.06	$279,197.60	$ 3,771,192.40	$2,750,379.02	$2,228,807.60
11	$ 3,771,192.40	$497,918.66	$ 203,644.39	$294,274.27	$ 3,476,918.12	$2,954,023.41	$2,523,081.88
12	$ 3,476,918.12	$497,918.66	$ 187,753.58	$310,165.08	$ 3,166,753.04	$3,141,776.99	$2,833,246.96
13	$ 3,166,753.04	$497,918.66	$ 171,004.66	$326,914.00	$ 2,839,839.04	$3,312,781.65	$3,160,160.96
14	$ 2,839,839.04	$497,918.66	$ 153,351.31	$344,567.35	$ 2,495,271.69	$3,466,132.96	$3,504,728.31
15	$ 2,495,271.69	$497,918.66	$ 134,744.67	$363,173.99	$ 2,132,097.70	$3,600,877.63	$3,867,902.30
16	$ 2,132,097.70	$497,918.66	$ 115,133.28	$382,785.39	$ 1,749,312.31	$3,716,010.91	$4,250,687.69
17	$ 1,749,312.31	$497,918.66	$ 94,462.86	$403,455.80	$ 1,345,856.51	$3,810,473.77	$4,654,143.49
18	$ 1,345,856.51	$497,918.66	$ 72,676.25	$425,242.41	$ 920,614.10	$3,883,150.02	$5,079,385.90
19	$ 920,614.10	$497,918.66	$ 49,713.16	$448,205.50	$ 472,408.60	$3,932,863.19	$5,527,591.40
20	$ 472,408.60	$497,918.66	$ 25,510.06	$472,408.60	$ (0.00)	$3,958,373.25	$6,000,000.00

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Kevin Carter, Executive Director
Department: IDC

Subject: **Discuss and consider MPEDC's FY 26-27 budget.**

Item Summary:

MPEDC FY 26-27 Budget

Recommendation(s):

Motion to approve MPEDC's FY 26-27 Budget

Attachments:

MPEDC FY 2027 Budget

Mt. Pleasant Economic Development Corporation
FY 2027 Budget

Account String	Account Name	Notes	Proposed 2027
REVENUE			
750-000-00-000000-51300	SALES TAX COLLECTIONS		2,150,000
750-000-00-000000-55050	INTEREST INCOME		200,000
750-000-00-000000-55100	LEASES AND RENTALS		22,500
750-000-00-000000-57100	SALE OF LAND		0
750-000-00-000000-57350	MISCELLANEOUS REVENUE		0
755-123-00-000000-55050	INTEREST INCOME	*Revolving Loan Fund interest (Restricted)	6,500
755-123-00-000000-57400	REVENUE FROM OTHER RESOURCES		0
	TOTAL REVENUE		**2,379,000**
EXPENSES			
PAYROLL EXPENSES			
750-156-00-000000-61010	FULL TIME SALARIES	Includes 3% Adjustment	343,299
750-156-00-000000-61410	TMRS	16.63% Projected	57,094
750-156-00-000000-61420	SOCIAL SECURITY		26,168
750-156-00-000000-61040	LONGEVITY	(Claribel 540, Janeth 660, Kevin 100)	1,300
750-156-00-000000-61130	OPEB EXPENSE		0
750-156-00-000000-61200	CAR ALLOWANCE	$900/Kevin & $500/Janeth per month	16,800
750-156-00-000000-61220	PHONE ALLOWANCE	$100 each employee per month	3,600
750-156-00-000000-61310	WORKERS COMPENSATION		600
750-156-00-000000-61320	UNEMPLOYMENT COMPENSATION		900
750-156-00-000000-61330	HEALTH INSURANCE	17% Increase Projected	25,789
750-156-00-000000-61340	DENTAL INSURANCE	17% Increase Projected	1,650
750-156-00-000000-65140	EMPLOYEE RECOGNITION		600
	TOTAL PAYROLL EXPENSE		**477,800**
OPERATION EXPENSES			
750-156-00-000000-62010	OFFICE SUPPLIES & EQUIPMENT		9,000
750-156-00-000000-62120	JANITORIAL		3900
750-156-00-000000-62200	LOCAL BRE EXPENSES	Board meals, Boots n Biz, State of the Economy	25,000
750-156-00-000000-65130	DATA PROCESSING/ IT MAINTENANCE		6,300
750-156-00-000000-65010	COMMUNICATION		3,000
750-156-00-000000-65120	UTILITY SERVICES		3,500
750-156-00-000000-65020	RENTAL EXPENSE		16,800
750-156-00-000000-65030	LIABILITY INSURANCE		10,000
750-156-00-000000-65040	MARKETING EXPENSE	Advertising, Team Texas, marketing our community	125,000
750-156-00-000000-66003	PROSPECT RECRUITMENT TRAVEL	Travel Associated with Marketing	40,000
750-156-00-000000-65050	ADVERTISING		12,000
750-156-00-000000-65210	MEMBERSHIPS AND SUBSCRIPTIONS		15,000
750-156-00-000000-65060	PROFESSIONAL DEVELOPMENT	Conferences & Professional Development	25,000
750-156-00-000000-66001	CONTRACTS AND RETAINERS		200,000
	AUDIT EXPENSE	Independent Audit	6,500
750-156-00-000000-65230	INTERGOVERNMENTAL EXPENSE		15,000
750-156-00-000000-65220	INTERFUND TRANSFERS EXP		5,200
	TOTAL OPERATIONAL EXPENSE		**521,200**
PROJECT EXPENSES			
750-156-00-000000-63010	BUILDINGS AND GROUNDS	Office, business parks, etc	75,000
750-156-00-000000-66002	PRIORITY PROJECTS		50,000
750-156-00-000000-66000	ECONOMIC DEVELOPMENT COMMITMENT		640,000
750-156-00-000000-66220	CONTINGENCY		
	LEASE PAYMENT TO CITY (ALUMINZ)	Agreements with City of Winfield and Mt. Pleasant	13,500
750-156-00-000000-67030	PRINCIPAL-LOAN PAYMENTS	Aluminz Loan	270,000
750-156-00-000000-67130	INTEREST-LOAN PAYMENTS		325,000
	TOTAL PROJECT EXPENSE		**1,373,500**
	TOTAL EXPENSES		**2,372,500**

Mt. Pleasant Economic Development Corporation
FY 2027 Budget
(Comparison Years 2025 2026)

Account String	Account Name	FY2025 Budget	FY2026 Budget	Notes	Proposed 2027	
REVENUE						
750-000-00-000000-51300	SALES TAX COLLECTIONS	2,000,000	2,000,000		2,150,000	
750-000-00-000000-55050	INTEREST INCOME	150,000	150,000	*Investment Interest	200,000	
750-000-00-000000-55100	LEASES AND RENTALS	50,000	42,000	Lease Payments from Aluminz	22,500	
750-000-00-000000-57100	SALE OF LAND	0	0		0	
750-000-00-000000-57350	MISCELLANEOUS REVENUE	0	236,660		0	
755-123-00-000000-55050	INTEREST INCOME	0	7,196	*Revolving Loan Fund interest (Restricted)	6,500	
755-123-00-000000-57400	REVENUE FROM OTHER RESOURCES	0			0	
	TOTAL REVENUE	**2,200,000**	**2,435,856**		**2,379,000**	
EXPENSES						
PAYROLL EXPENSES						
750-156-00-000000-61010	FULL TIME SALARIES	250,250	333,300		343,299	3% Adjustment
750-156-00-000000-61410	TMRS	34,689	53,636		57,094	16.63%
750-156-00-000000-61420	SOCIAL SECURITY	15,122	22,918		26,168	
750-156-00-000000-61040	LONGEVITY	1,200	1,200	(Claribel 540, Janeth 660, Kevin 100)	1,300	
750-156-00-000000-61130	OPEB EXPENSE	0	0		0	
750-156-00-000000-61200	CAR ALLOWANCE	6,000	16,800	$900/Kevin & $500/Janeth	16,800	
750-156-00-000000-61220	PHONE ALLOWANCE	2,400	3,600	$100 each employee	3,600	
750-156-00-000000-61310	WORKERS COMPENSATION	264	400		600	
750-156-00-000000-61320	UNEMPLOYMENT COMPENSATION	234	189		900	
750-156-00-000000-61330	HEALTH INSURANCE	21,078	22,075		25,789	17% Increase
750-156-00-000000-61340	DENTAL INSURANCE	878	1,390		1,650	17% Increase
750-156-00-000000-65140	EMPLOYEE RECOGNITION	1,800	600		600	
	TOTAL PAYROLL EXPENSE	**333,915**	**456,108**		**477,800**	
OPERATION EXPENSES						
750-156-00-000000-62010	OFFICE SUPPLIES & EQUIPMENT	32,000	8,000		9,000	
750-156-00-000000-62120	JANITORIAL	0	0		3900	
750-156-00-000000-62200	LOCAL BRE EXPENSES	3,000	3,500	Board meals	25,000	Change Category from Other Supplies
750-156-00-000000-65130	DATA PROCESSING/ IT MAINTENANCE	5,000	6,500		6,300	
750-156-00-000000-65010	COMMUNICATION	1,250	2,000	RingCentral Phones	3,000	
750-156-00-000000-65120	UTILITY SERVICES	2,500	2,500		3,500	
750-156-00-000000-65020	RENTAL EXPENSE	16,200	0		16,800	
750-156-00-000000-65030	LIABILITY INSURANCE	4,500	4,500		10,000	
750-156-00-000000-65040	MARKETING EXPENSE	130,000	130,000	Advertising, Team Texas, marketing our community	125,000	
750-156-00-000000-66003	PROSPECT RECRUITMENT TRAVEL	50,000	50,000		40,000	Change Category from Prospect/Site Visits
750-156-00-000000-65050	LOCAL EVENTS/ADVERTISING	0	0		12,000	Change Category from Advertising
750-156-00-000000-65210	MEMBERSHIPS AND SUBSCRIPTIONS	10,000	15,000		15,000	
750-156-00-000000-65060	PROFESSIONAL DEVELOPMENT	20,000	25,000	Conferences & Professional Development	25,000	Change Category from Business Travel
750-156-00-000000-66001	CONTRACTS AND RETAINERS	250,000	250,000		200,000	
750-156-00-000000-65230	INTERGOVERNMENTAL EXPENSE	15,000	15,000		15,000	
750-156-00-000000-65220	INTERFUND TRANSFERS EXP	5,200	5,200		5,200	
	AUDIT EXPENSE	0	0		6,500	
	TOTAL OPERATIONAL EXPENSE	**544,650**	**517,200**		**521,200**	
PROJECT EXPENSES						
750-156-00-000000-63010	BUILDINGS AND GROUNDS	161,700	50,000	Office, business parks, etc	75,000	
750-156-00-000000-66002	PRIORITY PROJECTS	0	250,000		50,000	
750-156-00-000000-66000	ECONOMIC DEVELOPMENT COMMITMENT	3,506,000	1,000,000		640,000	
750-156-00-000000-66220	CONTINGENCY	2,300	50,000		0	
	LEASE PAYMENTS TO CITY (ALUMINZ)				13500	New Category (Lease Payments to Winfield and Mt. Pleasant)
750-156-00-000000-67030	PRINCIPAL-INSTALLMENT PAYMENTS	0	0		270,000	
750-156-00-000000-67130	INTEREST-INSTALLMENT PAYMENTS	0	0		325,000	
	TOTAL PROJECT EXPENSE	**3,670,000**	**1,350,000**		**1,373,500**	
	TOTAL EXPENSES	**4,548,565**	**2,323,308**		**2,372,500**	

Mt. Pleasant Economic Development Corporation
FY 2027 Budget
(Comparison to FY 2026 with 10 Month Actuals)

Account Name	FY2026 Budget	FY 2026 (10 Months)	Notes	Proposed 2027	
SALES TAX COLLECTIONS	2,000,000	1,870,248		2,150,000	
INTEREST INCOME	150,000	156,229	*Investment Interest	200,000	
LEASES AND RENTALS	42,000	3,795		22,500	
MISCELLANEOUS REVENUE	236,660	150		0	
INTEREST INCOME	7,196	6,700	*Revolving Loan Fund interest	6,500	
TOTAL REVENUE	**2,435,856**	**2,037,122**		**2,379,000**	
FULL TIME SALARIES	333,300	264,021	*Updated by Finance Director (170,000 Kevin, 96,000 Janeth, 67,300 Claribel)	343,299	3% Adustment
TMRS	53,636	45,333		57,094	
SOCIAL SECURITY	22,918	21,274		26,168	
LONGEVITY	1,200	612	(Claribel 540, Janeth 660, Kevin 100)	1,300	
OVERTIME	0	0		0	
OPEB EXPENSE	0	0		0	
CAR ALLOWANCE	16,800	14,000	$900/Kevin & $500/Janeth	16,800	
PHONE ALLOWANCE	3,600	3,000	$100 each employee	3,600	
WORKERS COMPENSATION	400	338		600	
UNEMPLOYMENT COMPENSATION	189	171		900	
HEALTH INSURANCE	22,075	18,716		25,789	17% Increase
DENTAL INSURANCE	1,390	1,026		1,650	17% Increase
EMPLOYEE RECOGNITION	600	0		600	
TOTAL PAYROLL EXPENSE	**456,108**	**368,491**		**477,800**	
OFFICE SUPPLIES & EQUIPMENT	8,000	4,025		9,000	
JANITORIAL	0	0		3900	
LOCAL BRE EXPENSES	3,500	1,989	Board meals, Boots n Biz	25,000	Change Category from Other Supplies
DATA PROCESSING/ IT MAINTENANCE	6,500	3,500		6,300	
COMMUNICATION	2,000	0	RingCentral Phones	3,000	
UTILITY SERVICES	2,500	2,271		3,500	
RENTAL EXPENSE	0	0		16,800	
LIABILITY INSURANCE	4,500	4,680		10,000	
MARKETING EXPENSE	130,000	47,008	Team Texas, marketing our community	125,000	
PROSPECT RECRUITMENT TRAVEL	50,000	0	Travel Associated with Marketing	40,000	Change Category from Prospect/Site Visits
ADVERTISING	0	0		12,000	
MEMBERSHIPS AND SUBSCRIPTIONS	15,000	4,311		15,000	
PROFESSIONAL DEVELOPMENT	25,000	24,094	Conferences & Professional Development	25,000	Change Category from Business and Travel
CONTRACTS AND RETAINERS	250,000	82,304		200,000	
AUDIT EXPENSE	0	0	Independent Audit	6,500	
INTERGOVERNMENTAL EXPENSE	15,000	12,500		15,000	
INTERFUND TRANSFERS EXP	5,200	4,334		5,200	
TOTAL OPERATIONAL EXPENSE	**517,200**	**191,016**		**521,200**	
BUILDINGS AND GROUNDS	50,000	40,962	Office, business parks, etc	75,000	
PRIORITY PROJECTS	250,000	25,581		50,000	
ECONOMIC DEVELOPMENT COMMITMENT	1,000,000	811,225		640,000	
CONTINGENCY	50,000	0		0	
LEASE PAYMENTS TO CITY (ALUMINZ)				13,500	
PRINCIPAL-INSTALLMENT PAYMENTS	0	0	Aluminz Loan	325,000	
INTEREST-INSTALLMENT PAYMENTS	0	0		270,000	
TOTAL PROJECT EXPENSE	**1,350,000**	**877,768**		**1,373,500**	
TOTAL EXPENSES	**2,323,308**	**1,437,275**		**2,372,500**	

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Kevin Carter, Executive Director
Department: IDC

Subject: **MPEDC Update Report**

Item Summary:

MPEDC Update Report

Financial Impact:

N/A

Recommendation(s):

N/A

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Mark Buhman, Police Chief
Department: Police Dept

Subject: **Discuss and consider an Animal Services Agreement with the City of Pittsburg.**

Item Summary:

This is an agreement we have with the City of Pittsburg for animal services.

Recommendation(s):

Motion to approve Animal Services Agreement with the City of Pittsburg

Attachments:

0224_001

AGREEMENT FOR ANIMAL SERVICES

This agreement made and entered on this 10 day of August, 2026, by and between the **CITY OF MOUNT PLEASANT, TEXAS** (hereinafter called "City") and the **CITY OF PITTSBURG**, Camp County, Texas, (hereinafter called "City of Pittsburg"), an Agreement concerning Animal Services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and the City of Pittsburg concerning animal control and protection services. This Agreement is entered into by the authority of Chapter 791 "Interlocal Cooperation Contracts", Vernon's Annotated Civil Statutes, Texas Government Code.

WITNESSETH:

WHEREAS, the City of Mount Pleasant operates a department known as Animal Services, operates and maintains a shelter for dogs and cats, and has personnel certified by the State of Texas as Animal Control Officers; and

WHEREAS, the City of Pittsburg desires to provide animal protection services for residents of the City of Pittsburg, this agreement is herein acknowledged and approved.

AGREEMENT

NOW, THEREFORE, in consideration of services provided, it is agreed as follows:

<u>SECTION 1: GENERAL</u>

1. The City will only accept impounded or owner relinquished dogs and cats from the City of Pittsburg under this Agreement. (Dogs and cats shall hereinafter be called "animals.") The City of Mount Pleasant will not accept animals from other entities or areas outside the corporate city limits of the City of Pittsburg.

2. Employees from the City of Mount Pleasant will not respond outside the incorporated city limits of Mount Pleasant to receive any animal(s) from the City of Pittsburg. Animals must be brought to the Mount Pleasant Animal Services Center at 300 Enterprise Way by a City of Pittsburg official.

3. Animals collected by the City of Pittsburg and brought to the Mount Pleasant Animals Services Center will be received during operating hours Monday – Friday 8 a.m. to 5 p.m. No animals will be accepted after business hours when the facility is not operated by an Animal Services employee. If the facility is closed to the public but not closed for delivery under this contract, the delivering official will contact the Animal Services emergency

number for assistance. If there is no answer, the delivering official will contact the Mount Pleasant Police Department to assist with contacting an Animal Services official for assistance.

4. The City of Mount Pleasant will accept animals that appear to be sick or injured at the request of Pittsburg Animal Control for euthanization processes only.

5. Dangerous dogs impounded by the City of Pittsburg that have bitten or otherwise been deemed dangerous will be accepted by the City, the responsibility for the cost of such impound and daily keep falling to the City of Pittsburg. Payment to the shelter will be made upon outcome of the status of the animal (e.g. returned to owner, euthanasia, adoption).

6. If the owner of the animal is unknown, the City of Pittsburg official who delivers the animal to the City shelter will be required to sign a statement to the fact that the owner of the animal is not known, the animal has not bitten any individual, and that the animal is not suspected of having rabies.

7. City of Pittsburg grants permission to the City to euthanize or place animals for adoption seventy-two (72) hours after delivery to the shelter. Any animal found to be mortally injured or diseased will be euthanized. An owner of an impounded animal who wishes to redeem said animal shall notify and collect the animal at the City Animal Services facility within 72 hours after delivery of the animal. The owner shall comply with all state and Mount Pleasant ordinances, laws, rules and regulations. Prior to redemption of an animal by the owner, the owner must provide proof of current rabies vaccination and pay the City all applicable fees.

8. Upon receipt of an animal by the City of Mount Pleasant, all State and City of Mount Pleasant ordinances, laws, rules and regulations shall apply to the sheltering, adoption, sterilization, redemption, or euthanization of an animal.

9. Normal animal shelter operating hours for the public will be 10 a.m. to 4 p.m. Monday – Friday (excluding city holidays). The City reserves the right to adjust hours in accordance with appropriate facilitation of animal control and protection operations.

SECTION 2: LIMITATIONS

1. The City will accept animals only to the extent that holding pens are available.

2. At such time that the present facilities are deemed to be inadequate, written notification shall be given to the City of Pittsburg and both parties shall seek appropriate alternatives to alleviate inadequacies.

3. The City of Pittsburg will limit the number of animals to 200 per contract fiscal year (October 1 to September 30) delivered to the City Animal Services Center.

SECTION 3: PAYMENT AND FEES

1. The City of Pittsburg shall pay to the City $4,166 monthly for the services provided under this Agreement. Payments shall be made to the City of Mount Pleasant, without demand, on or before the 15th day of each month, beginning *October 1, 2026* after execution of this agreement by both parties.

2. Separately from the monthly fee, The City of Pittsburg agrees to make a separate payment of $6,615 by October 15 of each year, without demand, to pay for equipment needs for the City of Mount Pleasant Animal Services Facility. Equipment purchases will become the permanent property of the City.

3. Unless specifically stipulated, all fees and payments noted are payable to and will be retained by the City of Mount Pleasant.

4. On each October 1 after the execution of this Agreement and after the first 365 days of the contract, the monthly payment rate shall be subject to increase by the average of the Consumer Price Index (CPI) for the proceeding twelve (12) month period. The CPI shall be based on the index entitled "Dallas – Fort Worth" from the U.S. Department of Labor, Bureau of Labor Statistics publication entitled "Southwest Statistical Summary, Consumer Price Index – for all Urban Consumers (CPI-U)."

5. Payments for services under this Agreement must be made from current revenues available to the paying party.

SECTION 4: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that the City of Pittsburg hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance of this contract to the extent Texas law allows.

SECTION 5: EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October 2026 and shall be renewed annually as to all provisions of this Agreement.

SECTION 6: TERMINATION/ DEFAULT

1. As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this agreement which continues for a period of sixty (60) days after written notice thereof by City or City of Pittsburg, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this agreement by giving ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement, except the payment of any past due monetary obligations owed to the City of Mount Pleasant.

2. This agreement shall remain in effect unless sixty (60) days written notice is given by either entity to the other.

CITY OF MOUNT PLEASANT

BY: ______________________________

Mayor Date

ATTEST:

____

Candias Webster, City Secretary Date

CITY OF PITTSBURG, TEXAS

BY: David Abbey 8-10-26

Mayor Date

ATTEST:

8-10-26

Pittsburg City Secretary Date

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Mark Buhman, Police Chief
Department: Police Dept

Subject: **Discuss and consider an Animal Services Agreement with the City of Gilmer.**

Item Summary:

This is an agreement we have with the City of Gilmer for animal services.

Recommendation(s):

Motion to approve Animal Service Agreement with the City of Gilmer

Attachments:

Animal Service Agreement with Mount Pleasant_2026

AGREEMENT FOR ANIMAL SERVICES

This agreement made and entered on this 28 day of July, 2026, by and between the **CITY OF MOUNT PLEASANT, TEXAS** (hereinafter called "City") and the **CITY OF GILMER**, Upshur County, Texas, (hereinafter called "City of Gilmer"), an Agreement concerning Animal Services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and the City of Gilmer concerning animal control and protection services. This Agreement is entered into by the authority of Chapter 791 "Interlocal Cooperation Contracts", Vernon's Annotated Civil Statutes, Texas Government Code.

WITNESSETH:

WHEREAS, the City of Mount Pleasant operates a department known as Animal Services, operates and maintains a shelter for dogs and cats, and has personnel certified by the State of Texas as Animal Control Officers; and

WHEREAS, the City of Gilmer desires to provide animal protection services for residents of the City of Gilmer, this agreement is herein acknowledged and approved.

AGREEMENT

NOW, THEREFORE, in consideration of services provided, it is agreed as follows:

SECTION 1: GENERAL

1. The City will only accept impounded or owner relinquished dogs and cats from the City of Gilmer under this Agreement. (Dogs and cats shall hereinafter be called animals.) The City of Mount Pleasant will not accept animals from other entities or areas outside the corporate city limits of the City of Gilmer.

2. Employees from the City of Mount Pleasant will not respond outside the incorporated city limits of Mount Pleasant to receive any animal(s) from the City of Gilmer. Animals must be brought to the Mount Pleasant Animal Services Center at 300 Enterprise Way by a City of Gilmer official.

3. Animals collected by the City of Gilmer and brought to the Mount Pleasant Animals Services Center will be received during operating hours Monday – Friday 8 a.m. to 5 p.m. No animals will be accepted after business hours when the facility is not operated by an Animal Services employee. If the facility is closed to the public, but not closed for delivery under this contract, the delivering official will contact the Animal Services emergency

number for assistance. If there is no answer, the delivering official will contact the Mount Pleasant Police Department to assist with contacting an Animal Services official for assistance.

4. The City of Mount Pleasant will accept animals that appear to be sick or injured at the request of Gilmer Animal Control for euthanization processes only.

5. Dangerous dogs impounded by the City of Gilmer that have bitten or otherwise been deemed dangerous will be accepted by the City, the responsibility for the cost of such impound and daily keep falling to the City of Gilmer. Payment to the shelter will be made upon outcome of the status of the animal (e.g. returned to owner, euthanasia, adoption).

6. If the owner of the animal is unknown, the City of Gilmer official who delivers the animal to the City shelter will be required to sign a statement to the fact that the owner of the animal is not known, the animal has not bitten any individual, and that the animal is not suspected of having rabies.

7. City of Gilmer grants permission to the City to euthanize or place animals for adoption seventy-two (72) hours after delivery to the shelter. Any animal found to be mortally injured or diseased will be euthanized. An owner of an impounded animal who wishes to redeem said animal shall notify and collect the animal at the City Animal Services facility within 72 hours after delivery of the animal. The owner shall comply with all state and Mount Pleasant ordinances, laws, rules and regulations. Prior to redemption of an animal by the owner, the owner must provide proof of current rabies vaccination and pay the City all applicable fees.

8. Upon receipt of an animal by the City of Mount Pleasant, all State and City of Mount Pleasant ordinances, laws, rules and regulations shall apply to the sheltering, adoption, sterilization, redemption or euthanizing an animal.

9. Normal animal shelter operating hours for the public will be 10 a.m. to 4 p.m. Monday – Friday (excluding city holidays). The City reserves the right to adjust hours in accordance with appropriate facilitation of animal control and protection operations.

SECTION 2: LIMITATIONS

1. The City will accept animals only to the extent that holding pens are available.

2. At such time that the present facilities are deemed to be inadequate, written notification shall be given to the City of Gilmer and both parties shall seek appropriate alternatives to alleviate inadequacies.

3. The City of Gilmer will limit the number of animals to 200 per contract fiscal year (October 1 to September 30) delivered to the City Animal Services Center.

SECTION 3: PAYMENT AND FEES

1. The City of Gilmer shall pay to the City **$3,464** monthly for the services provided under this Agreement. Payments shall be made to the City of Mount Pleasant, without demand, on or before the 15th day of each month, beginning *October 1, 2026* after execution of this agreement by both parties.

2. Separately from the monthly fee, The City of Gilmer agrees to make a separate payment of **$6,615** by October 15 of each year, without demand, to pay for equipment needs for the City of Mount Pleasant Animal Services Facility. Equipment purchases will become the permanent property of the City.

3. Unless specifically stipulated, all fees and payments noted are payable to and will be retained by the City of Mount Pleasant.

4. On each October 1 after the execution of this Agreement and after the first 365 days of the contract, the monthly payment rate shall be subject to increase by the average of the Consumer Price Index (CPI) for the proceeding twelve (12) month period. The CPI shall be based on the index entitled "Dallas – Fort Worth" from the U.S. Department of Labor, Bureau of Labor Statistics publication entitled "Southwest Statistical Summary, Consumer Price Index – for all Urban Consumers (CPI-U)."

5. Payments for services under this Agreement must be made from current revenues available to the paying party.

SECTION 4: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that the City of Gilmer hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance of this contract to the extent Texas law allows.

SECTION 5: EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October 2026 and shall be renewed annually as to all provisions of this Agreement.

SECTION 6: TERMINATION/ DEFAULT

1. As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this agreement which continues for a period of sixty (60) days after written notice thereof by City or City of Gilmer, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this agreement by giving ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement, except the payment of any past due monetary obligations owed to the City of Mount Pleasant.

2. This agreement shall remain in effect unless sixty (60) days written notice is given by either entity to the other.

CITY OF MOUNT PLEASANT

BY: ______________________________
Mayor Date

ATTEST:

____
Candias Webster, City Secretary Date

CITY OF GILMER, TEXAS

BY: 07/28/2026
Mayor Date

ATTEST:

7/28/2026
Gilmer City Secretary Date

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026

Staff Contact: Lynn Barrett, Director of Development Services

Department: Planning

Subject: **Discuss and consider Ordinance 2026-19 amending Chapter 96, Section 13, Food Trucks, amending the city's licensing and inspection requirements to reflect current state-mandated statewide Mobile Vendor Permitting, which replaces the city oversight and health inspections for food trucks, continuing current locational siting requirements in certain zoning districts and events, and providing for penalties for violations.**

Item Summary:

State law regulating food trucks state-wide was implemented on July 1 of this year requiring a state inspection and licensing process to replace city licensing, oversight and inspections of the trucks. Cities were still permitted to regulate the locations and physical site where the trucks could operate and at events, for seating, trash containers, distances from buildings, etc.. The proposal is for food trucks to operate on any non-residential zoned lot in the General Retail, Commercial or Light or Heavy Industrial Districts but downtown only for special events.as long as adequate space and required buildings are adjacent. This mirrors current requirements. Written permission from the property owner to locate there is required and also is currently regulated. The reason for the code amendment is to remove the city's role and responsibility in food truck licensing and health inspections due to the change in state law.

Financial Impact:

There is no budgetary impact.

Recommendation(s):

Motion to approve Ordinance 2026-19 Amending the Food Truck Ordinance to reflect the state law changes as presented by staff.

Attachments:

Ordinance 2026-19 Food Trucks
REVISED REDLINE DRAFT CHANGES CH 96 FOOD TRUCK ORDINANCE
State Food truck handout

ORDINANCE NO. 2026-19

AN ORDINANCE AMENDING CHAPTER 96 FOOD AND FOOD ESTABLISHMENTS OF THE CODE OF ORDINACES, SECTION 13 FOOD TRUCKS. REPEALING ANY CONFLICTING ORDINANCE OF CURRENT STATE REGULATED LICENSING REQUIREMENTS PRE EMPTING CITY REGULATION OF FOOD SAFETY LICENSING AND INSPECTIONS BUT ALLOWING SITING OVERSIGHT INCLUDING ZONING AND SPECIAL EVENTS REQUIREMENTS, PROVIDING, FOR A PENALTY ENFORCEMENT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS , the; state of Texas has made Food Truck licensing solely a state responsibility for licensing and inspection of food trucks; and

WHEREAS, the current siting and special event regulations for food trucks have satisfactorily served the city, the governing body in the exercise of its legislative discretion, has concluded that the regulations for Food Trucks should be amended to reflect current state regulations by removing city oversight of health licensing and inspections while preserving location and site operational oversight:

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT TO AMEND THE CODE OF ORDINANCES AS FOLLOWS:

<u>SECTION 1</u>

§ 96.13 FOOD TRUCKS.

Food trucks are subject to the following regulations:

(A) Location.

(1) All food trucks must be located on a parcel, zoned General Retail (GR), Commercial (C), Light or Heavy Industrial (LI) or (HI). .No food trucks may be located Downtown unless it is in conjunction with a previously approved special event or with permission from the Main Street Manager.

(2) Food trucks shall be located on an individual private parcel, where an existing permanent business operates in a building with a certificate of occupancy.

(3) Food trucks are required to have written permission from the property owner that allows the operation of a food truck to locate on the property.

(4) (a) A food truck shall have a current state Mobile Vendor Permit.

(5) Food trucks shall be located within 500 feet of an entrance of primary building that holds a valid certificate of occupancy.

(6) No food trucks shall be located on a vacant lot.

(7) No food trucks, their merchandise, advertising, or seating shall obscure traffic sight visibility.

(8) No food trucks operating under this regulation shall be allowed to sell or service food on any public street, sidewalk, public park, or public right-of-way unless approved in writing by the City of Mount Pleasant.

(9) Food trucks shall not operate in driveways or fire lanes.

(10) Food trucks, including any applicable seating may operate in parking spaces, if the required parking for the business remains in compliance with the parking requirements contained in the Mount Pleasant Code of Ordinances, Chapter 155, Zoning Code, § 155.47.

(11) Food trucks shall be removed from the parcel daily and may only operate during the business hours of the primary business and may not be parked longer than 12 hours. An exception to this requirement is allowed for the food truck parking if the food truck is owned and operated by the primary business where it is parked and is integral to the primary business.

(12) Food trucks approved to be located in city parks must, receive approval from the Parks Director and may be charged a fee.

(B) Operational issues.

(1) A drive-through is not permitted in conjunction with the food truck and shall not provide a drive-through service of any kind.

(2) Food trucks shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the food truck use by the patrons of the truck. The area around the food truck shall be kept clean and free from litter, garbage, and debris.

(3) Except as otherwise limited by the City of Mount Pleasant Code of Ordinances, or other city codes, a food truck may utilize outside seating.

(4) State Mobile Vendor permit must be displayed in a visible location.

(5) Any food truck in violation of these requirements is subject to enforcement and penalty in Section 96.99 of this chapter.

SECTION 2

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 3

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 AND APPROVED this ___ day of ___________, 2026.

____

Wesley Lyon, Mayor

ATTEST:

____

Candias Webster, City Secretary

APPROVED:

____

Lea Ream, City Attorney

§ 96.13 FOOD TRUCKS.

Food trucks are subject to the following regulations:

(A) Location.

(1) All food trucks must be located on a parcel, zoned General Retail (GR), Commercial (C), Light or Heavy Industrial (LI) or (HI). ~~which is appropriately zoned for commercial development~~.No food trucks may be located Downtown unless it is in conjunction with a previously approved special event or with permission from the Main Street Manager.

(2) Food trucks shall be located on an individual private parcel, where an existing permanent business operates in a building with a certificate of occupancy.

(3) Food trucks are required to have ~~shall provide the city with a copy of~~ written permission from the property owner that allows the operation of a food truck to locate on the property. ~~and to allow the food truck and their customers access to a commercially plumbed public restroom on-site.~~

(4) (a) A food truck shall have a current state Mobile Vendor Permit. ~~submit a site plan depicting the location of the food truck on the property; shall secure a current health food permit and inspection from the City of Mount Pleasant.~~

~~(b) Yearly health food permit fee does not include special events.~~

(5) Food trucks shall be located within 500 feet of an entrance of primary building that holds ~~the~~ a valid certificate of occupancy.

(6) No food trucks shall be located on a vacant lot.

(7) No food trucks, their merchandise, advertising, or seating shall obscure traffic sight visibility.

(8) No food trucks operating under this regulation shall be allowed to sell or service food on any public street, sidewalk, public park, or public right-of-way unless approved in writing by the City of Mount Pleasant.

(9) Food trucks shall not operate in driveways or fire lanes.

(10) Food trucks, including any applicable seating may operate in parking spaces ~~in a commercially zoned individual property, parcel, tract, or platted lot~~, if the required parking for the ~~center~~ business remains in compliance with the parking requirements contained in the Mount Pleasant Code of Ordinances, Chapter 155, Zoning Code, § 155.47. ~~A site plan indicating the specific location is required.~~

(11) Food trucks shall be removed from the parcel daily and may only operate during the business hours of the primary business and may not be parked longer than 12 hours. An exception to this requirement is allowed for the food truck parking if the food truck is

owned and operated by the primary business where it is parked and is integral to the primary business.

(12) Food trucks approved to be located in city parks must ~~pay a fee of $50.00~~, ~~obtain a permit from the Health Department, and~~ receive approval from the Parks Director and may be charged a fee.

~~(13) All food trucks shall have two inspections annually.~~

~~(B) Licensing. All food trucks shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, a Texas Sales Tax Permit and meet all other state law licensing requirement. Additionally, the operator of the food truck shall provide proof of a current Texas Food Management Certificate.~~

(~~C~~B) Operational issues.

(1) A drive-through is not permitted in conjunction with the food truck and shall not provide a drive-through service of any kind.

(2) Food trucks shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the food truck use by the patrons of the truck. The area around the food truck shall be kept clean and free from litter, garbage, and debris.

~~(3) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Mount Pleasant.~~

(~~4~~3) Except as otherwise limited by the City of Mount Pleasant Code of Ordinances, or other city codes, a food truck may utilize outside seating. ~~consisting of a portable table and seating capacity of not to exceed four.~~

~~(5) All grease producing cooking equipment in the food unit must have a Type I hood over it with an Ansul system and current inspection.~~

~~(6) All food units utilizing oil/grease fryers must have a Class K fire extinguisher on the unit, if no grease or fryers are on the food unit, a 2A-10BC fire extinguisher is required.~~

~~(7) Portable stoves, grills or equivalents are prohibited.~~

(~~8~~4) ~~Grading~~ State Mobile Vendor permit ~~card and health food permit~~ must be displayed in a visible location.

~~(9) A food truck is defined as a vehicle, including trailers, equipped with facilities for cooking and selling food that is located on a private parcel of land, occupied by an existing business, for daily sales to the public and does not move from location to location.~~

(5) Any food truck in violation of these requirements is subject to enforcement and penalty in Section96.99 of this chapter.

~~(Ord. 2021-5, passed 5-18-21)~~ (Ord 2026-XX passed 7/21/26

What Mobile Food Vendors Need to Know About License Changes

STARTING JULY 1, 2026

- All mobile food vendors (MFVs) operating in Texas must be licensed through the Texas Department of State Health Services (DSHS).
  - ***What's different:*** Instead of registering in local jurisdictions, MFVs will have one license to operate anywhere in Texas.

- Each MFV is assigned a license type based on food preparation activities. See the license types and fees on the next page.

What do I need to do?

Submit an application and pay both the application fee and pre-licensing inspection fee according to your license type. After DSHS processes the application, you will receive a letter to schedule a pre-licensing inspection.

What should I do while waiting for a pre-licensing inspection?

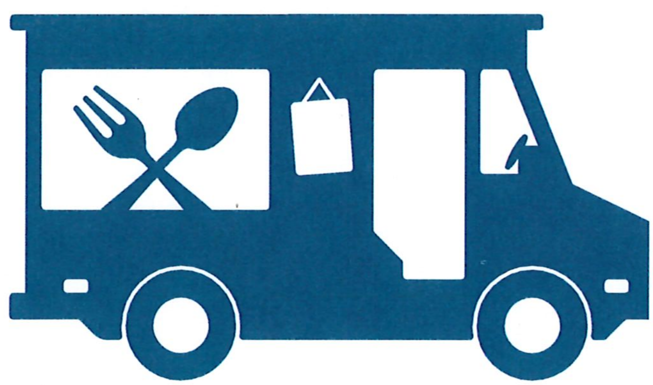
If you have an existing mobile food unit or mobile food vendor license from a local health department in Texas, you can keep operating if you:

- Provide proof of that license when you apply through DSHS.
- After submitting the application and paying the fees, print out the application summary.
- Keep the application summary and payment receipt on your food vending vehicle at all times.

If you do not have a current license anywhere in the state of Texas, you cannot operate until the pre-licensing inspection is completed.

DSHS will prioritize your application.

You will be granted a DSHS MFV license that expires one year from the date of your successfully completed pre-licensing inspection.



View the Mobile Food Vendor Guide

TEXAS Health and Human Services | Texas Department of State Health Services

Mobile Food Vendor Classifications

TYPE I

- You sell prepackaged non-time and temperature control for safety (TCS) food.
- Your food is otherwise deemed a low risk of harm to the public by DSHS.
- *Example: Prepackaged ice cream vendors or prepackaged non-TCS snack vendors*

- Application fee: $309
- Pre-licensing inspection fee: n/a

Fees are due at time of application

TYPE II

- You sell prepackaged TCS food that needs limited handling and preparation.
- You sell TCS food that is prepared to order and served for immediate consumption.
- If you prepare, cold hold, thaw, and/or reheat commercially processed or packaged products, this applies to you.
- *Example: Coffee trucks, snow cone or hot dog vendors*

- Application fee: $618
- Pre-licensing inspection fee: $400

Fees are due at time of application

TYPE III

- You prepare, cook, hold, and serve food from a food vending vehicle.
- If you hot or cold hold, thaw, cook, cool, or reheat food, this applies to you.
- *Example: Burger truck, BBQ truck, taco truck*

- Application fee: $876
- Pre-licensing inspection fee: $500

Fees are due at time of application

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Candias Webster, City Secretary
Department: Administration

Subject: **Discuss and consider Resolution 2026-20 for the Resale of BLK 237A, lot 18 & 19 .4966 AC, Jones Ave in the City of Mount Pleasant to Torres Investments LLC/Erik Torres pursuant to the Texas Tax Code.**

Item Summary:

Torres Investments LLC/Erik Torres has offered $1,000.00 for this property. The tax appraisal at the time of the Judgment was $3,180.00, and the Judgment amount was $4,128.21.

Attachments:

BID PACKET CITY MT PLEASANT.PID 11637

PERDUE BRANDON
FIELDERCOLLINS&MOTT LLP
ATTORNEYS AT LAW

110 North College, Suite 1202
Tyler, TX 75702
p: 903-597-7664
f: 903-597-6298
w: www.pbfcm.com

August 21, 2026

CANDIAS WEBSTER, TRMC, CMC
ASSISTANT CITY MANAGER/ CITY SECRETARY
CITY OF MT. PLEASANT

VIA EMAIL: **cwebster@mpcity.org**

RE: CAUSE NO. 42,844 – REV QUINCY HARPER
PROPERTY ID: 11637 (MT PLEASANT CITY BLOCKS, BLK 237A, LOT 18 & 19 .4966 AC)
TITUS CAD SITUS: JONES AVE, MT PLEASANT TX

Dear Candias,

We have received a bid for the purchase of the above referenced property previously struck off at a delinquent tax auction on February 6, 2024, to the City of Mt. Pleasant as Trustee for the taxing entities of Titus County. The bid is for less than the amount of the Judgment, and less than the assessed value. Section 34.05 of the Texas Property Tax Code requires consent from all taxing entities when the bid is less than the Judgment, and less than the assessed value. Therefore, before the sale can become final, if the Sale is approved by the Council, the consent of the other taxing entities of the County is required.

TORRES INVESTMENTS LLC, by ERIK TORRES has offered $1,000.00 for this property. The tax appraisal at the time of the Judgment was $3,180.00 and the Judgment amount was $4,128.21.

Enclosed please find the Resolution, the bid offer, a map of the property and the Special Resale Deed.

Please let us know if you have any questions or need additional information.

Sincerely,

Stacy Fleming

Stacy Fleming
Legal Assistant
sfleming@pbfcm.com
(903) 597-7664 ext. 3204

RESOLUTION NO:_______________

WHEREAS, the **CITY OF MT. PLEASANT,** as Trustee for the benefit of all taxing entities of Titus County, Texas has become an owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. 42,844 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. REV QUINCY HARPER (PID 11637)**; and

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls.

NOW therefore be it resolved by the CITY COUNCIL of the CITY OF MT. PLEASANT, TEXAS

That the Mayor be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the herein described real property to **TORRES INVESTMENTS LLC** for and in consideration of the cash sum of **ONE THOUSAND DOLLARS AND NO/100 ($1,000.00)** said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the _______________ day of ___________________, 2026.

Attest:

____
Mayor

____
Secretary

Those Voting *Aye* Were:	Those Voting *Nay* Were:
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

“EXHIBIT A”

Cause Number	CAUSE NO. 42,844 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. REV QUINCY HARPER

Struck off to City on 2/6/2024

Judgment Amount $4,128.21

Present Bid	$1,000.00
Bidder	TORRES INVESTMENTS LLC/ERIK TORRES

PROPERTY DESCRIPTION

PID 11637 - MT PLEASANT CITY BLOCKS, BLK 237A, LOT 18 & 19 .4966 AC; JONES AVE, CITY OF MT. PLEASANT, TITUS COUNTY TEXAS.

PERDUE BRANDON
FIELDER COLLINS & MOTT LLP
ATTORNEYS AT LAW

110 North College, Suite 1202
Tyler, TX 75702
p: 903-597-7664
f: 903-597-6298
w: www.pbfcm.com

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 11637 Address: Lots 18 & 19 BIK 237A Jones Avenue

Bid Amount: $ 1,000.00

PRINT NAME: ERik Torres

ADDRESS: 206 VAN BUREN Ave, Suite F

CITY: MT. Pleasant STATE: Tx ZIP: 75455

TELEPHONE: 903-261-5307

E-MAIL: ERik.torres09@yahoo.com

PURPOSE FOR PURCHASING PROPERTY:

Buy and hold

Print name(s) to appear on deed if different than above:

Torres Investments LLC

DATE: 6-4-26 SIGNATURE: Erik Torres

ALL BIDS MUST BE SIGNED BY HAND

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM
110 N COLLEGE AVE STE 1202
TYLER TX 75702

OR

E-MAIL TO: Stacy Fleming at sfleming@pbfcm.com


11635
11639
11638
11640
11637
11653
11641
11654
11639
11638
11656
12491


11650
11651
11639
11638
11640
11637
11653
11641
11654
11655
11652
Rhambeau St
11639
11638
11656
Rhambeau St

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF TITUS §

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURTIY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, hereinafter called GRANTORS, each acting by and through its duly elected official ('GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of **ONE THOUSAND DOLLARS AND 00/00 ($1,000.00),** and other good and valuable consideration, in hand paid by **TORRES INVESTMENTS LLC**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in **CAUSE NO. 42,844 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. REV QUINCY HARPER;** said property being described as follows:

TRACT 1: MT PLEASANT CITY BLOCKS BLK 237A LOT 18 & 19 .4966 AC, MORE OR LESS, AS DESCRIBED IN TAX RESALE DEED, VOLUME 1354, PAGE 163 FILED SEPTEMBER 26, 2001, AND SHERIFF'S DEED DOC#290-20240505 FILED FEBRUARY 20, 2024, IN THE DEED RECORDS OF TITUS COUNTY, TEXAS. PID 11637

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **TORRES INVESTMENTS LLC** , Grantee, their heirs and assigns forever, so that neither THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, Grantors, have caused the presents to be executed on this day ___________________________.

CITY OF MOUNT PLEASANT

BY: ____
Mayor

THE STATE OF TEXAS
COUNTY OF TITUS

BEFORE ME, the undersigned authority, on this day personally appeared _________________, Mayor of the City of MOUNT PLEASANT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day __________________.

____
NOTARY PUBLIC

GRANTEE'S MAILING ADDRESS:

TORRES INVESTMENTS LLC
ERIK TORRES
206 VAN BUREN AVE STE F
MT PLEASANT TX 75455

Return to:

PERDUE, BRANDON LAW FIRM
110 N COLLEGE AVE STE 1202
Tyler TX 75702

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026

Staff Contact: Candias Webster, City Secretary

Department: Administration

Subject: **Discuss and consider Resolution 2026-21 for the Resale of 237A Lot 20, 1.2 AC, Rhambeau Street, in the City of Mount Pleasant to Torres Investments LLC/Erik Torres pursuant to the Texas Tax Code.**

Item Summary:

Torres Investments LLC/Erik Torreshas offered $2,000.00 for this property. The tax appraisal at the time of the Judgment was $7,684.00 and the Judgment amount was $6,401.95.

Attachments:

BID PACKET CITY MT PLEASANT.PID 11638

PERDUE BRANDON
FIELDER COLLINS & MOTT LLP
ATTORNEYS AT LAW

110 North College, Suite 1202
Tyler, TX 75702
p: 903-597-7664
f: 903-597-6298
w: www.pbfcm.com

August 21, 2026

CANDIAS WEBSTER, TRMC, CMC
ASSISTANT CITY MANAGER/ CITY SECRETARY
CITY OF MT. PLEASANT

VIA EMAIL: **cwebster@mpcity.org**

RE: CAUSE NO. 42,842 – QUINNIE CLEMONS ET AL
PROPERTY ID: 11638 (MT PLEASANT CITY BLOCKS BLK 237A LOT 20 1.2 AC)
TITUS CAD SITUS: RHAMBEAU ST, MT PLEASANT TX

Dear Candias,

We have received a bid for the purchase of the above referenced property previously struck off at a delinquent tax auction on February 6, 2024, to the City of Mt. Pleasant as Trustee for the taxing entities of Titus County. The bid is for less than the amount of the Judgment, and less than the assessed value. Section 34.05 of the Texas Property Tax Code requires consent from all taxing entities when the bid is less than the Judgment, and less than the assessed value. Therefore, before the sale can become final, if the Sale is approved by the Council, the consent of the other taxing entities of the County is required.

TORRES INVESTMENTS LLC, by ERIK TORRES has offered $2,000.00 for this property. The tax appraisal at the time of the Judgment was $7,684.00 and the Judgment amount was $6,401.95.

Enclosed please find the Resolution, the bid offer, a map of the property and the Special Resale Deed.

Please let us know if you have any questions or need additional information.

Sincerely,

Stacy Fleming

Stacy Fleming
Legal Assistant
sfleming@pbfcm.com
(903) 597-7664 ext. 3204

RESOLUTION NO:_______________

WHEREAS, the **CITY OF MT. PLEASANT,** as Trustee for the benefit of all taxing entities of Titus County, Texas has become an owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. 42,842 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. QUINNIE CLEMMONS ET AL (PID 11638)**; and

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls.

NOW therefore be it resolved by the CITY COUNCIL of the CITY OF MT. PLEASANT, TEXAS

That the Mayor be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the herein described real property to **TORRES INVESTMENTS LLC** for and in consideration of the cash sum of **TWO THOUSAND DOLLARS AND NO/100 ($2,000.00)** said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the _______________ day of ___________________, 2026.

Attest:

____
Mayor

____
Secretary

Those Voting *Aye* Were:	Those Voting *Nay* Were:
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

"EXHIBIT A"

Cause Number	CAUSE NO. 42,842 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. QUINNIE CLEMMONS ET AL

Struck off to City on 2/6/2024

Judgment Amount $6,401.95

Present Bid	$2,000.00
Bidder	TORRES INVESTMENTS LLC/ERIK TORRES

PROPERTY DESCRIPTION

PID 11638 - MT PLEASANT CITY BLOCKS BLK 237A LOT 20 1.2 AC; RHAMBEAU ST, CITY OF MT. PLEASANT, TITUS COUNTY TEXAS.

PERDUE BRANDON
FIELDERCOLLINS&MOTT LLP
ATTORNEYS AT LAW

110 North College, Suite 1202
Tyler, TX 75702
p: 903-597-7664
f: 903-597-6298
w: www.pbfcm.com

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 11638 Address: Lot 20 Block 237A RHAMEAU, CITY OF MT. PLEASANT

Bid Amount: $ ~~1,000.00~~ $2,000.00

PRINT NAME: Erik Torres

ADDRESS: 206 S. Van Buren Ave Suite F

CITY: Mt.PleasanT STATE: TX ZIP: 75455

TELEPHONE: 903-261-5307

E-MAIL: Erik.torres09@yahoo.com

PURPOSE FOR PURCHASING PROPERTY:

Buy and hold

Print name(s) to appear on deed if different than above:

Torres Investments LLC

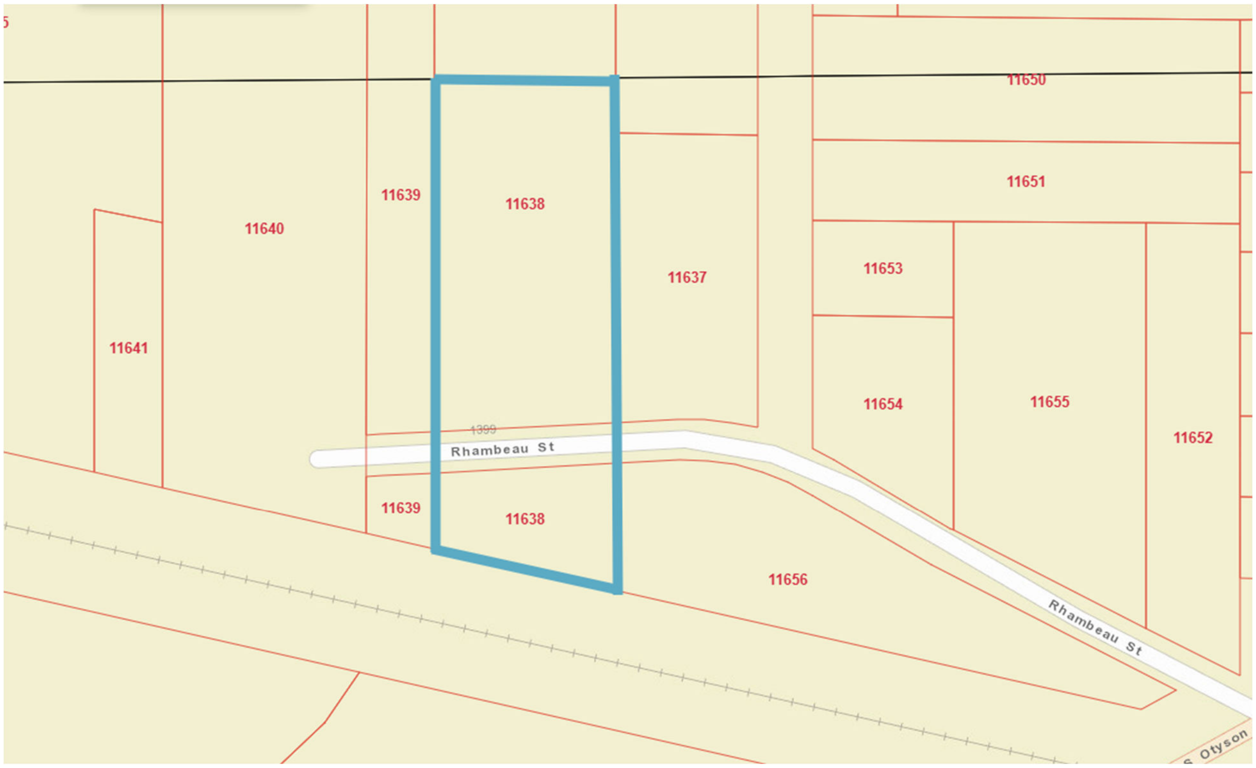
DATE: 6-4-26 SIGNATURE: Erik Torres

ALL BIDS MUST BE SIGNED BY HAND

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM
110 N COLLEGE AVE STE 1202
TYLER TX 75702

OR

E-MAIL TO: Stacy Fleming at sfleming@pbfcm.com


11650
11651
11639
11638
11640
11637
11653
11641
11654
11655
11652
Rhambeau St
11639
11638
11656
Rhambeau St
S Otyson


11635
11639
11638
11640
11637
11653
11641
11654
11639
11638
11656
12491

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF TITUS §

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURTIY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, hereinafter called GRANTORS, each acting by and through its duly elected official ('GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of **TWO THOUSAND DOLLARS AND 00/00 ($2,000.00),** and other good and valuable consideration, in hand paid by **TORRES INVESTMENTS LLC**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in **CAUSE NO. 42,842 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. QUINNIE CLEMONS ET AL;** said property being described as follows:

TRACT 1: MT PLEASANT CITY BLOCKS BLK 237A LOT 20 1.2 AC, MORE OR LESS, AS DESCRIBED IN WARRANTY DEED, VOLUME 141, PAGE 1 RECORDED OCTOBER 11, 1943, AND SHERIFF'S DEED DOC#290-20240507 FILED FEBRUARY 20, 2024, IN THE DEED RECORDS OF TITUS COUNTY, TEXAS. PID 11638

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **TORRES INVESTMENTS LLC** , Grantee, their heirs and assigns forever, so that neither THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, Grantors, have caused the presents to be executed on this day ___________________________.

CITY OF MOUNT PLEASANT

BY: ____
Mayor

THE STATE OF TEXAS
COUNTY OF TITUS

BEFORE ME, the undersigned authority, on this day personally appeared _________________, Mayor of the City of MOUNT PLEASANT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day __________________.

____
NOTARY PUBLIC

GRANTEE'S MAILING ADDRESS:

TORRES INVESTMENTS LLC
ERIK TORRES
206 VAN BUREN AVE STE F
MT PLEASANT TX 75455

Return to:

PERDUE, BRANDON LAW FIRM
110 N COLLEGE AVE STE 1202
Tyler TX 75702

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Candias Webster, City Secretary
Department: Administration

Subject: **Discuss and consider Resolution 2026-22 for the Resale of block 237A, Lot 21A .47 AC, Rhambeau Street, in the City of Mount Pleasant to Torres Investments LLC/Erik Torres pursuant to Texas Tax Code.**

Item Summary:

Torres Investments LLC/Erik Torreshas offered $1,000.00 for this property. The tax appraisal at the time of the Judgment was $3,010.00 and the Judgment amount was $3,999.63

Attachments:

BID PACKET CITY MT PLEASANT.PID 11639

PERDUE BRANDON
FIELDER COLLINS & MOTT LLP
ATTORNEYS AT LAW

110 North College, Suite 1202
Tyler, TX 75702
p: 903-597-7664
f: 903-597-6298
w: www.pbfcm.com

August 21, 2026

CANDIAS WEBSTER, TRMC, CMC
ASSISTANT CITY MANAGER/ CITY SECRETARY
CITY OF MT. PLEASANT

VIA EMAIL: **cwebster@mpcity.org**

RE: CAUSE NO. 42,843 – ESSIE J & J M MILLER
PROPERTY ID: 11639 (MT PLEASANT CITY BLOCKS BLK 237A LOT 21A .47 AC)
TITUS CAD SITUS: RHAMBEAU ST, MT PLEASANT TX

Dear Candias,

We have received a bid for the purchase of the above referenced property previously struck off at a delinquent tax auction on February 6, 2024, to the City of Mt. Pleasant as Trustee for the taxing entities of Titus County. The bid is for less than the amount of the Judgment, and less than the assessed value. Section 34.05 of the Texas Property Tax Code requires consent from all taxing entities when the bid is less than the Judgment, and less than the assessed value. Therefore, before the sale can become final, if the Sale is approved by the Council, the consent of the other taxing entities of the County is required.

TORRES INVESTMENTS LLC, by ERIK TORRES has offered $1,000.00 for this property. The tax appraisal at the time of the Judgment was $3,010.00 and the Judgment amount was $3,999.63.

Enclosed please find the Resolution, the bid offer, a map of the property and the Special Resale Deed.

Please let us know if you have any questions or need additional information.

Sincerely,

Stacy Fleming

Stacy Fleming
Legal Assistant
sfleming@pbfcm.com
(903) 597-7664 ext. 3204

RESOLUTION NO:________________

WHEREAS, the **CITY OF MT. PLEASANT,** as Trustee for the benefit of all taxing entities of Titus County, Texas has become an owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. 42,843 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. ESSIE J & J M MILLER (PID 11639)**; and

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls.

NOW therefore be it resolved by the CITY COUNCIL of the CITY OF MT. PLEASANT, TEXAS

That the Mayor be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the herein described real property to **TORRES INVESTMENTS LLC** for and in consideration of the cash sum of **ONE THOUSAND DOLLARS AND NO/100 ($1,000.00)** said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the _______________ day of ___________________, 2026.

Attest:

____
Mayor

____
Secretary

Those Voting *Aye* Were:	Those Voting *Nay* Were:
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________
____________________	____________________

"EXHIBIT A"

Cause Number	CAUSE NO. 42,843 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. ESSIE J & J M MILLER

Struck off to City on 2/6/2024

Judgment Amount	$3,999.63
Present Bid	$1,000.00
Bidder	TORRES INVESTMENTS LLC/ERIK TORRES

PROPERTY DESCRIPTION

PID 11639 - MT PLEASANT CITY BLOCKS BLK 237A LOT 21A .47 AC; RHAMBEAU ST, CITY OF MT. PLEASANT, TITUS COUNTY TEXAS.

PERDUE BRANDON
FIELDER COLLINS & MOTT LLP
ATTORNEYS AT LAW

110 North College, Suite 1202
Tyler, TX 75702
p: 903-597-7664
f: 903-597-6298
w: www.pbfcm.com

RESALE PROPERTY BID

I hereby submit my bid for the purchase of: MT PLEASANT CITY BLOCKS BLK 237A LOT 21A .47 AC

Property Account #: 11639 Address: RHAMBEAU

Bid Amount: $ 1,000

PRINT NAME: Erik Torres

ADDRESS: 206 S. Van Buren Ave

CITY: Mt. Pleasant STATE: TX ZIP: 75455

TELEPHONE: 903-261-5307

E-MAIL: Erik.torres09@yahoo.com

PURPOSE FOR PURCHASING PROPERTY:

Buy and hold

Print name(s) to appear on deed if different than above:

Torres Investments LLC

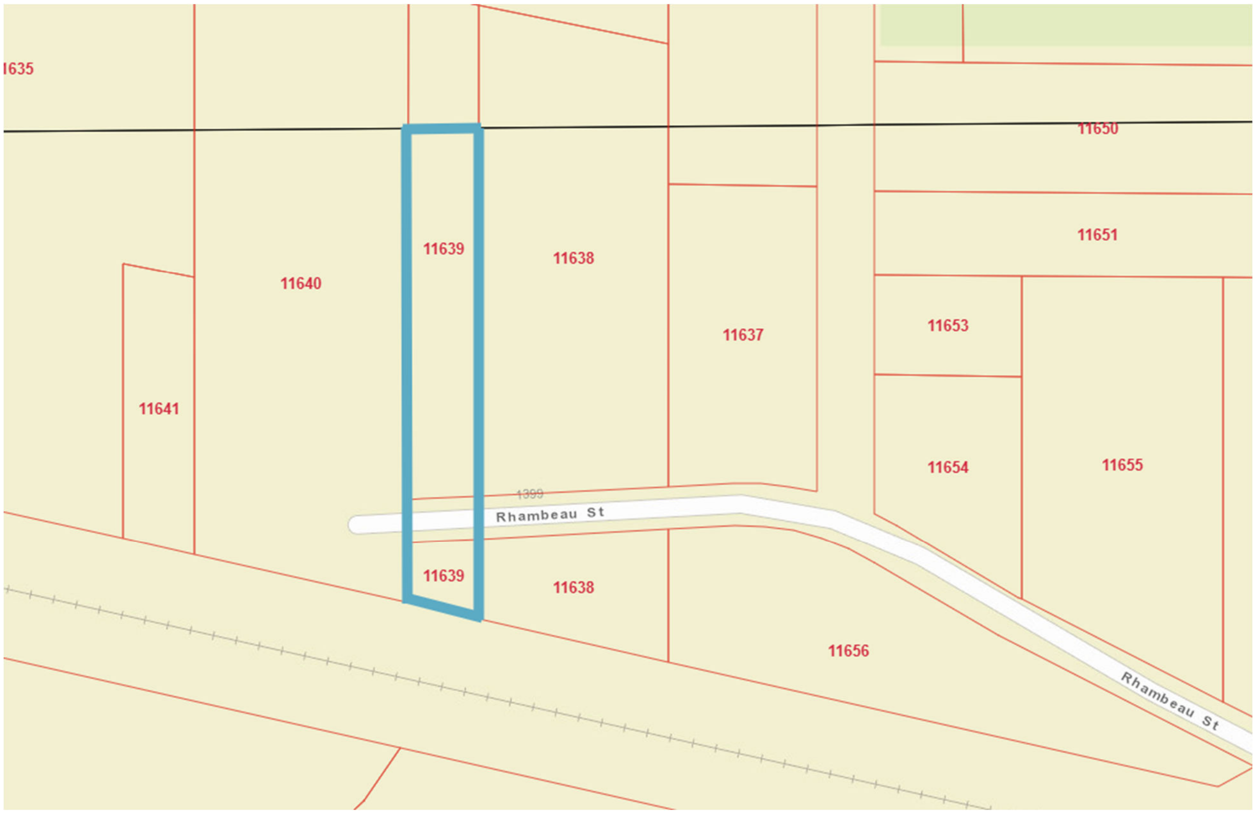
DATE: 6/12/26 SIGNATURE: Erik Torres

ALL BIDS MUST BE SIGNED BY HAND

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM
110 N COLLEGE AVE STE 1202
TYLER TX 75702

OR

E-MAIL TO: Stacy Fleming at sfleming@pbfcm.com


11635
11650
11639
11638
11651
11640
11637
11653
11641
11654
11655
1399
Rhambeau St
11639
11638
11656
Rhambeau St


11635
11639
11638
11640
11637
11653
11641
11654
11639
11638
11656
12491

SPECIAL RESALE DEED

STATE OF TEXAS §
COUNTY OF TITUS §

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURTIY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, hereinafter called GRANTORS, each acting by and through its duly elected official ('GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of **ONE THOUSAND DOLLARS AND 00/00 ($1,000.00),** and other good and valuable consideration, in hand paid by **TORRES INVESTMENTS LLC**, Grantee, the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by the presents do convey and quitclaim unto said GRANTEE all right, title and interest of the GRANTORS, acquired by tax foreclosure sale heretofore held in **CAUSE NO. 42,843 TITUS COUNTY APPRAISAL DISTRICT, ET AL VS. ESSIE J & J M MILLER;** said property being described as follows:

TRACT 1: MT PLEASANT CITY BLOCKS BLK 237A LOT 21A .47 AC, MORE OR LESS, AS DESCRIBED IN PLAT THEREOF, AND SHERIFF'S DEED DOC#290-20240507 FILED FEBRUARY 20, 2024, IN THE DEED RECORDS OF TITUS COUNTY, TEXAS. PID 11639

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **TORRES INVESTMENTS LLC** , Grantee, their heirs and assigns forever, so that neither THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, nor any person claiming under them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof, but not otherwise.

Grantee accepts the property in "AS IS" condition and subject to any environmental conditions that might have or still exist on said property.

Taxes for the current year are assumed by Grantee.

IN TESTIMONY WHEREOF, THE CITY OF MOUNT PLEASANT, TRUSTEE, for itself MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT, TITUS COUNTY, TITUS COUNTY HOSPITAL DISTRICT and NORTHEAST TEXAS COMMUNITY COLLEGE, Grantors, have caused the presents to be executed on this day ____________________________.

CITY OF MOUNT PLEASANT

BY: ____
Mayor

THE STATE OF TEXAS
COUNTY OF TITUS

BEFORE ME, the undersigned authority, on this day personally appeared __________________, Mayor of the City of MOUNT PLEASANT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day ___________________.

____
NOTARY PUBLIC

GRANTEE'S MAILING ADDRESS:

TORRES INVESTMENTS LLC
ERIK TORRES
206 VAN BUREN AVE STE F
MT PLEASANT TX 75455

Return to:

PERDUE, BRANDON LAW FIRM
110 N COLLEGE AVE STE 1202
Tyler TX 75702

AGENDA ITEM REPORT

Meeting: City Council - Sep 01 2026
Staff Contact: Rob Vine, City Manager
Department: Administration

Subject: **City Manager's Report**