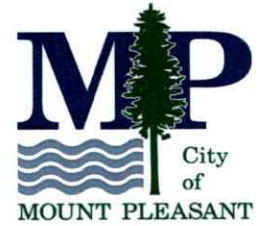




NOTICE AND AGENDA OF REGULAR CALLED MEETING  
MOUNT PLEASANT CITY COUNCIL

Tuesday, November 5, 2024 at 6:00 P.M.  
501 North Madison, Mount Pleasant, Texas



PURSUANT TO CHAPTER 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCIL MEMBERS MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC AT THE ADDRESS POSTED ABOVE AS THE LOCATION OF THE MEETING.

Under the Americans with Disabilities Act, an individual with a disability must have equal opportunity for effective communication and participation in public meetings. Upon request, agencies must provide auxiliary aids and services, such as interpreters for the deaf and hearing impaired, readers, large print or Braille documents. In determining the type of auxiliary aid or services, agencies must give primary consideration to the individual's request. Those requesting auxiliary aids or services should notify the contact person listed on the meeting several days before the meeting by mail, telephone, or RELAY Texas. TTY: 7-1-1.

The public may participate by joining YouTube: <https://www.youtube.com/@thecityofmountpleasanttexas1157/streams>

**CALL TO ORDER**

**REGULAR AGENDA**

1. Consider Approval of October 15, 2024 Minutes.
2. Public Comments:  
*The City Council welcomes citizen participation and comments at all Council meetings. Citizen comments are limited to two minutes out of respect for everyone's time. The Council is not permitted to respond to your comments. The Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 72 hours in advance of the Council meetings. If your comments relate to a topic that is on the agenda, the Council will discuss the topic on the agenda at the time that the topic is discussed and deliberated.*
3. Consider Resolution 2024-16 Approving the Tax Roll and Tax Levy.
4. Consider pay request #6 to Schneider Electric for work on the Meter Replacement Project.
5. Consider Resolution 2024-17 Adopting the Prohibited Technology Policy for the City of Mount Pleasant.
6. Consider a request from Scott Hart on behalf of Christus Health for approval of a preliminary plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271. PP-2024-05
7. Consider a request from Scott Hart on behalf of Christus Health for approval of a PD Site Plan for the Christus Health project in the Anderson Town Crossing Development on Lot 1, Phase 1. SP-2024-09
8. Consider a request from Scott Hart on behalf of Christus Health for approval of a final plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271. FP-2024-05
9. Staff presentation and council discussion on whether to proceed with proposed city ordinance authorizing the issuance of licenses to private individuals authorizing the construction of boat houses, docks, piers, and certain other improvements on Lake Tankersley.
10. Consider Awarding Street Materials Bid #6-2024
11. City Manager's Report

**EXECUTIVE SESSION**

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

Discussion of possible settlement of Cause No. 43346, Luis and Alma Lozano's Appeal of Special Commissioner's Award, pending in the 76th District Court of Titus County; (Consultation with Attorney §551.071 and Real Estate §551.072)

Discussion of possible resolution of lease negotiations relating to City's lease of 418 North Madison, Mount Pleasant, Texas (Consultation with Attorney §551.071 and Real Estate §551.072)

'Personnel Matters' and 'Consultation with Attorney'; discuss, the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (Tex Gov't Code 551.074 and 551.071)  
Discussion of possible Council Appointees

Discussion of possible settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant (Consultation with Attorney §551.071)


**RECONVENE INTO THE REGULAR SESSION**

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

12. Consider and possible action on settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant.
13. Consider and possible action accepting terms of agreement with G&M LLC relating to City's lease at 418 North Madison, Mount Pleasant, Texas.

**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 5:00pm on the 1st of November 2024 and remained so posted for at least 72 hours preceding the scheduled of said meeting.

  
Candias Webster, City Secretary



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Candias Webster, City Secretary

**Department:** Administration

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**Subject:** Consider Approval of October 15, 2024 Minutes.

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**Item Summary:**

This is a Typed copy of the minutes from the October 15, 2024 Meeting.

**Financial Impact:**

N/A

**Recommendation(s):**

Approve the October 15, 2024 minutes

**Attachments:**

[2024.10.15 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 October 15, 2024, at 6:00PM. at the Council Chambers located at 501 North Madison with the following members present:

Tracy Craig	-	Mayor
Carl Hinton	-	Mayor Pro-Tem
Sherri Spruill	-	Council Member
Kelly Redfearn	-	Council Member
Jonathan Hageman	-	Council Member
Greg Nyhoff	-	City Manager
Candias Webster	-	Assistant City Manager/City Secretary
Lea Ream	-	City Attorney

**CONSIDER APPROVAL OF OCTOBER 1, 2024 REGULAR SESSION MINUTES.**

Motion was made by Council Member Spruill, Second by Council Member Redfearn to Approve October 1, 2024 Regular Minutes Upon a vote, motion carried unanimously.

**MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT**

No action was taken by Council.

**PRESENTATION OF DONATION TO GUADALUPE HERRERA FROM TRAYLOR & ASSOCIATES.**

Wesley Traylor was present to present a \$500 Donation to Guadalupe Herrera for the Fire Department she won at TML.

**PRESENTATION ON MEDICAL LIAISON SERVICES AVAILABLE FROM SHELETHA BRATTON, APRN, FNP-C.**

Sheletha Bratton presented with no action being taken by the Council.

**CONSIDER PAY REQUEST #17 FROM HERITAGE CONSTRUCTION LLC FOR WORK PERFORMED AT THE SOUTHSIDE WASTEWATER TREATMENT PLANT.**

Motion was made by Council Member Hageman, Second by Council Member Hinton to Approve pay request #17 in the amount of \$1,158,805.77 to Heritage Construction LLC for work at the Southside Wastewater Treatment Plant. Upon a vote, motion carried unanimously.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A PRELIMINARY PLAT FOR ANDERSON TOWN CROSSING ADDITION, PHASE ONE, LOT 1, A 12.875-ACRE TRACT OF LAND LOCATED NORTH OF TANKERSLEY ROAD, EAST OF COUNTY ROAD 2010 AND WEST OF U.S. HWY 271. PP2024-05**

At the request of Christus Health, this item was removed from the agenda.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A PD SITE PLAN FOR THE CHRISTUS HEALTH PROJECT IN THE ANDERSON TOWN CROSSING DEVELOPMENT ON LOT 1, PHASE 1. SP-2024-09**

At the request of Christus Health, this item was removed from the agenda.

**CONSIDER A REQUEST FROM SCOTT HART ON BEHALF OF CHRISTUS HEALTH FOR APPROVAL OF A FINAL PLAT FOR ANDERSON TOWN CROSSING ADDITION, PHASE ONE, LOT 1, A 12.875-ACRE TRACT OF LAND LOCATED NORTH OF TANKERSLEY ROAD, EAST OF COUNTY ROAD 2010 AND WEST OF U.S. HWY 271. FP-2024-05**

At the request of Christus Health, this item was removed from the agenda.

**RESPONSE FROM DATAMAX ABOUT NOTICE FROM THE CITY OF BREACH, DEFAULT, AND OPPORTUNITY TO CURE, AND POSSIBLE DISCUSSION AND ACTION ON THE CURRENT CONTRACT BETWEEN DATAMAX AND THE CITY OF MOUNT PLEASANT.**

Justin Huffaker was present to respond to the notice from the City on Breach, Default and the opportunity to cure. Council listened and responded to Justin, but no action was taken.

**MONTHLY DEPARTMENT REPORT**

**EXECUTIVE SESSION**

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

Discussion of possible settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant (Consultation with Attorney §551.071);

Discussion of status of recruitment for City Manager; (Consultation with Attorney §551.071 and Personnel Matters §551.074);

Consider Board Appointments and Structure of Boards and Commissions (Consultation with Attorney §551.071 and Personnel Matters §551.074)

**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**

**CONSIDER AND POSSIBLE ACTION ON SETTLEMENT OF CLAIMS AGAINST KSA ENGINEERS, INC. CONCERNING TWO RAW WATER TRANSFER PUMPS AND MOTORS USED AT THE BOB SANDLIN WATER TREATMENT PLANT.**

The Mayor tabled until the next meeting when wording can be worked out.

**CONSIDER APPOINTMENT TO THE MAIN STREET BOARD.**

Motion was made by Council Member Redfern, Second by Council Member Hinton to appoint Lauren Ferguson to the Main Street Board. Upon a vote, motion carried unanimously.

**CONSIDER APPOINTMENT TO THE PLANNING AND ZONING COMMISSION.**

Motion was made by Council Member Hageman, Second by Council Member Spruill to appoint Wade Clark to the Planning and Zoning Commission. Upon a vote, motion carried unanimously.

**ADJOURN: 7:46 PM**

\_\_\_\_\_  
TRACY CRAIG, SR, MAYOR

ATTEST:

\_\_\_\_\_  
CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Department:**

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**Subject:**

**Public Comments:**

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

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# AGENDA ITEM REPORT

Meeting: City Council - Nov 05 2024

Department:

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**Subject: Consider Resolution 2024-16 Approving the Tax Roll and Tax Levy.**

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**Item Summary:**

This resolution shows the taxable value, the adopted tax rate applied and the calculated tax levy.

**Financial Impact:**

N/A

**Recommendation(s):**

Approve Resolution 2024-16

**Attachments:**

[Resolution 2024-16 Tax Roll Approval and Tax Levy](#)



Dear Taxing Jurisdictions;

Enclosed please find the "Tax Roll Approval and Tax Levy Resolution" to be approved.

By using this resolution each unit is in compliance with Section 26.09 (e) of the Property Tax Code. This resolution shows the taxable value, the adopted tax rate applied and the calculated tax levy. I have enclosed a copy of the recap sheet for the Tax Roll Value and Levy.

I would appreciate it if you would put this item on your agenda for your next meeting and send me a copy of this resolution when approved.

If you have any questions, or need any additional information, please let me know.

Thank you.

Shirley Dickerson RPA, RTA, CTA, CCA



**CITY OF MOUNT PLEASANT**  
**TAX ROLL APPROVAL AND TAX LEVY RESOLUTION 2024-16**

**WHEREAS**, a tax rate of **\$.262433** for maintenance and operations and a tax of **\$.002441** for cemeteries in the City and a tax rate of **\$.075540** for interest and sinking fund were adopted for the tax year 2024 by the City of Mount Pleasant City Council on September 24, 2024 and

**WHEREAS**, all other things required by law to be done have been done properly by the appropriate officials, and the tax assessor has prepared the certified appraisal roll with the amount of tax entered as set out in Section 26.09 (e) of the Property Tax Code, now therefore

**IT IS HEREBY RESOLVED**, by affirmative vote of the City of Mount Pleasant City Council, that the 2024 appraisal roll with the tax amounts entered is hereby approved as the tax roll for 2024 and the taxes for said year are hereby levied in the amounts shown on said tax roll.

2024 Tax Roll Taxable Value	\$	1,688,862,285
Late Ag Penalty	\$	906.16
2024 Levy	\$	5,750,029.20

A recap of said roll is to be attached.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Tracy Criag, Sr., Mayor  
City of Mount Pleasant, City Council

ATTEST:

\_\_\_\_\_  
Candias Webster, City Secretary  
City of Mount Pleasant, City Council

# 2024 LEVY TOTALS

103 - City of Mt Pleasant  
Grand Totals

Property Count: 8,684

10/17/2024

8:27:44AM

Land		Value		
Homesite:		71,955,823		
Non Homesite:		332,308,565		
Ag Market:		25,962,687		
Timber Market:		8,285,652	<b>Total Land</b>	(+) 438,512,727
Improvement		Value		
Homesite:		614,724,246		
Non Homesite:		811,837,653	<b>Total Improvements</b>	(+) 1,426,561,899
Non Real		Count	Value	
Personal Property:	1,206		462,436,033	
Mineral Property:	0		0	
Autos:	0		0	
			<b>Total Non Real</b>	(+) 462,436,033
			<b>Market Value</b>	= 2,327,510,659
Ag		Non Exempt	Exempt	
Total Productivity Market:	33,900,539		347,800	
Ag Use:	314,979		13,382	<b>Productivity Loss</b> (-) 33,479,287
Timber Use:	106,273		0	<b>Appraised Value</b> = 2,294,031,372
Productivity Loss:	33,479,287		334,418	
			<b>Homestead Cap</b>	(-) 110,172,073
			<b>23.231 Cap</b>	(-) 10,002,200
			<b>Assessed Value</b>	= 2,173,857,099
			<b>Total Exemptions Amount</b>	(-) 484,994,814
			<b>(Breakdown on Next Page)</b>	
			<b>Net Taxable</b>	= 1,688,862,285

Levy Info			
M&O Rate:	0.2648740	M&O Tax:	4,473,356.45
I&S Rate:	0.0755400	I&S Tax:	1,275,766.59
Protected I&S Rate:	0.0000000	Protected I&S Tax:	0.00
		Ag Penalty:	906.16
		PP Late Penalty:	0.00
		Late Correction	0.00
		Penalty:	
		<b>Total Levy</b>	5,750,029.20
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

## 2024 LEVY TOTALS

### Exemption Breakdown

Exemption	Count	Local	State	Total
AB	6	10,463,259	0	10,463,259
DV1	3	0	15,000	15,000
DV2	2	0	15,000	15,000
DV3	7	0	60,000	60,000
DV4	60	0	533,750	533,750
DV4S	4	0	48,000	48,000
DVHS	33	0	6,394,341	6,394,341
DVHSS	3	0	493,590	493,590
EX	6	0	171,653	171,653
EX-XF	3	0	738,533	738,533
EX-XG	4	0	3,357,793	3,357,793
EX-XJ	3	0	150,064	150,064
EX-XL	1	0	235,837	235,837
EX-XR	8	0	805,928	805,928
EX-XU	12	0	1,198,052	1,198,052
EX-XV	448	0	320,637,944	320,637,944
EX-XV (Prorated)	7	0	111,922	111,922
EX366	203	0	224,221	224,221
FR	1	0	0	0
HS	2,870	124,601,264	0	124,601,264
LIH	2	0	14,375	14,375
OV65	1,132	3,233,155	0	3,233,155
PC	1	10,584,050	0	10,584,050
PPV	10	907,083	0	907,083
<b>Totals</b>		<b>149,788,811</b>	<b>335,206,003</b>	<b>484,994,814</b>

# 2024 LEVY TOTALS

103 - City of Mt Pleasant  
Grand Totals

Property Count: 8,684

10/17/2024 8:27:55AM

## State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	4,488	1,988.4068	\$9,318,896	\$878,720,946	\$633,668,695
B	MULTIFAMILY RESIDENCE	91	48.8514	\$261,454	\$54,887,132	\$54,448,219
C1	VACANT LOTS AND LAND TRACTS	873	592.8507	\$0	\$30,586,297	\$29,095,914
D1	QUALIFIED OPEN-SPACE LAND	281	3,736.8508	\$0	\$33,900,539	\$418,015
D2	IMPROVEMENTS ON QUALIFIED OP	31		\$0	\$479,338	\$476,420
E	RURAL LAND, NON QUALIFIED OPE	171	980.9354	\$1,171,677	\$24,845,077	\$20,550,598
F1	COMMERCIAL REAL PROPERTY	863	1,050.6928	\$6,045,750	\$358,454,958	\$354,837,927
F2	INDUSTRIAL AND MANUFACTURIN	75	760.8985	\$35,582,034	\$148,037,844	\$138,983,302
J2	GAS DISTRIBUTION SYSTEM	7	0.8254	\$0	\$3,130,615	\$3,130,615
J3	ELECTRIC COMPANY (INCLUDING C	11	20.8952	\$0	\$21,080,673	\$21,080,673
J4	TELEPHONE COMPANY (INCLUDI	15	2.8098	\$0	\$2,985,619	\$2,985,619
J5	RAILROAD	8	7.9300	\$0	\$6,786,139	\$6,786,139
J6	PIPELAND COMPANY	18	2.8170	\$0	\$872,754	\$872,754
L1	COMMERCIAL PERSONAL PROPE	721		\$0	\$106,692,840	\$106,692,840
L2	INDUSTRIAL AND MANUFACTURIN	205		\$0	\$306,892,627	\$294,822,617
M1	TANGIBLE OTHER PERSONAL, MOB	217		\$210,176	\$3,799,750	\$3,559,170
O	RESIDENTIAL INVENTORY	7	9.2306	\$0	\$361,071	\$361,071
S	SPECIAL INVENTORY TAX	20		\$0	\$16,091,697	\$16,091,697
X	TOTALLY EXEMPT PROPERTY	706	2,697.6010	\$2,095,694	\$328,904,743	\$0
<b>Totals</b>			11,901.5954	\$54,685,681	\$2,327,510,659	\$1,688,862,285

## 2024 LEVY TOTALS

103 - City of Mt Pleasant  
Grand Totals

Property Count: 8,684

10/17/2024 8:27:55AM

### CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE-FAMILY RESIDENCES	4,452	1,941.5278	\$9,302,699	\$875,796,231	\$631,596,104
A2	MOBILE HOMES ATTACHED TO LAN	22	38.0572	\$5,681	\$1,630,296	\$1,047,981
A3	MISCELLANEOUS IMPROVEMENTS	105	8.8218	\$10,516	\$1,294,419	\$1,024,610
B1	APARTMENTS	38	29.3523	\$260,820	\$42,369,451	\$42,224,535
B2	DUPLEXS, TRIPLEX, OR FOURPLEX, ↑	53	19.4991	\$634	\$12,517,681	\$12,223,684
C	VACANT LOTS AND LAND TRACTS	1	0.2009	\$0	\$7,875	\$7,875
C1	VACANT RESIDENTIAL LOTS	791	375.9326	\$0	\$16,774,171	\$15,422,695
C4	POTENTIAL COMMERCIAL OR INDU	81	216.7172	\$0	\$13,804,251	\$13,665,344
D1	QUALIFIED OPEN-SPACE/AGRICULTL	284	3,739.9125	\$0	\$33,917,865	\$435,341
D2	IMPROVEMENTS ON QUALIFIED LAN	31		\$0	\$479,338	\$476,420
E1	RESIDENTIAL LOCATED ON QUALIFI	62	128.9874	\$1,171,677	\$14,980,647	\$11,802,159
E2	MOBILE HOMES LOCATED ON QUALI	6	6.7665	\$0	\$92,906	\$93,407
E3	IMPROVEMENTS ON NON QUALIFI	20	16.9276	\$0	\$602,152	\$550,063
E4	RURAL LAND NOT QUALIFIED	101	825.1922	\$0	\$9,152,046	\$8,087,643
F1	COMMERCIAL REAL PROPERTY	863	1,050.6928	\$6,045,750	\$358,454,958	\$354,837,927
F2	INDUSTRIAL REAL PROPERTY	75	760.8985	\$35,582,034	\$148,037,844	\$138,983,302
J2	UTILITIES GAS DISTRIBUTION	7	0.8254	\$0	\$3,130,615	\$3,130,615
J3	UTILITIES ELECTRIC COMPANY	11	20.8952	\$0	\$21,080,673	\$21,080,673
J4	UTILITIES TELEPHONE COMPANIES	15	2.8098	\$0	\$2,985,619	\$2,985,619
J5	UTILITIES RAILROAD	8	7.9300	\$0	\$6,786,139	\$6,786,139
J6	UTILITIES PIPELINE	18	2.8170	\$0	\$872,754	\$872,754
L1	COMMERCIAL PERSONAL PROPER	721		\$0	\$106,692,840	\$106,692,840
L2	INDUSTRIAL PERSONAL PROPERTY	204		\$0	\$296,308,577	\$294,822,617
L5	Conversion	1		\$0	\$10,584,050	\$0
M1	MOBILE HOMES NOT ATTACHED TO	217		\$210,176	\$3,799,750	\$3,559,170
O1	REAL PROPERTY RESIDENTIAL INV	7	9.2306	\$0	\$361,071	\$361,071
S	SPECIAL INVENTORY TAX	20		\$0	\$16,091,697	\$16,091,697
X	EXEMPT	706	2,697.6010	\$2,095,694	\$328,904,743	\$0
<b>Totals</b>			11,901.5954	\$54,685,681	\$2,327,510,659	\$1,688,862,285

# 2024 LEVY TOTALS

103 - City of Mt Pleasant  
Effective Rate Assumption

Property Count: 8,684

10/17/2024

8:27:55AM

## New Value

TOTAL NEW VALUE MARKET:	\$54,685,681
TOTAL NEW VALUE TAXABLE:	\$51,407,625

## New Exemptions

Exemption	Description	Count		
EX	Exempt	1	2023 Market Value	\$0
EX-XL	11.231 Organizations Providing Economic Deve	1	2023 Market Value	\$235,837
EX-XV	Other Exemptions (including public property, r	10	2023 Market Value	\$435,861
EX366	HB366 Exempt	33	2023 Market Value	\$103,179
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$774,877</b>

Exemption	Description	Count	Exemption Amount
DV4	Disabled Veterans 70% - 100%	3	\$36,000
DVHS	Disabled Veteran Homestead	2	\$233,653
HS	Homestead	35	\$1,330,546
OV65	Over 65	64	\$177,598
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			<b>104</b>
<b>NEW EXEMPTIONS VALUE LOSS</b>			<b>\$2,552,674</b>

## Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
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INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$2,552,674

## New Ag / Timber Exemptions

### New Annexations

Count	Market Value	Taxable Value
2	\$275,000	\$189,269

### New Deannexations

### Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,850	\$221,364	\$82,213	\$139,151
Category A Only			

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,821	\$219,824	\$81,864	\$137,960

**2024 LEVY TOTALS**

103 - City of Mt Pleasant

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
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# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Anthony Rasor, Utilities Director

**Department:** Utilities

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**Subject: Consider pay request #6 to Schneider Electric for work on the Meter Replacement Project.**

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**Item Summary:**

Pay Request #6 is in the amount of \$477,816.52. Between September 21,2024 to October 23,2024 Schneider Electric changed out 811 ¾- inch meters, 106 – 1-inch meters, 108 – 2-inch meters. Total meters replaced to date is 4854. Service lines are being evaluated to meet the Lead & Copper Rule.

Craig Mesenbrink will be giving a presentation to inform our customers of the Smart Water Meter Project and Lead & Copper Survey Update.

**Financial Impact:**

Original Construction \$2,856,630.00  
Billing to date \$1,854,234.27  
Remaining Contract Cost \$1,002,395.73  
The total amount of this pay request is 477,816.52

**Recommendation(s):**

Recommended approval to pay #6 in the amount of \$477,816.52

**Attachments:**

[Mt Pleasant PayApp6 Oct24 PC23P0040 Signed](#)  
[Invoice 6 Map](#)  
[Invoice 6 Meter Summary](#)





## CONTRACTOR PAY REQUEST

**PROJECT:** City of Mount Pleasant Water Meters / PC23P0040

**CONTRACTOR:** Schneider Electric Buildings Americas, Inc.  
P.O. Box 841868  
Dallas, Texas 75284-1868

**CONTACT:** Keith Kaiser  
832-603-0859  
[keith.kaiser@se.com](mailto:keith.kaiser@se.com)

**INVOICE NO.:** 6  
**PAYMENT PERIOD:** September 21, 2024 to October 23, 2024  
**PAYMENT SUBMITTED:** November 5, 2024

<b>SCHEDULE:</b>	Effective Start Date (NTP):	02/09/24
	Substantial Completion	
	Days Allowed:	450
	Deadline:	05/04/25
	Days Remaining:	180
	% Scheduled used:	60%
	Final Completion	
	Days Allowed:	480
	Deadline:	06/03/25
	Days Remaining:	210
	% Scheduled used:	56%

PREVIOUS PAYMENTS		
Invoice	Date	Amount
1	7-Mar-24	\$ 320,969.85
2	7-Jun-24	\$ 129,450.49
3	6-Aug-24	\$ 215,103.70
4	3-Sep-24	\$ 381,100.07
5	1-Oct-24	\$ 329,793.65
6	6	
7	7	
8	8	
9	9	
10	10	
11	11	
12	12	
13	13	
14	14	
15	15	
	<b>Total</b>	<b>\$ 1,376,417.76</b>

<b>PAYMENT SUMMARY:</b>	Original Contract Amount:	Schedule	\$ 2,856,630.00
	Change Order No. 1 (date):	No Change	\$ -
	Current Contract Amount:		\$ 2,856,630.00
	Total Value of Work to Date:		\$ 1,951,825.55
	Less Retainage: 5%		\$ 97,591.28
	Liquidated Damages: 0 Days @\$0 / Day		\$ -
	Less Previous Payments:		\$ 1,376,417.76
	<b>Balance Due this Invoice:</b>		<b>\$ 477,816.52</b>
	Percentage of Contract Paid to Date:		64.9%

**REQUEST FOR PAYMENT:**

Contractor:

*Keith Kaiser*

10/24/2024

Date

Recommended for Payment by  
City of Mt. Pleasant

Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Greg Nyhoff  
 City of Mt Pleasant  
 501 N Madison Ave  
 Mount Pleasant, TX 75455

FROM: Schneider Electric Buildings Americas, Inc.  
 P.O. Box 841868  
 Dallas, Texas 75284-1868

PROJECT NAME/LOCATION(CITY,STATE)  
 City of Mt Pleasant/Mount Pleasant, TX

Wire Transfer  
 Schneider Electric Buildings Americas, Inc.  
 Account# 4426658569  
 (Wire) Routing# 026009593  
 (ACH) Routing# 111000012  
 SWIFT# BOFAUS3N

APPLICATION NO: 6

PERIOD TO: October 23, 2024

APPLICATION DATE: November 5, 2024

CUSTOMER PO #: NA

CONTRACT DATE: 1/16/2024

CONTRACTOR'S APPLICATION FOR PAYMENT  
 CHANGE ORDER SUMMARY

CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	DEDUCTIONS
TOTAL	0.00	0.00
APPROVED THIS MONTH		
TOTALS:	0.00	0.00
NET CHANGE BY CHANGE ORDERS	0.00	

1. ORIGINAL CONTRACT SUM.....	\$2,856,630.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE.....	\$2,856,630.00
4. TOTAL COMPLETED AND STORED TO DATE.....	\$1,951,825.55
5. RETAINAGE:	
A. 5% OF COMPLETED WORK.....	\$97,591.28
B. 5% OF STORED MATERIAL.....	\$0.00
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J).....	\$97,591.28
6. TOTAL EARNED LESS RETAINAGE.....	\$1,854,234.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$1,376,417.76
8. CURRENT PAYMENT DUE.....	\$477,816.52
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$1,002,395.73

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schneider Electric Buildings Americas, Inc.

BY: [Signature] DATE: 10/24/24

STATE OF: Texas COUNTY OF: Brewster

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF October, 2024

NOTARY PUBLIC

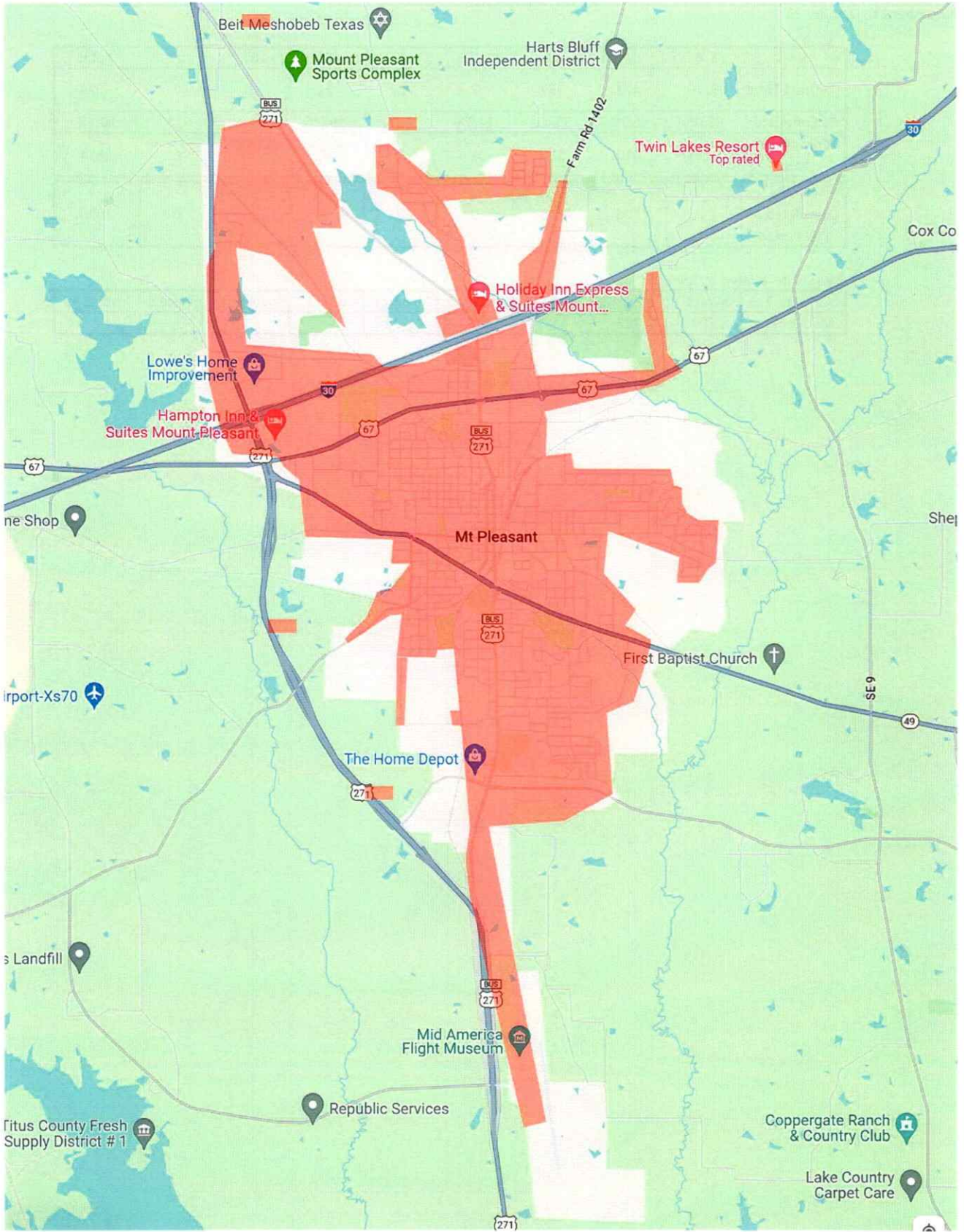
MY COMMISSION EXPIRES: 01-31-2027



Schneider Electric Buildings Americas, Inc.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREV. APPLICATION (D+E)	SCHEDULED VALUE						
1	IGA Fee	58,000.00	58,000.00	0.00	0.00	0.00	58,000.00	100.00	0.00	2,900.00
2	Mobilization Fee	279,863.00	279,863.00	0.00	0.00	0.00	279,863.00	100.00	0.00	13,993.15
3	3/4x5/8" Meter Installation	1,174,500.00	780,300.00	182,475.00	0.00	0.00	962,775.00	81.97	211,725.00	48,138.75
4	4279 of 5,220		68,400.00	23,850.00	0.00	0.00	92,250.00	86.68	14,175.00	4,612.50
5	1" Meter Installation	106,425.00								
6	410 of 473		70,176.00	148,608.00	0.00	0.00	218,784.00	55.40	176,128.00	10,939.20
7	2" Meter Installation	394,912.00								
8	159 of 287		5,648.00	0.00	0.00	0.00	5,648.00	35.08	10,452.00	282.40
9	3" Meter Installation	16,100.00								
10	1 of 7		5,642.00	0.00	0.00	0.00	5,642.00	9.36	54,622.00	282.10
11	4" Meter Installation	60,264.00								
12	1 of 18		16,926.00	0.00	0.00	0.00	16,926.00	14.29	101,556.00	846.30
13	6" Meter Installation	118,482.00								
14	4 of 21		15,749.00	0.00	0.00	0.00	15,749.00	0.00	15,749.00	0.00
15	8" Meter Installation	15,749.00								
16	0 of 1		31,878.00	0.00	0.00	0.00	31,878.00	0.00	31,878.00	0.00
17	10" Meter Installation									
18	0 of 2		137,248.00	23,333.75	0.00	0.00	110,499.55	80.51	26,748.45	5,524.98
19	Meter Antenna Activation		87,165.80							
20	4854 of 6029		17,064.00	92,904.00	0.00	0.00	109,968.00	40.94	158,632.00	5,498.40
21	Meter Box Material	268,600.00								
22	696 of 1700		4,320.00	23,520.00	0.00	0.00	27,840.00	40.94	40,160.00	1,392.00
23	Meter Box Installation	68,000.00								
24	696 of 1700		126,609.00	8,274.00	0.00	0.00	63,630.00	50.26	62,979.00	3,181.50
25	LCRR Survey									
26	3030 of 6029									
27										
28										
29										
30										
SUBTOTAL		2,856,630.00	1,448,860.80	502,964.75	0.00	1,951,825.55	68.33	904,804.45	97,591.28	
TOTAL		2,856,630.00	1,448,860.80	502,964.75	0.00	1,951,825.55	68.33	904,804.45	97,591.28	

Mount Pleasant Meter Installation Map  
10/23/2024



Invoice 6  
September 21 - October 23

Sizes	3/4"	1"	2"	3"	4"	6"	8"	10"	Total
<b>Contract Total</b>	5220	473	287	7	18	21	1	2	6029
<b>% Complete</b>	82.0%	86.7%	55.4%	14.3%	5.6%	19.0%	0.0%	0.0%	80.5%
<b>Completed Total</b>	4279	410	159	1	1	4	0	0	4854
<b>Meters Completed In Pay Period</b>	811	106	108	0	0	0	0	0	1025

**Meters Installed by Invoice**

Invoice 1	Invoice 2	Invoice 3	Invoice 4	Invoice 5	Invoice 6	Invoice 7	Invoice 8	Invoice 9	Invoice 10
Mobilization	507	782	1347	1193	1025				



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Department:** Administration

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**Subject: Consider Resolution 2024-17 Adopting the Prohibited Technology Policy for the City of Mount Pleasant.**

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**Item Summary:**

On June 14, 2023, the Legislature of the State of Texas enacted SB 1893 prohibiting the use of TikTok and certain social media applications covered under Chapter 620 on devices owned or leased by governmental entities and requiring the removal of covered applications from those devices. Governor Greg Abbott requires all state agencies to ban the video-sharing application TikTok from all government-owned and issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans.

This policy applies to all City of Mt. Pleasant full and part-time employees, elected officials, contractors, paid or unpaid interns, and other users of the City's networks. The Governor requires all governmental agencies to adopt a Prohibited Technology policy not later than November 20, 2024.

**Financial Impact:**

N/A

**Recommendation(s):**

Staff recommends Council approve Resolution 2024-17 adopting the Prohibited Technology Policy.

**Attachments:**

[Resolution 2024-17 Prohibited Tech Policy](#)

**RESOLUTION 2024-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, APPROVING AND AUTHORIZING THE ADOPTION OF A POLICY: (1) PROHIBITING THE INSTALLATION OF TIKTOK OR ANY OTHER APPLICATION ON ANY DEVICE OWNED OR LEASED BY THE CITY, AND (2) REQUIRING THE REMOVAL OF TIKTOK AND ANY OTHER COVERED APPLICATIONS FROM THOSE DEVICES.**

**WHEREAS**, on June 14, 2023, the Legislature of the State of Texas enacted SB 1893 prohibiting the use of TikTok and certain social media applications covered under Chapter 620 on devices owned or leased by governmental entities and requiring the removal of covered applications from those devices; and

**WHEREAS**, Governor Greg Abbott requires all governmental agencies to ban the video-sharing application TikTok from all government-owned and issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans.

**WHEREAS**, Governor Abbott requires all governmental agencies to adopt a Prohibited Technology policy not later than November 20, 2024;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, AS FOLLOWS:**

**SECTION 1.** That the findings and provisions set out in the preamble to this resolution are hereby in all things approved and adopted.

**SECTION 2.** This policy applies to all City of Mt. Pleasant full- and part-time employees, elected officials, contractors, paid or unpaid interns, and other users of the City's networks. All City employees are responsible for complying with terms and conditions of this policy.

**SECTION 3.** Except where approved exceptions apply, the use or installation (download) of covered applications is prohibited on all City-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

**SECTION 4.** The City of Mount Pleasant will provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

**SECTION 5.** That this resolution shall be effective immediately from and after its date of passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, TEXAS, ON THIS 15TH DAY OF OCTOBER 2024.**

**APPROVED:**

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**TRACY CRAIG, MAYOR**

**ATTEST:**

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**CANDIAS WEBSTER, CITY SECRETARY**



## **Prohibited Technology Policy Acknowledgement**

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

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

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

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

ACKNOWLEDGED:


\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Department



	<b>City Policies &amp; Administrative Directives</b>	
	Policy Number	Page Number 1 of 4
	Origination Date: Revision Date:	
Subject		Date: _____
<b>Prohibited Technology Policy</b>		City Manager Signature _____

## 1.0 INTRODUCTION

### 1.1 PURPOSE

On June 14, 2023, the Legislature of the State of Texas enacted SB 1893 prohibiting the use of TikTok and certain social media applications covered under Chapter 620 on devices owned or leased by governmental entities and requiring the removal of covered applications from those devices.

In addition to TikTok, the City of Mt. Pleasant may add other software and hardware products with security concerns to this policy and will be required to remove prohibited technologies which are on the Texas Department of Information Resources (DIR) prohibited technology list.

### 1.2 DEFINITIONS

Throughout this policy, "Prohibited Technologies" shall refer to TikTok and any additional **covered application**, hardware or software products added to this policy.

A **covered application** is:


- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

### 1.3 SCOPE

This policy applies to all City of Mt. Pleasant full- and part-time employees, temporary and seasonal employees, elected officials, contractors, paid or unpaid interns, and other users of the City's networks. All City employees are responsible for complying with terms and conditions of this policy.

## 2.0 POLICY

Except where approved exceptions apply, the use or installation (download) of covered applications is prohibited on all City-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

	<b>City Policies &amp; Administrative Directives</b>		
	Policy Number	Page Number 2 of 4	Origination Date: Revision Date:
	Subject  <b>Prohibited Technology Policy</b>		_____ Date: _____ City Manager Signature

### 3.0 PROCEDURES

#### 3.1 City-Owned or Leased Devices

The City of Mt. Pleasant will identify, track, and manage all City-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a City-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a City-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

The City will manage all City-owned or leased mobile devices by implementing the security measures listed below:

- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.


#### 3.2 On-Going and Emerging Technology Threats

To provide protection against ongoing and emerging technological threats to the government’s sensitive information and critical infrastructure, Department of Public Safety (DPS) and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then the City will remove and prohibit the covered application.

The City may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

	<b>City Policies &amp; Administrative Directives</b>		
	Policy Number	Page Number 3 of 4	Origination Date: Revision Date:
	Subject  <b>Prohibited Technology Policy</b>		Date: _____ City Manager Signature

### 3.3 Personally Owned Device Policy

Employees, elected officials, contractors, paid or unpaid interns, and other users will be prohibited from the use or installation (download) of covered applications by way of using or accessing the City’s network/internet.

### 3.4 Covered Application Exceptions

The City may permit exceptions authorizing the installation and use of a covered application on City-owned or -leased devices consistent with the authority provided by Government Code Chapter 620. Government Code Section 620.004 only allows the City to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If the City authorizes an exception allowing for the installation and use of a covered application, the City must use measures to mitigate the risks posed to the state during the application’s use including:

- Use of covered applications will only be used for work related needs during work time.
- Covered applications will not be used to post any videos, images, or other information obtained during, or because of, one’s employment and/or position with the City.
- During use of covered applications, revealing one’s location, or approximate location, through GPS, Bluetooth, or other methods is prohibited.


The City must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

- If a covered application is installed on a device, that device will not be used to access any government site which requires password-based authentication to gain access in order to conduct City business.

### 4.0 POLICY COMPLIANCE

All City employees, elected officials, and contractors shall sign a document **annually** confirming their understanding of the agency’s covered applications and prohibited technology policies.

The City will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

	<b>City Policies &amp; Administrative Directives</b>		
	Policy Number	Page Number 4 of 4	Origination Date: Revision Date:
	Subject  <b>Prohibited Technology Policy</b>		_____ Date: _____ City Manager Signature

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

**5.0 POLICY REVIEW**

This policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR’s website, or to suit the needs of the City of Mt. Pleasant.

**REFERENCES/CITATIONS**

[Senate Bill 1893](#)

[GRC@dir.texas.gov](mailto:GRC@dir.texas.gov).



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Lynn Barrett, Director of Development Services

**Department:** Planning

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**Subject:** Consider a request from Scott Hart on behalf of Christus Health for approval of a preliminary plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271. PP-2024-05

---

**Item Summary:**

Preliminary Plat for Christus Health

**Financial Impact:**

N/A

**Recommendation(s):**

Staff recommends approval.

**Attachments:**

[Preliminary plat](#)

**CITY OF MOUNT PLEASANT**  
CITY COUNCIL MEMORANDUM  
PLANNING AND DEVELOPMENT DEPARTMENT

---

**TO:** Mayor and Council  
**CC:** Greg Nyhoff, *Interim City Manager*  
Candias Webster, *Assistant City Manager/City Secretary*  
**FROM:** Lynn Barrett, *Director of Development Services*  
**DATE:** November 5, 2024  
**SUBJECT:** PP-2024-05: Anderson Towne Crossing Addition, Phase One, Lot 1  
(Christus)

---

This case is one of three for this meeting concerning development of the emergency hospital/clinic project at Anderson Town Crossing, an application by Scott Hart on behalf of Christus Health for the approval of a preliminary plat for the Anderson Towne Crossing Addition, Phase One, Lot 1. The subject property is a 12.875-acre tract of land situated in the Anderson Town Crossing Addition, f Lot One, Anderson Towne Crossing Addition, Phase One, situated north of Tankersley Road, east of County Road 1020 and west of W. Ferguson Road/US 271.

The developers/owners have also applied for PD Site Plan approval (SP-2024-09) and Final Plat approval (FP-2024-05) following the preliminary plat consideration at both P & Z and City Council meetings. Staff and the Development Review Committee have reviewed the project's submittals and revisions and have given approval of the civil construction plans upon which all three applications are based. Because of the short timing window, both plats and site plan were judged to suitably advance together through the approval process.

This property is directly to the east of the Anderson Town Center portion, which was given preliminary plat approval in August.

As a reminder, the purpose of a preliminary plat is to provide sufficient information to evaluate and review the general design of the development regarding adequate facilities for water, sewer, drainage, streets, and other improvements and easements necessary to the site prior to development. The applicant intends to connect to an existing six (6)-inch water main located along Tankersley Road. An additional connection is planned to the 6" water main along Rotan Road to the north to loop the water system and to assure adequate water supply.

Provision for sanitary sewer will be made via a pump and haul facilities until city sewer lines are extended to the site. The sewer line project is expected to be complete by first quarter of 2026. A proposed 80-foot-wide major undivided collector street, Anderson Parkway, will be constructed by the ATC developer as part of their project along the hospital's western boundary providing additional ingress/egress to the emergency hospital.

TXDOT had concerns in its review of the ATC development as well as the final location of the two Christus drives. Approval of all three cases will be conditioned on Christus access approval to come formally. No building permit can be issued without TXDOT access permission. The applicant can proceed with site work at their own risk.

Staff recommends approval of this preliminary plat as submitted with the following condition:

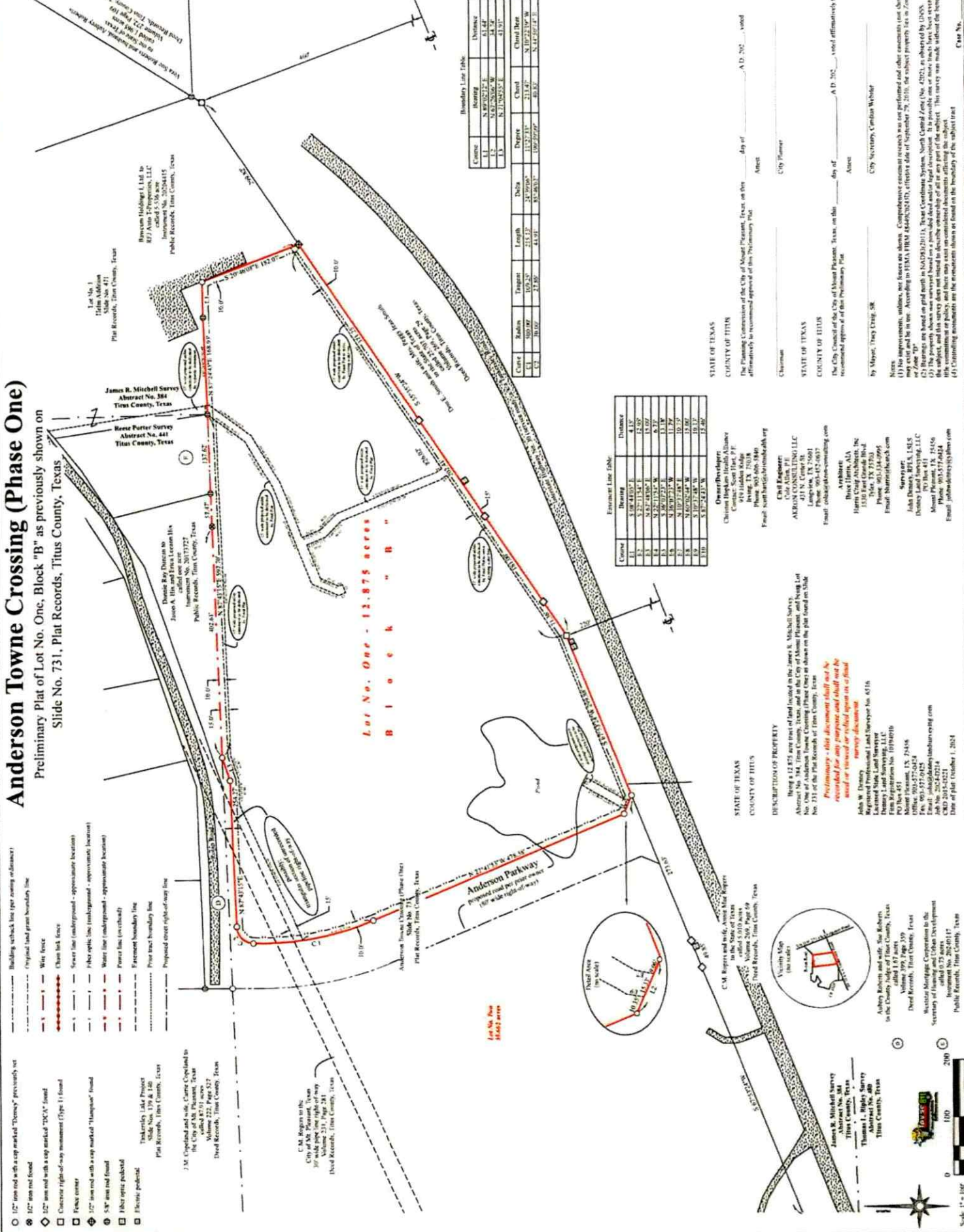
1. TXDOT approval of driveway access to the Christus site.

The plat meets the requirements of Section 154 of the Subdivision Regulations of the City of Mount Pleasant. Staff does recommend approval of the final plat.

On October 8, 2024, the Planning and Zoning Commission unanimously recommended approval.

# Anderson Towne Crossing (Phase One)

Preliminary Plat of Lot No. Onc, Block "B" as previously shown on Slide No. 731, Plat Records, Titus County, Texas



- 1/2" iron rod with a cap marked "Thence" previously set
- ⊗ 1/2" iron rod found
- ◇ 1/2" iron rod with a cap marked "D.C.C.V." found
- Concrete right-of-way monument (Type 1) found
- Fence corner
- ⊕ 1/2" iron rod with a cap marked "Thompson" found
- ⊕ 1/2" iron rod found
- ⊕ 1/2" optic pedestal
- ⊕ Electric pedestal
- Thence, L&M Project
- Plat Records, Titus County, Texas

J.M. Copeland and wife, Coe, Copeland to the City of Mt. Pleasant, Texas  
 Volume 222, Page 527  
 Plat Records, Titus County, Texas

C.M. Rogers to the City of Mt. Pleasant, Texas  
 Volume 231, Page 283  
 Plat Records, Titus County, Texas

Anderson Towne Crossing (Phase One)  
 Plat Records, Titus County, Texas

Anderson Parkway  
 Proposed road per plat owner  
 (for wide right-of-way)



Asbury Roberts and wife, See Roberts, to the City of Mt. Pleasant, Texas  
 Volume 199, Page 359  
 Plat Records, Titus County, Texas

Deed Records, Titus County, Texas

Wachter Mortgage Corporation to the Secretary of Housing and Urban Development  
 Volume 187, Page 117  
 Plat Records, Titus County, Texas

James R. Mitchell Survey  
 Abstract No. 384  
 Titus County, Texas

Thomas J. Ripley Survey  
 Abstract No. 488  
 Titus County, Texas



Scale: 1" = 100'

Boundary Line Table

Course	Bearing	Distance	Course	Bearing	Distance
L1	S 89° 27' 12" E	11.47'	C1	N 10° 22' 19" W	10.00'
L2	S 82° 12' 52" E	11.47'	C2	N 10° 22' 19" W	10.00'
L3	S 82° 12' 52" E	11.47'			

Evermore Line Table

Course	Bearing	Distance
L1	S 10° 40' 52" E	4.13'
L2	S 82° 12' 52" E	15.00'
L3	S 82° 12' 52" E	15.00'
L4	S 28° 12' 52" W	6.37'
L5	S 28° 12' 52" E	13.18'
L6	N 10° 22' 19" W	10.00'
L7	N 10° 22' 19" W	10.00'
L8	N 66° 05' 24" W	18.80'
L9	S 10° 22' 19" W	10.00'
L10	S 10° 22' 19" W	15.20'

**Owner/Developer:**  
 Christen Hopkins Health Alliance  
 Christen Hopkins Health Alliance  
 Irving, TX 75038  
 Phone: 903-606-5840  
 Email: christenhopkinshealth.org

**Civil Engineer:**  
 Dale Allen, P.E.  
 A&M Engineering, LLC  
 411 N. Central St.  
 Longview, TX 75601  
 Phone: 903-452-6037  
 Email: cda@am-engineering.com

**Architect:**  
 David Harris, AIA  
 Harris Architects, Inc.  
 1530 East Grand Blvd.  
 The Woodlands, TX 77380  
 Phone: 903-344-9996  
 Email: davidharris@harrisarch.com

**Surveyor:**  
 John Deane, R.L.S., L.S.C.  
 Deane Surveying, LLC  
 PO Box 451  
 Mount Pleasant, TX 75456  
 Phone: 903-577-6444  
 Email: jdeane@deanesurveying.com

**DESCRIPTION OF PROPERTY:**  
 Being a 13.875 acre tract of land located in the James R. Mitchell Survey, Abstract No. 384, Titus County, Texas, and in the City of Mount Pleasant, and being Lot No. One of Anderson Towne Crossing (Phase One) as shown on the plat found on Slide No. 731 of the Plat Records of Titus County, Texas.

*Restrictions - this document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.*

**John W. Deane, Surveyor**  
 Registered Professional Land Surveyor No. 6516  
 Deane Surveying, LLC  
 1530 East Grand Blvd.  
 The Woodlands, TX 77380  
 Phone: 903-344-9996  
 Email: davidharris@harrisarch.com

**John Deane, R.L.S., L.S.C.**  
 Deane Surveying, LLC  
 PO Box 451  
 Mount Pleasant, TX 75456  
 Phone: 903-577-6444  
 Email: jdeane@deanesurveying.com

Day of Plat: October 1, 2024

STATE OF TEXAS  
 COUNTY OF TITUS

The Planning Commission of the City of Mount Pleasant, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024, voted affirmatively to recommend approval of this Preliminary Plat.

City Planner: \_\_\_\_\_  
 City Secretary: Carlean Webster

By Mayor, Tracy Craig, SR.  
 City Secretary, Carlean Webster

Notary Public for the State of Texas  
 My Commission Expires \_\_\_\_\_ A.D. 2024

Notary Public for the State of Texas  
 My Commission Expires \_\_\_\_\_ A.D. 2024

Notary Public for the State of Texas  
 My Commission Expires \_\_\_\_\_ A.D. 2024

Notes:  
 (1) No improvements, utilities, wet areas or other Comprehensive Zoning Ordinance (CZO) restrictions are shown on this plat.  
 (2) The property shown was surveyed based on a previous plat of the subject, this survey was made without the benefit of a title examination or policy, and there may exist unrecorded encumbrances affecting the subject.  
 (3) Controlling instruments are the instruments shown on the plat of the boundary of the subject tract.



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Lynn Barrett, Director of Development Services

**Department:** Planning

---

**Subject:** Consider a request from Scott Hart on behalf of Christus Health for approval of a PD Site Plan for the Christus Health project in the Anderson Town Crossing Development on Lot 1, Phase 1. SP-2024-09

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**Item Summary:**

Site plan for Christus Health

**Financial Impact:**

N/A

**Recommendation(s):**

Staff recommends approval.

**Attachments:**

[Site Plan0004](#)



**CITY OF MOUNT PLEASANT**  
CITY COUNCIL MEMORANDUM  
PLANNING AND DEVELOPMENT DEPARTMENT

---

**TO:** Mayor and Council  
**CC:** Greg Nyhoff, *Interim City Manager*  
Candias Webster, *Assistant City Manager/City Secretary*  
**FROM:** Lynn Barrett, *Director of Development Services*  
**DATE:** November 5, 2024  
**SUBJECT:** SP-2024-09: PD Site Plan for Christus Health project at Anderson Town Crossing Addition

---

This case is the second of three for this meeting concerning development of the Christus emergency hospital/clinic development project at Anderson Town Crossing,

The entire Anderson Town Addition received a mixed use Planned Development designation PD-2 zoning in 2023 with specific requirements for development standards, areas of development, allowed land uses, architectural, lighting, parking, signage, landscaping and streets. It was amended in March of 2024 after Christus Health had asked for inclusion as a use-by-right for their outpatient hospital and clinic.

A Preliminary Plat for the first developer portion of the ATC development including multi-family and retail was approved in August of this year, with Christus Health's submittal for their property closely following.

The site is located on a 12.875-acre property designated as Lot 1, Phase 1 of Anderson Town Crossing Addition, to the east of the Anderson Parkway collector that separates the ATC MF portion and the hospital project.

As the submittal for the preliminary plat and civil construction plans and the site plan came in together, staff has reviewed the entire site including even building plan submittals concurrently.

This has enabled a comprehensive review of all of the elements required for that site plan to be checked against the 58-page Council approved PD-2 development regulations document.

TXDOT had concerns in its review of the ATC development as well as the final location of the two Christus drives. Approval of all three cases will be conditioned on Christus access approval to come formally. No building permit can be issued without TXDOT access permission. The applicant can proceed with site work at their own risk.

Staff recommends approval of this site plan as submitted with the following condition:

1. TXDOT approval of driveway access to the Christus site.

TXDOT is still reviewing the driveway access along the access road, but any requirements will not change the site of the project itself, and approval by TXDOT is required prior to permitting and final plat recordation.

Staff recommends approval of the Christus site plan and elevations.

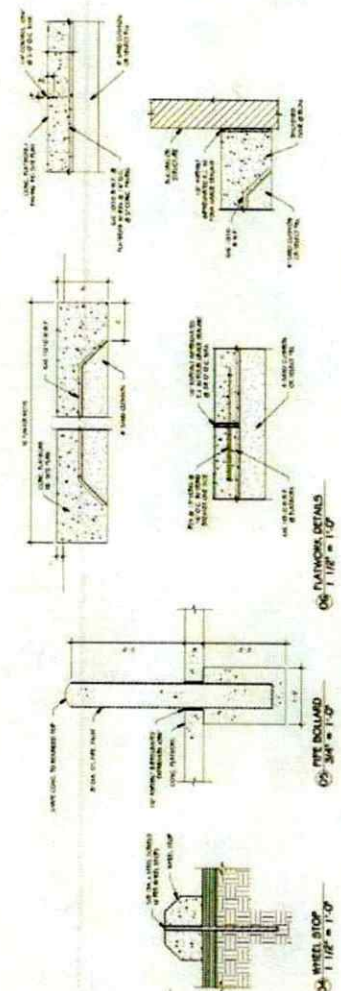
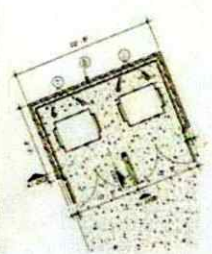
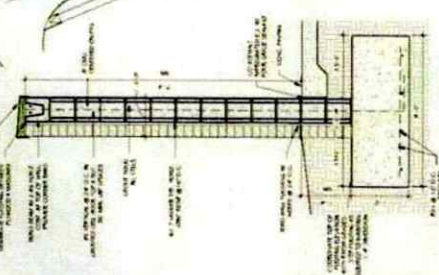
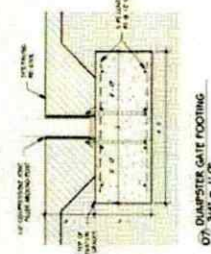
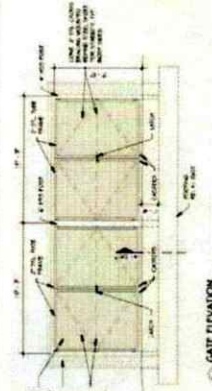
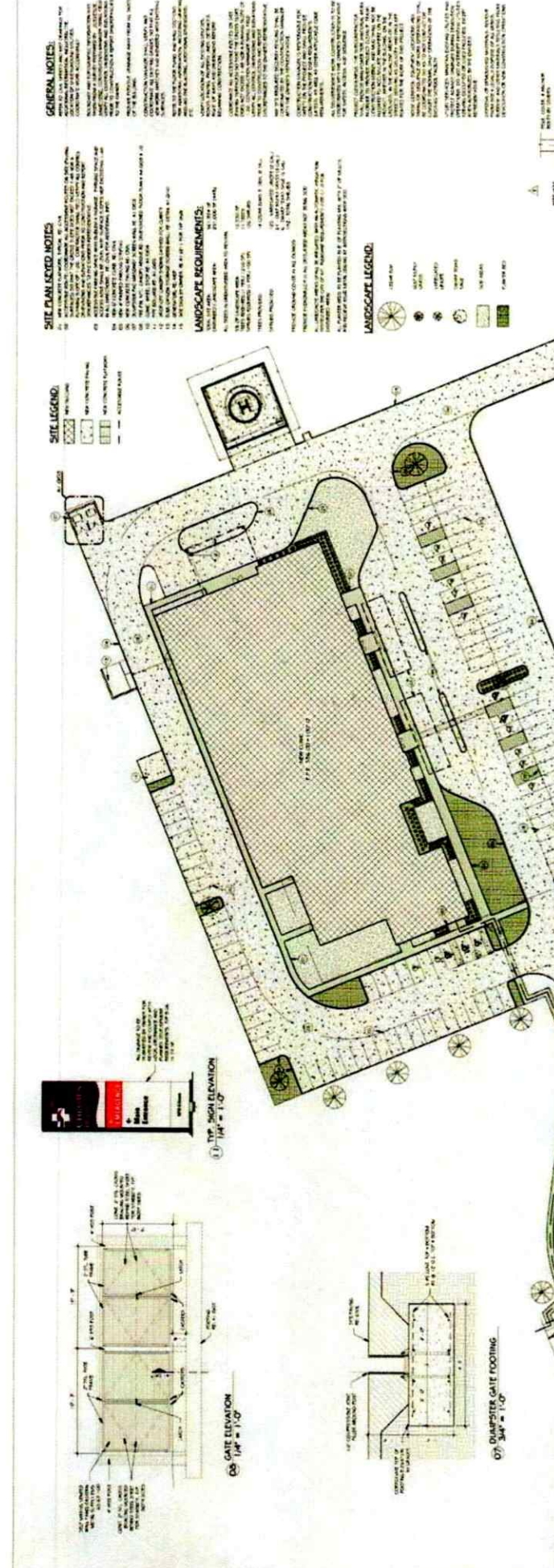
On October 8, 2024, the Planning and Zoning Commission unanimously recommended approval.

**GENERAL NOTES:**  
 01. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION CODES AND SPECIFICATIONS.  
 02. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 03. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
 04. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
 05. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 06. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.  
 07. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS THROUGHOUT THE PROJECT.  
 08. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 09. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.  
 10. ALL MATERIALS SHALL BE STORED PROPERLY ON-SITE.  
 11. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE.  
 12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SCHEDULE.  
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.  
 14. ALL MATERIALS SHALL BE TESTED AND APPROVED BY AN ACCREDITED LABORATORY.  
 15. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MATERIALS AND WORKMANSHIP.  
 16. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE LOCAL HEALTH DEPARTMENT.  
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 19. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MATERIALS AND WORKMANSHIP.  
 20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

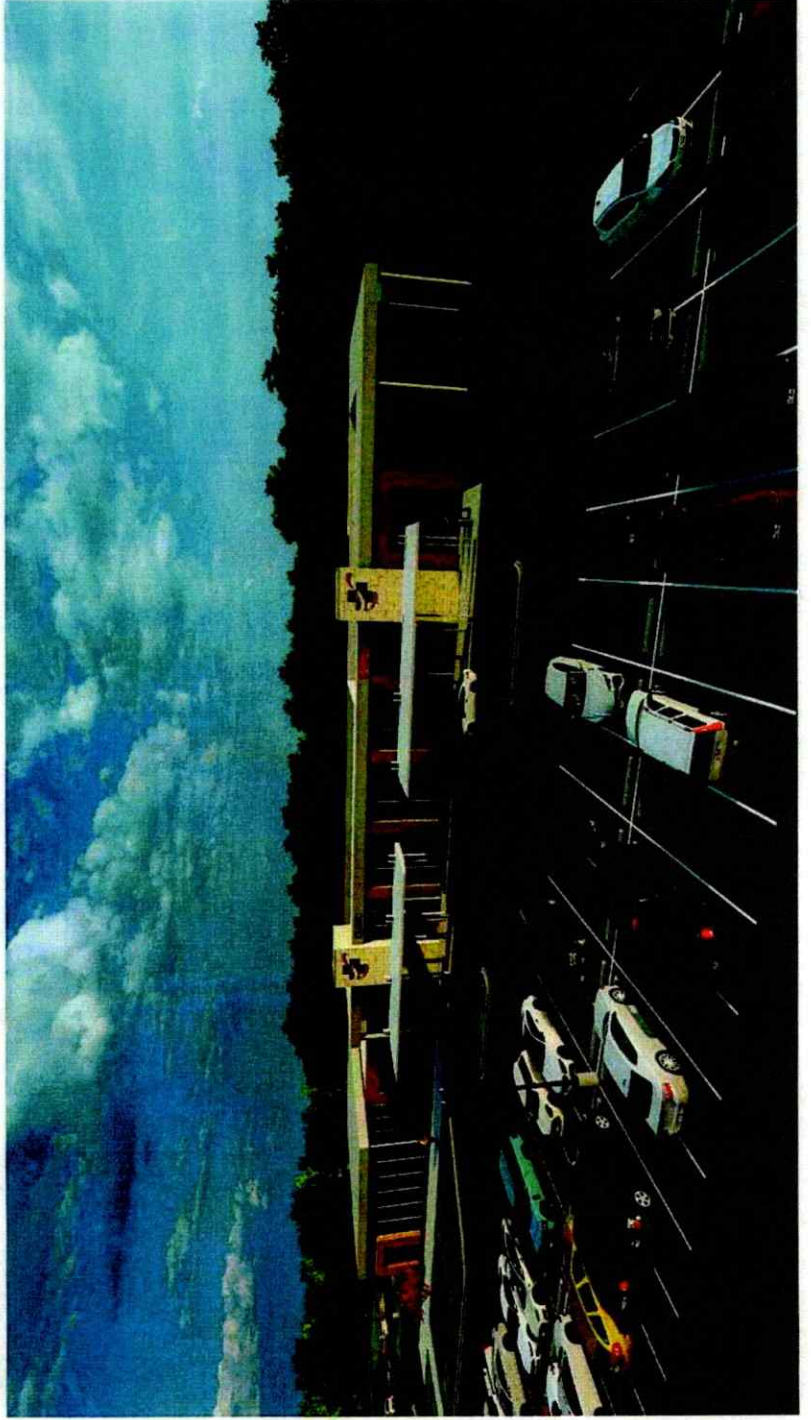
**SITE PLAN NOTES:**  
 01. THE SITE PLAN SHALL BE CONSIDERED AS THE PRIMARY REFERENCE FOR ALL CONSTRUCTION.  
 02. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.  
 03. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
 04. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
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 19. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL MATERIALS AND WORKMANSHIP.  
 20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

**LANDSCAPE REQUIREMENTS:**  
 01. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS CONSTRUCTION CODES AND SPECIFICATIONS.  
 02. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
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 20. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

**LANDSCAPE LEGEND:**  
 01. TREE 12"  
 02. TREE 18"  
 03. TREE 24"  
 04. TREE 36"  
 05. TREE 48"  
 06. TREE 60"  
 07. TREE 72"  
 08. TREE 84"  
 09. TREE 96"  
 10. TREE 108"  
 11. TREE 120"  
 12. TREE 132"  
 13. TREE 144"  
 14. TREE 156"  
 15. TREE 168"  
 16. TREE 180"  
 17. TREE 192"  
 18. TREE 204"  
 19. TREE 216"  
 20. TREE 228"



REVISION SCHEDULE  
 HARRIS-CRAIG ARCHITECTS, INC.  
 CHRISTIUS MT. PLEASANT  
 CHRISTIUS HEALTH  
 MT. PLEASANT, TEXAS  
 SHEET NO. A1.0

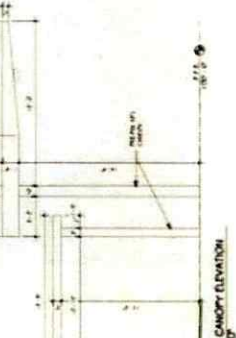
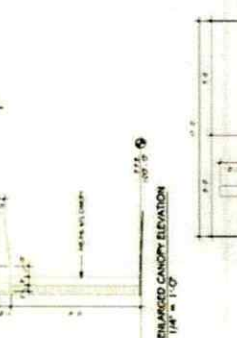
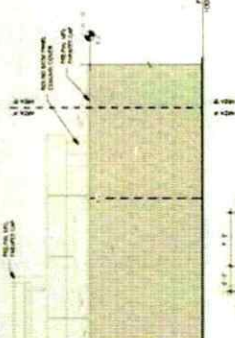
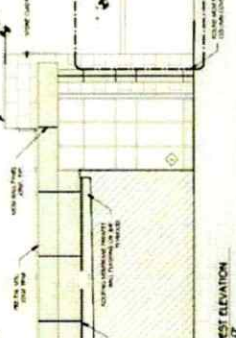
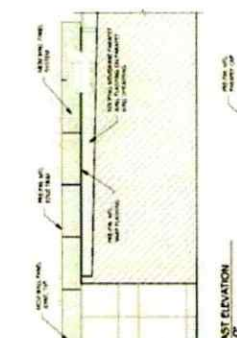
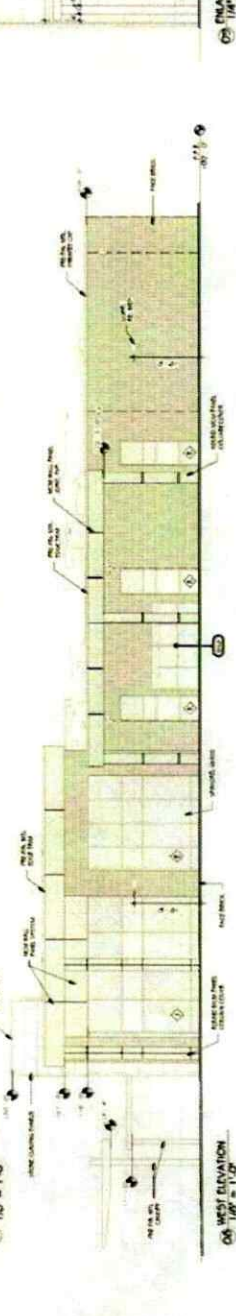
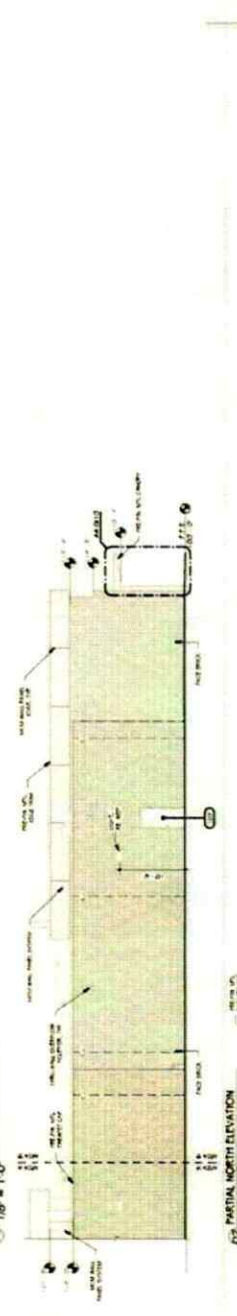
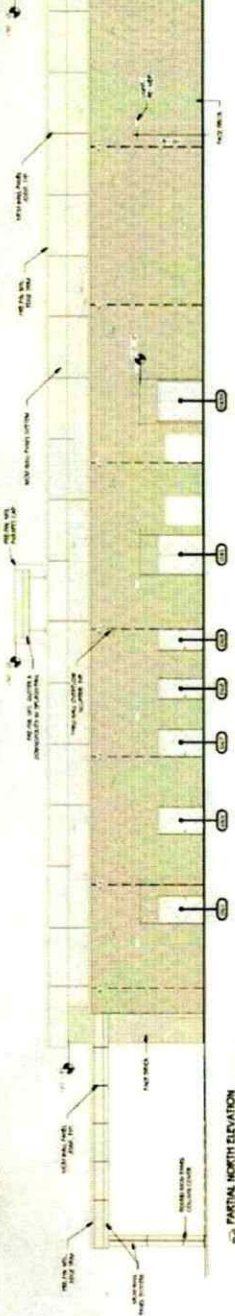
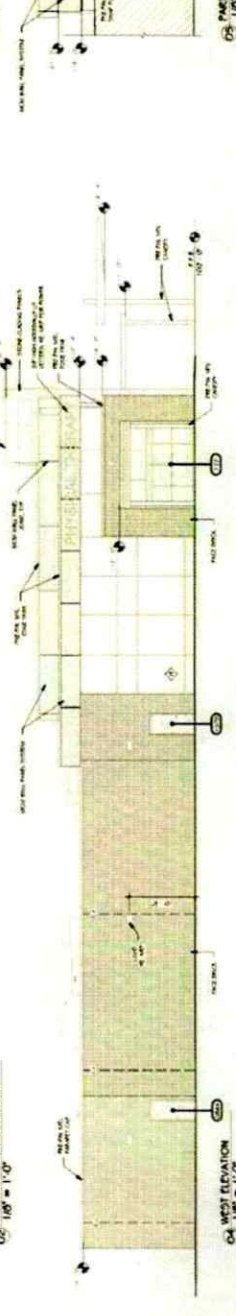
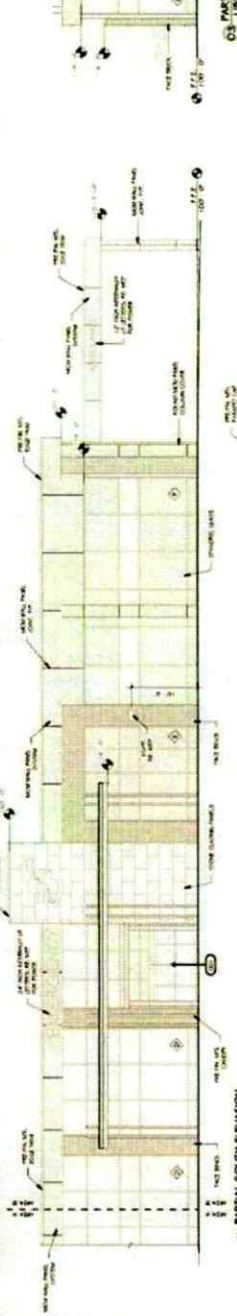
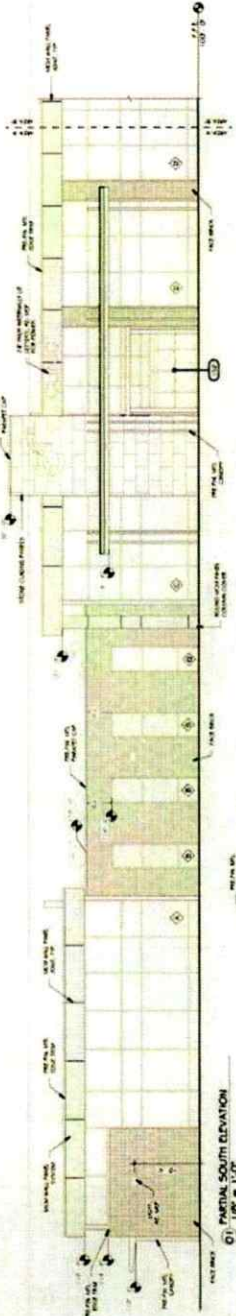


**GENERAL NOTES:**

- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 2. ALL FINISHES TO BE AS SHOWN OR APPROVED BY THE ARCHITECT.
- 3. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
- 4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
- 5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE ARCHITECT'S GENERAL NOTES AND SPECIFICATIONS.
- 7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE ARCHITECT'S CONTRACT DOCUMENTS.
- 8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE ARCHITECT'S DESIGN INTENT.
- 9. ALL WORK TO BE DONE IN ACCORDANCE WITH THE ARCHITECT'S AESTHETIC REQUIREMENTS.
- 10. ALL WORK TO BE DONE IN ACCORDANCE WITH THE ARCHITECT'S FUNCTIONAL REQUIREMENTS.

**MATERIAL AREA SUMMARY:**

<b>SOUTH (MAIN FACADE):</b>	<b>EAST:</b>
MASONRY - 31%	MASONRY - 56%
GLAZING - 56%	GLAZING - 29%
METAL - 13%	METAL - 14%
<b>WEST:</b>	<b>NORTH:</b>
MASONRY - 66%	MASONRY - 78%
GLAZING - 28%	GLAZING - 22%
METAL - 7%	METAL - 0%



REVISION SCHEDULE

**HA HARRIS-CRAIG ARCHITECTS INC.**

CHRISTUS MT. PLEASANT  
CHRISTUS HEALTH  
MT. PLEASANT, TEXAS

DATE: 10/20/2018

PROJECT: CHRISTUS HEALTH MT. PLEASANT

SHEET NO. A4.0



**OWNER**  
**CHRISTUS TRINITY MOTHER FRANCES HEALTH SYSTEM**  
 800 EAST DAWSON STREET  
 TYLER, TEXAS 75701

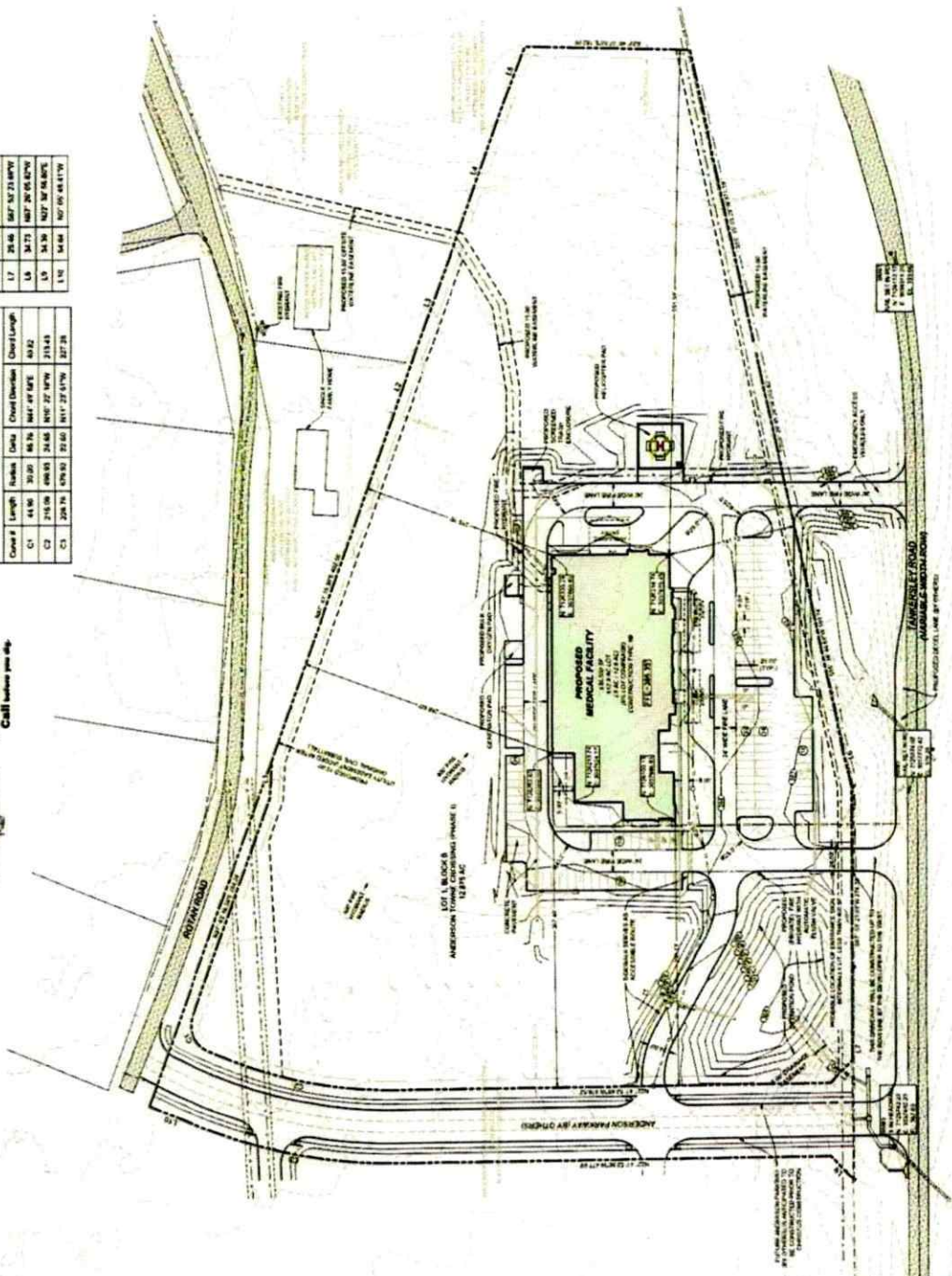
**ARCHITECT**  
**BRICE HARRIS**  
**HARRIS CRAIG ARCHITECTS**  
 PHONE: (803) 534-0995  
 EMAIL: BHARRIS@HCARCH.COM

**CIVIL**  
**COLE ALLEN, P.E.**  
**ARRON CONSULTING LLC**  
 PHONE: (803) 452-0637  
 EMAIL: COLEA@ARRON-CONSULTING.COM



Line #	Length	Direction
L1	41.90	S67° 04' 48.15"E
L2	57.47	S87° 17' 43.94"E
L3	137.60	S87° 30' 25.71"E
L4	168.94	S87° 22' 44.02"E
L5	84.63	S89° 07' 11.80"E
L6	71.26	S55° 45' 36.89"E
L7	26.66	S87° 32' 58.97"E
L8	34.73	S87° 30' 48.82"E
L9	34.39	S87° 30' 48.82"E
L10	34.66	N07° 00' 46.41"W

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	44.86	20.00	88.76	88.77	49.82
C2	274.09	499.93	24.66	857.22	213.43
C3	208.79	429.52	25.60	817.22	207.28

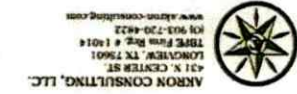


**CHRISTUS TRINITY MOTHER FRANCES**  
 TANKERSLEY ROAD | MOUNT PLEASANT, TX 75455

**ARCHITECTURAL SITE PLAN**

DATE	
REVISION	
APPROVED	
DRAWN BY	
CHECKED BY	
SCALE	
PROJECT NO.	
SHEET NO.	

**A1.0**



THIS DOCUMENT IS ISSUED FOR THE ARCHITECT'S USE ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. A CERTIFIED PLAN SET WILL BE ISSUED PRIOR TO CONSTRUCTION.

**NOTES**  
 1. THE INFORMATION CONTAINED HEREIN IS FOR THE ARCHITECT'S USE ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. A CERTIFIED PLAN SET WILL BE ISSUED PRIOR TO CONSTRUCTION.  
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# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Lynn Barrett, Director of Development Services

**Department:** Planning

---

**Subject:** Consider a request from Scott Hart on behalf of Christus Health for approval of a final plat for Anderson Town Crossing Addition, Phase One, Lot 1, a 12.875-acre tract of land located north of Tankersley Road, east of County Road 2010 and west of U.S. Hwy 271. FP-2024-05

---

**Item Summary:**

Final plat for Christus Health

**Financial Impact:**

N/A

**Recommendation(s):**

Staff Recommends approval.

**Attachments:**

[Final Plat0003](#)

**CITY OF MOUNT PLEASANT**  
CITY COUNCIL MEMORANDUM  
PLANNING AND DEVELOPMENT DEPARTMENT

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**TO:** Mayor and Council  
**CC:** Greg Nyhoff, *Interim City Manager*  
Candias Webster, *Assistant City Manager/City Secretary*  
**FROM:** Lynn Barrett, *Director of Development Services*  
**DATE:** November 5, 2024  
**SUBJECT:** FP-2024-05: Anderson Towne Crossing Addition, Phase One, Lot 1  
(Christus)

---

This case is the third of three for this meeting concerning development of the emergency hospital/clinic project at Anderson Town Crossing, an application by Scott Hart on behalf of Christus Health for the approval of a final plat for the Anderson Towne Crossing Addition, Phase One, Lot 1. The subject property is a 12.875-acre tract of land situated in the Anderson Town Crossing Addition, Lot One, Phase One, situated north of Tankersley Road, east of County Road 1020 and west of W. Ferguson Road/US 271.

The developers/owners have also applied for Preliminary Plat and PD Site Plan approval and will have received consent prior to the final plat consideration at both P & Z and City Council meetings.

Staff and the Development Review Committee have reviewed the project's submittals and revisions and have given official concurrence with the civil construction plans, upon which all three applications are based. Because of the short timing window to begin construction, the plats and site plan can advance together through the approval process.

This property is directly to the east of the Anderson Town Center portion, which was given preliminary plat approval in August, and which is expected to advance in similar fashion with site plan and final plat at the November meetings. After their interest in joining that development, the hospital requested that the hospital use be added to the original list of Planned Development zoning approved uses, and Planning and Zoning recommended, and City Council took action, to do so earlier this year.

TXDOT had concerns in its review of the ATC development as well as the final location of the two Christus drives. Approval of all three cases will be conditioned on Christus access approval to come formally. No building permit can be issued without TXDOT access permission. The applicant can proceed with site work at their own risk.

Staff recommends approval of this final plat as submitted with similar conditions previously mentioned for the preliminary plat and site plan:

1. TXDOT approval of driveway access to the Christus site.

The plat meets the requirements of Section 154 of the Subdivision Regulations of the City of Mount Pleasant.

On October 8, 2024, the Planning and Zoning Commission unanimously recommended approval.

# Anderson Towne Crossing (Phase One)

Final Plat of Lot No. One, Block "B" as previously shown on Slide No. 731, Plat Records, Titus County, Texas

- 10" iron rod with a cap marked "Dunham" previously set
- 10" iron rod found
- ◇ 10" iron rod with a cap marked "DCA" found
- ◇ Concrete right-of-way monument (Type 1) found
- Taper corner
- ⊕ 1/2" iron rod with a cap marked "Hampton" found
- ⊕ 1/2" iron rod found
- ⊕ Fiber optic pedestal
- ⊕ Electric pedestal
- ⊕ Taper corner
- ⊕ 10" iron rod with a cap marked "Dunham" previously set
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- ⊕ Electric pedestal

J.M. Copeland and wife, Carrie Copeland to the City of Mt. Pleasant, Texas  
 Abstract No. 384  
 Volume 219, Page 140  
 Plat Records, Titus County, Texas

C.M. Rogers and wife, Anne Mae Rogers to the City of Mt. Pleasant, Texas  
 Abstract No. 384  
 Volume 219, Page 140  
 Plat Records, Titus County, Texas

Donnie Ray Duncan to James A. Hix and Erica Lerman Hix  
 Abstract No. 384  
 Volume 219, Page 140  
 Plat Records, Titus County, Texas

Reese Porter Survey Abstract No. 441  
 Titus County, Texas

James R. Mitchell Survey Abstract No. 384  
 Titus County, Texas

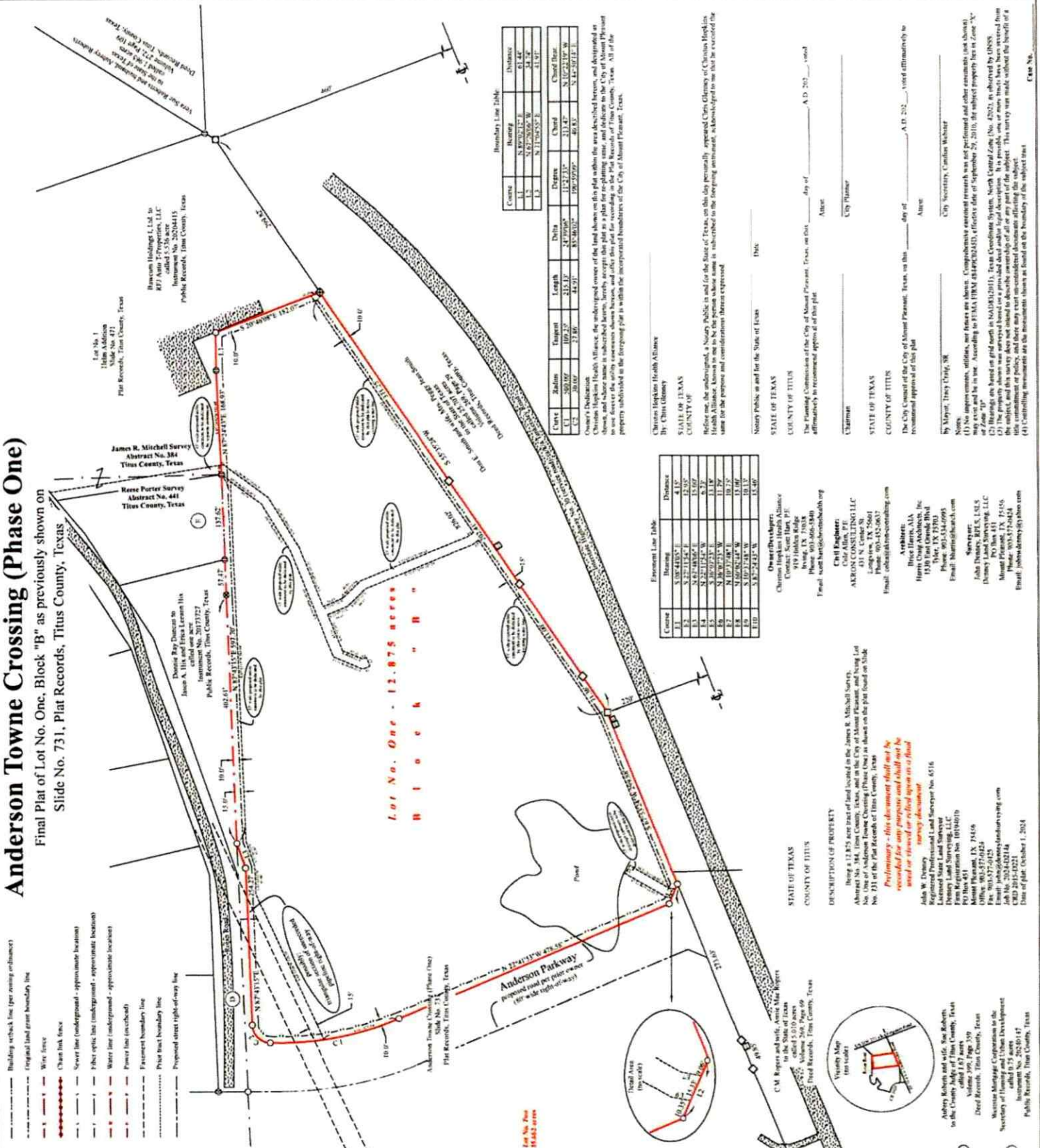
Baytown Holdings I, Ltd. to 877 Auto 2 Properties, LLC  
 Instrument No. 2020415  
 Public Records, Titus County, Texas

Lot No. 1  
 Title Address  
 Plat Records, Titus County, Texas

Anderson Parkway proposed road per prior owner (for wide right-of-way)

Anderson Towne Crossing (Phase One)  
 Slide No. 731  
 Plat Records, Titus County, Texas

Lot No. Two  
 Block "B"



Boundary Line Table

Course	Bearing	Distance
1-1	S 89°07'17.1" E	41.46'
1-2	N 82°26'06.3" W	24.36'
1-3	N 11°24'55.2" E	41.94'

Curve Data Table

Curve	Station	Length	Delta	Chord	Chord Bearing
1-1	109.23'	21.17'	32.84°	18.47'	N 12°11'11.1" E
1-2	130.40'	40.71'	108.52°	40.10'	N 12°54'11.1" E

Christus Hopkins Health Alliance, the undersigned owner of the land shown on this plat within the area described herein, and deeded to the City of Mount Pleasant to use for the utility easements shown herein, and after this plat for recording in the Plat Records of Titus County, Texas. All of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of Mount Pleasant, Texas.

Easement Line Table

Course	Bearing	Distance
1-1	S 28°48'31.1" E	4.15'
1-2	S 28°48'31.1" E	15.02'
1-3	N 24°11'24.2" W	6.32'
1-4	S 29°27'21.1" E	11.19'
1-5	N 10°17'44.4" E	10.25'
1-6	N 26°02'24.2" W	13.06'
1-7	S 10°17'44.4" W	10.13'
1-8	N 32°24'24.2" W	13.40'

Overseer/Developer:  
 Christus Hopkins Health Alliance  
 9191 Lakeland, Suite 100  
 Irving, TX 75038  
 Phone: 972-466-1840  
 Email: northhertford@christus.org

Civil Engineer:  
 Dale Allen, P.E.  
 AKR Engineering, LLC  
 431 N. Central St.  
 Longview, TX 75601  
 Phone: 972-452-0637  
 Email: dca@akr-engineering.com

Arbitrator:  
 Bruce Harris, MA  
 Harris Arbitration, Inc.  
 1130 East Grande Blvd.  
 Tyler, TX 75703  
 Phone: 903-534-0993  
 Email: bhar@harrisarbit.com

Surveyor:  
 John Dunham, RPLS, LELS  
 Dunham Surveying, LLC  
 PO Box 431  
 Mount Pleasant, TX 75168  
 Phone: 903-572-0424  
 Email: johndunham@johndunham.com

STATE OF TEXAS  
 COUNTY OF TITUS

Notary Public in and for the State of Texas  
 This: \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020, I, \_\_\_\_\_, Notary Public in and for the State of Texas, do hereby certify that the foregoing instrument was subscribed to and acknowledged by the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Chris Glenney of Christus Hopkins Health Alliance, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purpose and consideration therein expressed.

DESCRIPTION OF PROPERTY  
 Being a 12.875 acre tract of land located in the James R. Mitchell Survey, Abstract No. 384, Titus County, Texas, and in the City of Mount Pleasant, and being Lot No. One of Anderson Towne Crossing (Phase One) as shown on the plat found on Slide No. 731 of the Plat Records of Titus County, Texas.

Notary Public in and for the State of Texas  
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# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Lynn Barrett, Director of Development Services

**Department:** Planning

---

**Subject:** Staff presentation and council discussion on whether to proceed with proposed city ordinance authorizing the issuance of licenses to private individuals authorizing the construction of boat houses, docks, piers, and certain other improvements on Lake Tankersley.

---

**Item Summary:**

Discussion for ordinance on Lake Tankersley's takeline

**Financial Impact:**

N/A at this time

**Recommendation(s):**

N/A at this time.

**Attachments:**

[Tankersley](#)

**CITY OF MOUNT PLEASANT**  
CITY COUNCIL MEMORANDUM  
PLANNING AND DEVELOPMENT DEPARTMENT

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**TO:** Mayor and Council  
**CC:** Greg Nyhoff, *Interim City Manager*  
Candias Webster, *Assistant City Manager/City Secretary*  
**FROM:** Lynn Barrett, *Director of Development*  
**DATE:** November 5, 2024  
**SUBJECT:** Staff presentation and Council discussion on whether to proceed with proposed city ordinance authorizing the issuance of licenses to private individuals authorizing the construction of boat houses, docks, piers and certain other improvements on Lake Tankersley

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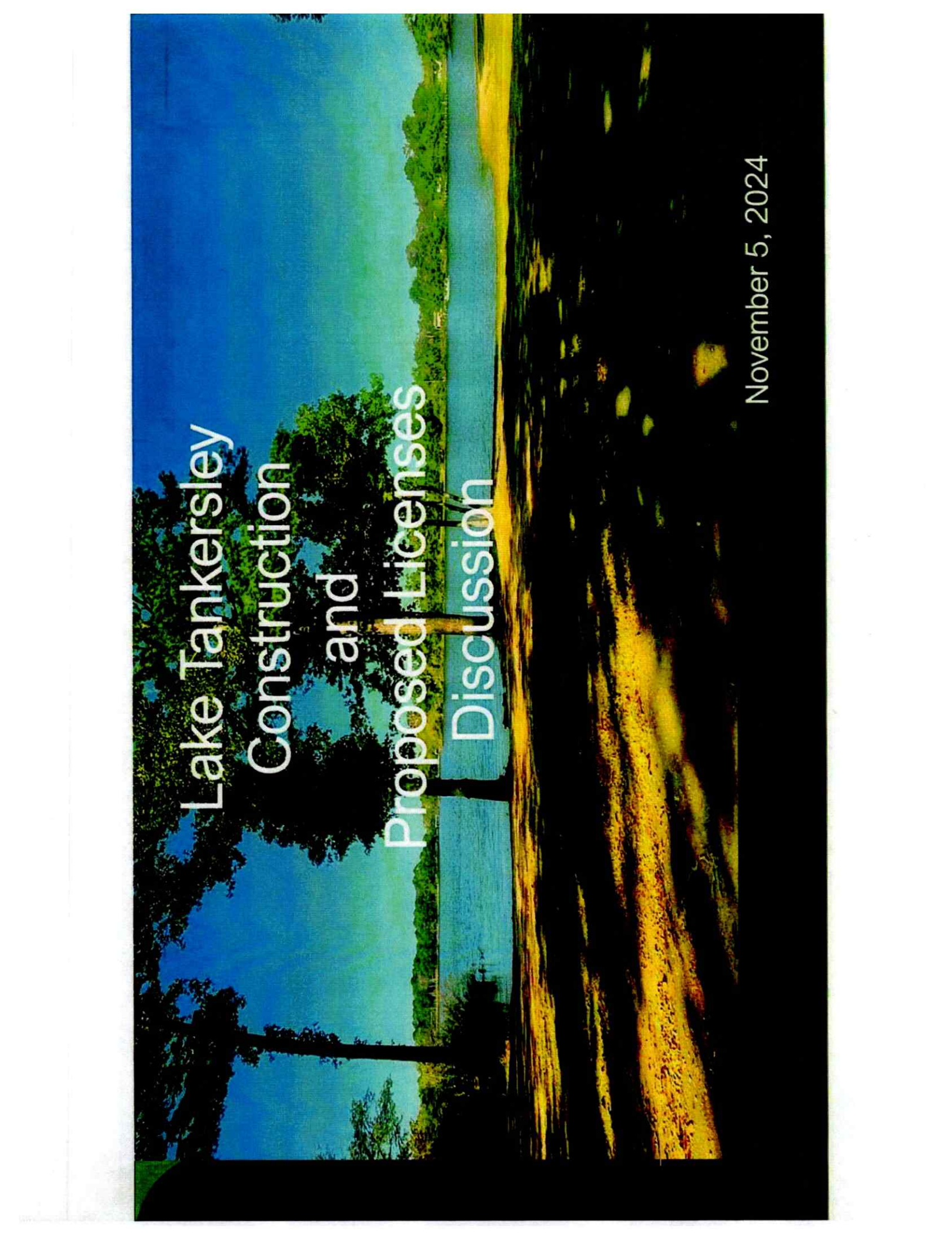
Lake Tankersley, a Mount Pleasant city owned reservoir lake, is poised for development along its shoreline from Carolina Way, a new subdivision on the northern shore. There is renewed interest among real estate professionals to market properties bordering the lake on the north and west sides as prime boating recreational opportunities to potential homeowners. Existing homeowners have also expressed interest in city lease and regulatory processes.

Because of this, city staff have rough proposed changes which would regulate the area bordering the property boundaries of adjacent landowners with Lake Tankersley and that would outline a potential license process to provide a process for certain recreation amenities including walkways, boathouses, piers/docks or decks, boat slips, walkways and seawalls at property owner request.

The ordinance would set up a lease process with five-year terms with payments annually that would be required for future improvements and requiring existing structures be maintained in good repair. Site and plan review, permitting and inspection of new structures would be overseen and approved by the city's Development staff.

Attachments show proposed plans and examples. The licenses and permit fees will fund the city's staff oversight of the lake properties to maintain compliance and orderly development.

Additionally, dredging requires a separate permit and water use is not allowed.



# Lake Tankersley Construction and Proposed Licenses Discussion

November 5, 2024

# Discussion Items

- Definitions
- Takeline License Details
- Ordinance Provisions

# What does Takeline Mean?

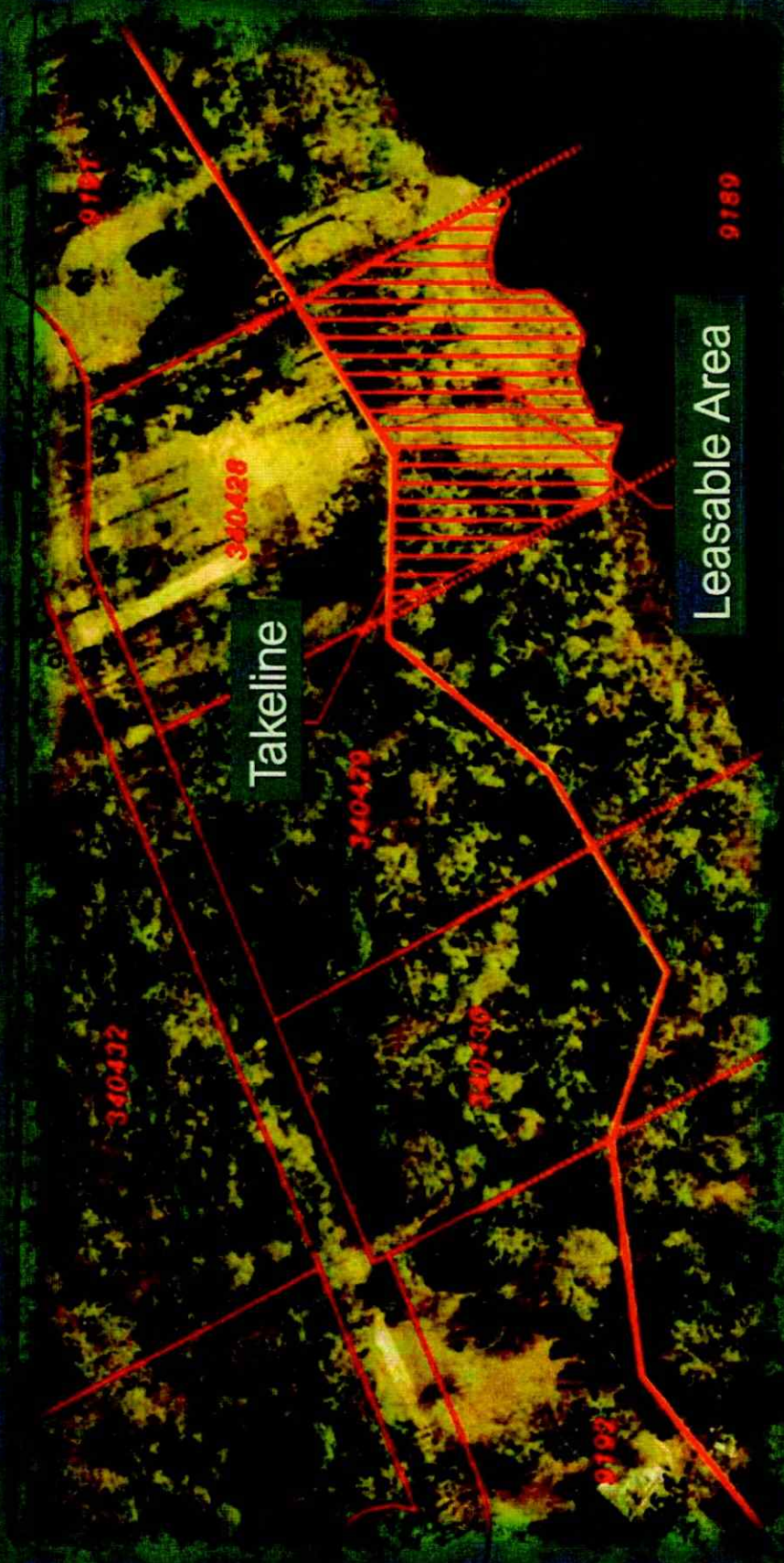


**Takeline:** Elevations around the lake established by Army Corps of Engineers as designed flood elevation

**Takeline area:** Distance between normal pool elevation and designed flood elevation



**Leasable Area: Approved boundaries of each lot within the takeline area**



# **License Agreement Proposal**

- Term to be 5 years
- Items covered :
  - Water level is not a constant and is subject to change
  - City not responsible for flooding and/or damages
  - License transfers to new owners if property is sold
  - Allows owner to claim use of their designated takeline area improvements
  - Allows owner to reclaim lost property due to erosion along the lake
  - Allows owners to construct boathouses, slips, docks, walkways
  - Prohibits use of water from the lake
  - Prohibits storage, dumping, and use of hazardous chemicals
  - License can be terminated due to natural disasters or non-renewal
  - Licensed area will need to comply with all other city ordinances



# Permitted Items



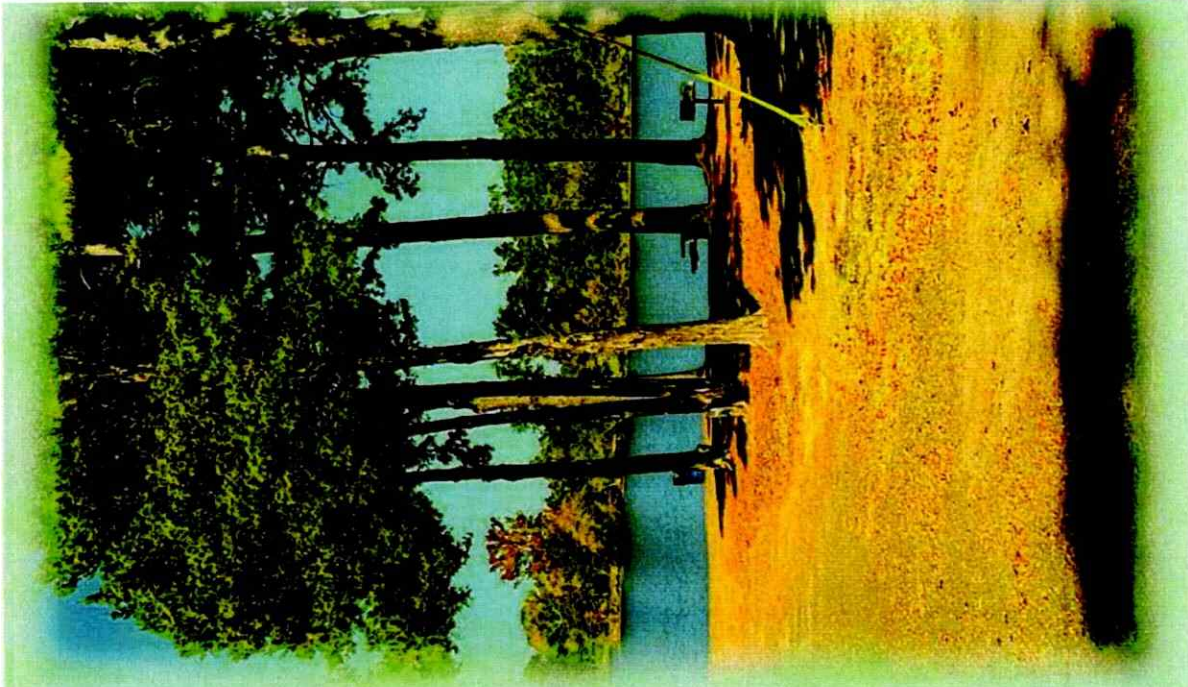
# Establishing A License Area

- Applicant supplies lot survey of take line area
- License boundary agreement establishes proposed boundaries signed by both neighboring property owners
- Staff can mediate instances of disagreement
- Final appeal is to the city's Board of Adjustment for final ruling.

**Permits can then be applied for – also with neighboring owner agreement or the review process above is followed.**

# Proposed Fees

- License Fees -
  - \$1000 Intial fee for each property owner
  - \$600 per year billed annually
- Permit fees -
  - Boat House - \$750
  - Boat Slip - \$450
  - Pier or Deck -\$400
  - Walkway - \$100
  - Seawall – \$0 No Charge and no license required due to improvements being in the lake's best interest



## **Permitted structure details**

- **BOAT HOUSE**– roofed structure affixed to end of fixed pier used to park and moor boat and watercraft
- Limited to maximum of two spaces with minimum height 16 feet and maximum 21 feet. May include storage area 10 x 12
- Maximum of 24 inches above waterline at normal pool elevation
- Setbacks 10 feet from sides; distance 10 feet off sea wall, maximum 40 feet into water
- Size maximum is two 12 x 20 foot boat slips



## **Permitted structure details**

**DOCK DECK**– A structure anchored to the ground that consists of planks running in a horizontal pattern and creating a flat surface. May or may not be connected to a boat slip or fixed pier. Up to 50% may be covered

- **Height** - Maximum of 24 inches above waterline at normal pool elevation
- **Setbacks** 10 feet from sides; maximum distance of 40 feet into water
- **Size** maximum is two 12 x 20 foot boat slips



## Permitted structure details

**FIXED PIER**— roofless , an I-, L-, or T-shaped structure which can be attached to a boat slip or dock deck and may be used to moor a boat or water craft up to 72 hours.

- Maximum of 24 inches above waterline at normal pool elevation
- Setbacks 10 feet from sides; distance 10 feet off sea wall, maximum 40 feet off the seawall
- Size-- maximum 6 feet in width



## **Permitted structure details**

**WALKWAY**—Allowed from property line to lake shoreline.

- **Height and Materials** - Ground level of compatible material
- **Setbacks** – 10-feet from property lines
- **Size** – A maximum of 5-feet in width



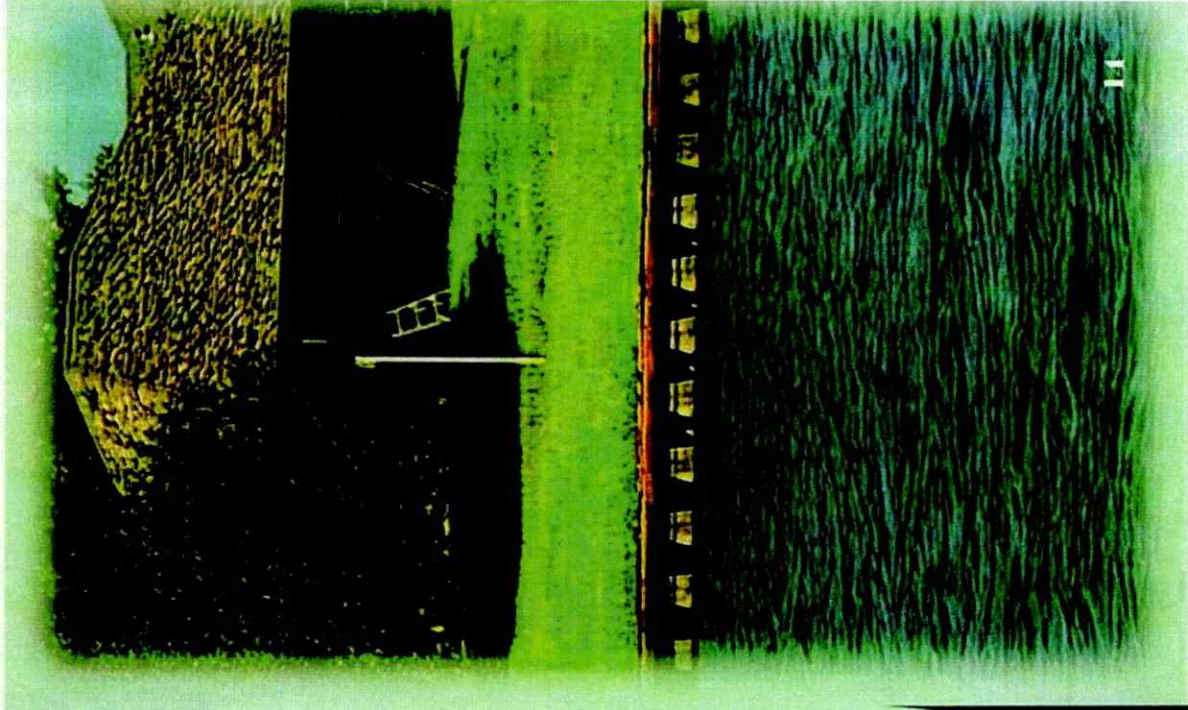
## **Permitted structure details**

**BOAT SLIP** – roofless structure affixed to end of fixed pier used to park and moor a boat/watercraft

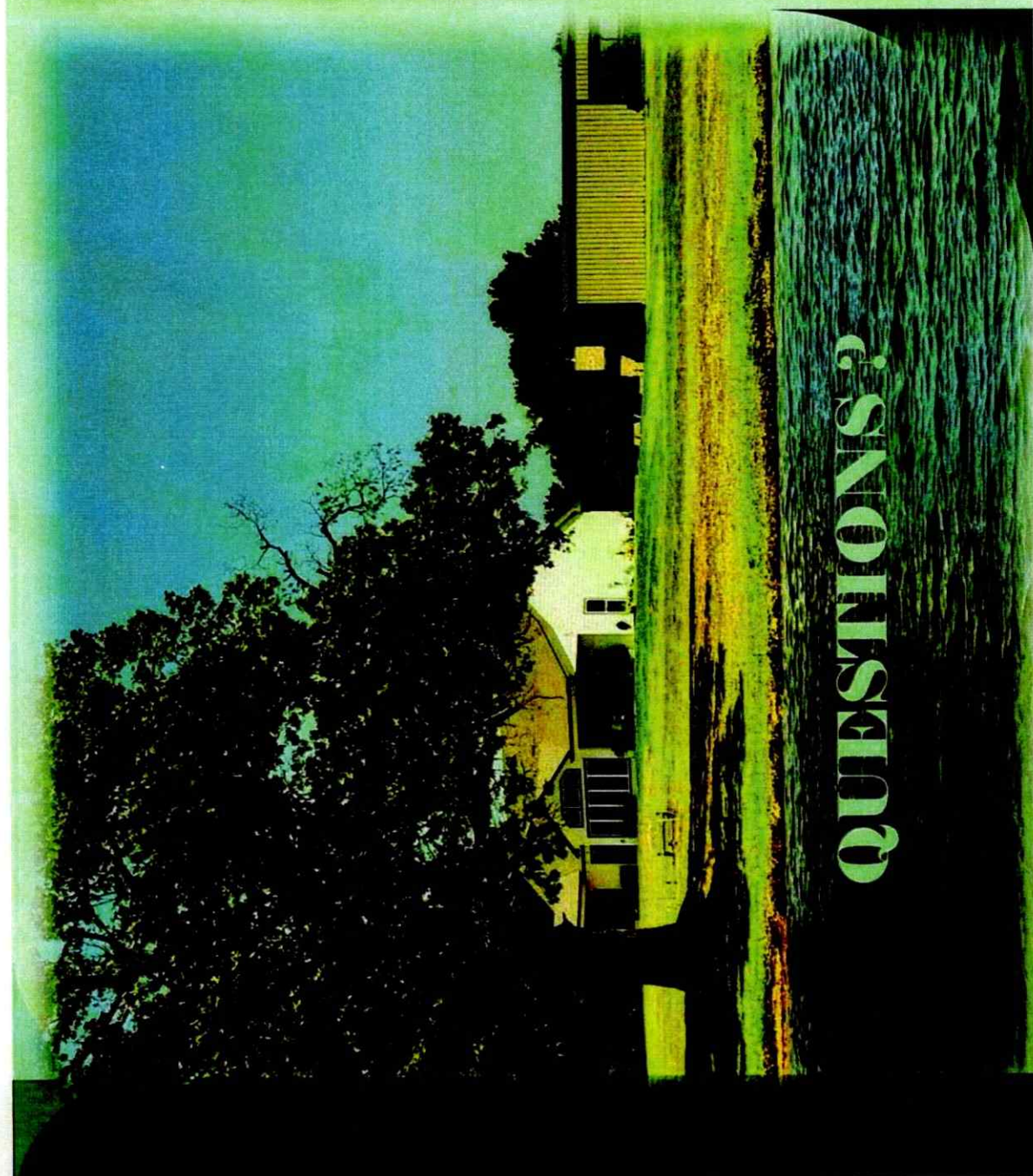
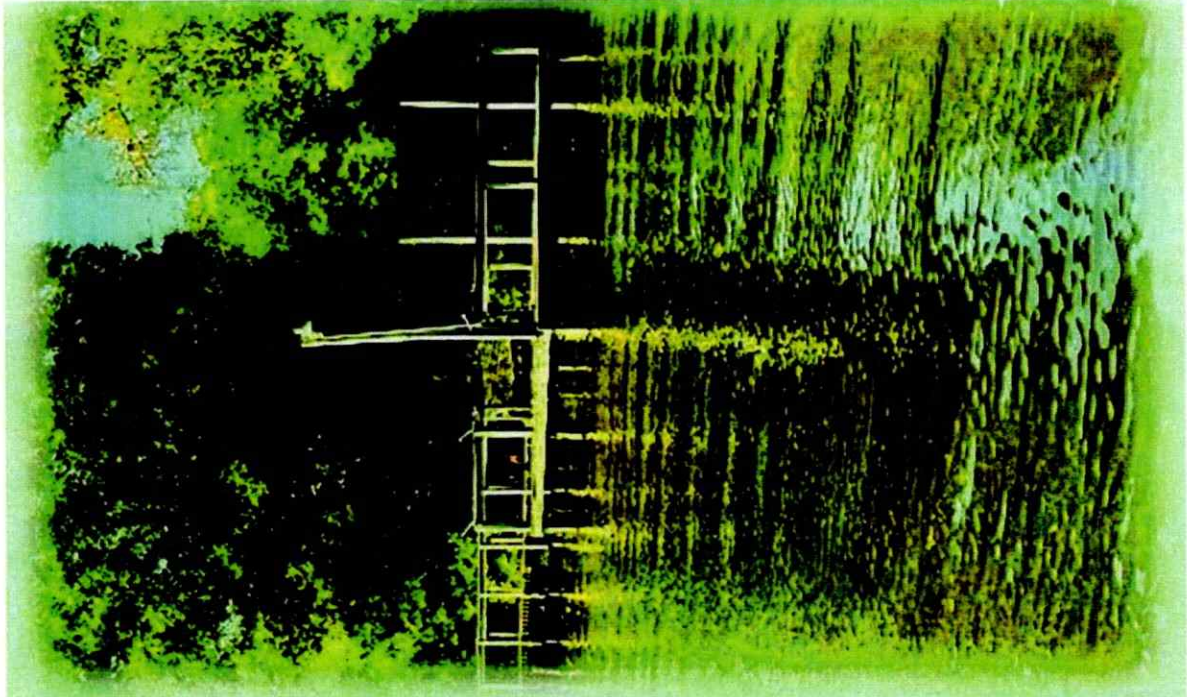
**DREDGING** – allowed with separate permit only

**LAKE WATER USE** – not allowed

**SEA WALL** – stabilized structure to prevent erosion approved by city's Building Official









# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Garrett Houston, Public Works Director

**Department:** Public Works

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**Subject: Consider Awarding Street Materials Bid #6-2024**

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**Item Summary:**

These are the bids that we received for Street Materials we use

**Recommendation(s):**

Award of Street Materials Bid

**Attachments:**

[Bid Tabulation- Street Materials BID#6-2024](#)

Bid Tabulation 2024

Bid #6-2024

Street Materials

	H.E Spann & R.L. Gerhart	Richard Drake Construction	R.K . Hall, LLC	Seaton Construction	Texana Land & Asphalt	JWC Enterprises
1) Field Sand	N/A	N/A	N/A	N/A	N/A	\$17.50/yd-Delivered Did not complete bid packet
2) Top Soil	N/A	N/A	N/A	N/A	N/A	\$25.00/yd-Delivered Did not complete bid packet
3) Crushed Iron Ore - TXDOT Type B	N/A	N/A	N/A	\$22.21/ Ton/Delivered (\$30.85 Per Cy)	N/A	N/A
4) Flex Base - TXDOT Type A	N/A	N/A	N/A	N/A	N/A	N/A
5) Crushed Limestone - TXDOT Type A	\$32.75/Ton/ Delivered	N/A	N/A	N/A	N/A	N/A
6) Hot Oil Sand	N/A	\$102.80/Ton/Delivered \$87.80/Ton/Pickup	\$97.00/Ton/Delivered \$90.00/ Ton/Delivered	N/A	N/A	N/A
7) Hot Mix/Cold Lay - TXDOT Type D	N/A	\$106.80/Ton/Delivered \$91.80/Ton/Pickup	\$102.00/Ton/Delivered \$95.00/Ton/Delivered	N/A	N/A	N/A
8) Hot Mix - Laid Type D	N/A	\$158.60/Ton/Delivered \$180.00/Ton/Pickup	N/A	N/A	\$149.00/ Ton-more than 500 tons \$149.00/Ton-Less than 500 tons	N/A
9) Hot Mix - Type D	N/A	N/A	N/A	N/A	N/A	N/A
More Than 500 Tons	N/A	\$108.80/Ton/Delivered \$92.80/Ton/Pickup	\$102.00/Ton/Delivered \$95.00/Ton/Pickup	N/A	N/A	N/A
Less Than 500 tons	N/A	\$108.80/Ton/Delivered \$92.80/Ton/Pickup	\$102.00/Ton/Delivered \$95.00/Ton/Pickup	N/A	N/A	N/A

Denotes awarded low bid



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Department:**

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**Subject: City Manager's Report**

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# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Department:**

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**Subject: EXECUTIVE SESSION**

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## **Item Summary:**

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

Discussion of possible settlement of Cause No. 43346, Luis and Alma Lozano's Appeal of Special Commissioner's Award, pending in the 76th District Court of Titus County; (Consultation with Attorney §551.071 and Real Estate §551.072)

Discussion of possible resolution of lease negotiations relating to City's lease of 418 North Madison, Mount Pleasant, Texas (Consultation with Attorney §551.071 and Real Estate §551.072)

**'Personnel Matters' and 'Consultation with Attorney';** discuss, the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (Tex Gov't Code 551.074 and 551.071) Discussion of possible Council Appointees

Discussion of possible settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant (Consultation with Attorney §551.071)



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Lea Ream, City Attorney

**Department:** Administration

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**Subject:** Consider and possible action on settlement of claims against KSA Engineers, Inc. concerning two raw water transfer pumps and motors used at the Bob Sandlin Water Treatment Plant.

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**Financial Impact:**

N/A

**Recommendation(s):**

Approval of settlement with KSA.

**Attachments:**

[DOCS1-#302570-v2-Settlement and Release - KSA - Mt Pleasant - KSA rev 10.25.2024 \(Signed by KSA\)](#)

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "*Agreement*") is made effective as of \_\_\_\_\_, 2024, by and between KSA Engineers, Inc. ("*KSA*"), and the City of Mount Pleasant, Texas ("*City*"). All parties are collectively referred to as the "*Parties*."

FOR AND IN CONSIDERATION of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties acknowledge and agree as follows:

### REASONS FOR AGREEMENT

A. WHEREAS, certain disputes, claims, and alleged causes of action have existed by and between KSA and City, which disputes, claims, and alleged causes of action relate to design and construction services rendered by KSA during the years 2006 through 2010 for the Bob Sandlin Water Treatment Plant (the "*Plant*"), and including specification by KSA of two pumps used at the Plant which transfer water from the raw water reservoir to the treatment facilities which are alleged to be inadequate and may need replacement (collectively, the "*Matter*");

B. WHEREAS, the Parties now want to resolve and settle all claims among them arising from or related to the Matter, as well as any claims, including claims known or unknown, asserted or unasserted related to the Matter;

### AGREEMENT

THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. Consideration. Upon receipt of this fully executed Agreement, and at no cost to the City, KSA shall commence and thereafter will:

- a. Supply two (2) new Raw Water Vertical Turbine Pumps and two (2) new VHS motors as follows (collectively the "*RWTPs*"):
  - i. Zoeller 16GE6V-1stage Vertical Turbine Pumps with Cast Iron Bowls, Bronze Impeller, Factory Standard Epoxy Coated 12" Steel Column Pipe, 1-1/2" 416 Stainless Steel Lift Shaft, Fabricated Steel 12" Discharge Head, Bleed Off Packed Stuffing Box, 316 SST Clip on Basket Strainer
  - ii. 40hp 3ph 1200 rpm 480 volt VHS motors with WP1 enclosure, 1.15 service factor, AEGIS ground ring, insulated bearings, 115 volt space heaters, bearing rtd's, winding thermostats, Robert Shaw vibration switches and premium efficiency.
- b. Diligently perform (or cause the performance of) the removal and replacement of existing raw water transfer pumps at the Plant with the RWTPs, including all

associated, implied, necessary and incidental work; including but not limited to: their shipping, wiring, tie-ins, mounting, inspection, startup, testing, training, and commissioning (the "*Work*"); and,

- c. Complete the Work in a good and workmanlike manner, within six (6) months from the execution of this Agreement, at a time which is reasonably agreeable to City to avoid disruption in the water production at the Plant; and,
- d. Warrant, for a period of (12) twelve months from the date of the RWTPs' successful startup or initial use, the electrical workmanship provided by KSA affiliate BLOC Design Build, Inc. as part of the Work, and take reasonable commercial efforts to transfer to City the benefit of the 12-month manufacturer warranty covering the RWTP pumps and motors.

2. Release of All Claims.

a. Upon completion of the Work and in Consideration of KSA's performance of the Work, City, on behalf of itself and its representatives and citizens, and their respective successors and assigns ("*Releasing Parties*"), for good and valuable consideration, does hereby **release, acquit and forever discharge** KSA, its affiliates, and each of their respective current and past employees, representatives, agents, owners, shareholders, directors, and each of their successors, and assigns (all cumulatively referred to as the "*Released Parties*") from and against any and all disputes, claims, demands, causes of action, debts, liens, liabilities, obligations, judgments, or suits in equity of whatsoever nature, common-law, constitutional, statutory or otherwise, known or unknown, now existing or that might arise hereafter relating to the Matter, for or because of any matter or thing done, omitted, or suffered to be done by Released Parties on or account of or by reason of any event, transaction, or matter that has occurred prior to the effective date of this Agreement relating to the Matter, and the matters that were set forth or that could have been set forth in any litigation, including any and all claims or allegations for damages, including, but not limited to, damages for out of pocket expenses in the past and future, property damages, punitive damages, attorney fees, court costs and any and all other damages as may or might be recoverable under any and all laws applicable to the Matter or that were, or could have been, asserted in litigation related to the Matter .

b. Notwithstanding the foregoing, it is expressly understood by the Parties that nothing in this Agreement shall operate as a release of any obligation owed by one Party to the other arising from or under this Agreement (including the express warranty set forth in section 1(d) above) or any instrument executed in accordance with the provisions of this Agreement, or any other obligations performed or to be performed by either Party for any work or contract performed by KSA other than those related to the Matter. The Parties expressly acknowledge and agree that the Parties have had and continue to have an ongoing work relationship in which KSA performs engineering and construction services for the City. The City does not release KSA from any other claims than those related to the Matter.

3. Indemnification. [Omitted.]



4. Representations and Warranties.

a. Each Party expressly represents and warrants to the other Party that it has completely read this Agreement prior to executing it, has had an opportunity to review it with counsel of its choosing, and understands its terms, contents, conditions, and effects, and has entered into this Agreement knowingly and voluntarily.

b. City expressly represents and warrants to Released Parties that City has not assigned, pledged or otherwise sold or transferred, either by written instrument or otherwise, any right, title, interest or claim they have or may have in connection with or arising out of any claim described herein.

c. City expressly represents and warrants to Released Parties that City, its representatives, and the undersigned have read this Agreement completely and thoroughly understand that this Agreement conclusively settles any and all claims that the Releasing Parties have or may have against Released Parties for or because of any matter or thing done, omitted or suffered to be done by any KSA and/or Released Parties on or account of or by reason of any event, transaction or matter that has occurred prior to the effective date of this Agreement relating to the Matter.

d. City further represents and warrants that City has freely and voluntarily entered into this settlement, in the exercise of its own free act, deed and will, and free of any duress or coercion; that, except as specifically contained herein, no representations, promises or statements have been made by any agent, attorney or other representative of KSA or Released Parties that have influenced City in making and executing this Agreement; that City realizes that this Agreement is final and conclusive and that it is the desire of the City that it be final and conclusive; and that is the clear intent of the City that the payment and acceptance of the consideration described in Section 1.0 is for the sole and exclusive purpose of settling a claim, buying peace and avoiding further and substantial expense, including the expense of litigation.

e. KSA and Released Parties are entitled to and can rely on the representations, warranties and acknowledgments made by City in this Agreement, and the release of KSA and Released Parties made in this Agreement.

f. City, by and through its undersigned representative, has the full power, legal capacity, and authority to execute and deliver this Agreement. This Agreement constitutes legal, valid, and binding obligations of City, enforceable against City in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other similar laws affecting creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies. All requisite action has been taken by City authorizing and approving the execution of and entry into this Agreement and the performance by City of its duties and obligations hereunder, and of all other acts necessary or appropriate for the consummation of the Agreement.

5. No Reliance on Oral Representations. The Parties hereby confirm, represent, and warrant that no oral promises or inducements have been made or given other than such promises and inducements as are set forth in this Agreement and the documents to be executed in connection

herewith, and that in executing same, they are not relying upon any agreements, representations, or commitment of any kind not expressly stated herein or therein.

6. Merger. This Agreement (including any document executed in connection herewith) contains the entire agreement of the Parties with respect to the subject matter thereof, and the Agreement supersedes all prior negotiations, agreements and understandings with respect thereto. The Agreement may only be amended by a written document duly executed by all Parties.

7. Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.

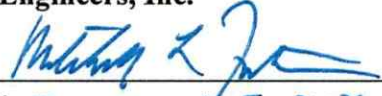
8. Governing Law. This Agreement shall be interpreted under the laws of the State of Texas.

9. Counterparts. This Agreement may be executed in multiple, original counterparts, each of which taken together shall be treated as a single document. This Agreement may be executed and counterparts may be exchanged via facsimile or email via scanned attachment.

10. Counsel. City is hereby advised that City may and should obtain legal advice from competent counsel with regard to the negotiation and execution of this Agreement. City acknowledges that Boon Calk Echols Coleman & Goolsby, PLLC represents only KSA with respect to this Agreement. KSA acknowledges that Davidson Troilo Ream & Garza, P.D. represents only the City with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned, through their duly authorized representatives, and intending to be legally bound by this Agreement, have executed this Agreement as of \_\_\_\_\_, 2024.

**KSA Engineers, Inc.**

By:   
Name: MITCHELL V. FORTNER  
Title: PRESIDENT / CEO

STATE OF TEXAS           §  
  §  
COUNTY OF GREGG       §

BEFORE ME, the undersigned notary public in and for said county and state personally appeared MITCHELL FORTNER PRESIDENT of **KSA Engineers, Inc.**, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and Release, and acknowledged to me that such person has the authority to execute same on behalf of said company; that such person has read and understood same; and that such person has executed the same for the purposes and consideration therein expressed on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of OCTOBER, 2024.

  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 5/22/2025

**City of Mount Pleasant, Texas**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned notary public in and for said county and state personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **The City of Mount Pleasant, Texas**, known to me to be the person whose name is subscribed to the foregoing Settlement Agreement and Release, and acknowledged to me that such person has the authority to execute same on behalf of said City; that such person has read and understood same; and that such person has executed the same for the purposes and consideration therein expressed on behalf of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_



# AGENDA ITEM REPORT

**Meeting:** City Council - Nov 05 2024

**Staff Contact:** Greg Nyhoff, City Manager

**Department:** Administration

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**Subject:** Consider and possible action accepting terms of agreement with G&M LLC relating to City's lease at 418 North Madison, Mount Pleasant, Texas.

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**Item Summary:**

In September of 2022 the City of Mount Pleasant entered into a 5- year lease agreement for a building located at 418 N. Madison. The intent was to house staff that were in marginal office spaces. After evaluating our current financial situation and staffing levels we're recommending the lease be terminated. The monthly rental fee is \$3,000, with just under 3 years remaining on the lease. The lease did not have an early termination clause. The cost for the City to continue the lease through September 2027 is approximately \$102,000.

**Financial Impact:**

The Commercial Lease Termination Agreement stipulates the City will pay monthly rent through January, 2025 plus the equivalent of 12 months' rent which equates to \$36,000. By terminating the lease, the City will save approximately \$60,000 in future rent payments.

**Recommendation(s):**

Staff recommends City Council Approve the Commercial Lease Termination Agreement

**Attachments:**

[DOCS1-#343002-v2-Lease Termination Agreement - City of MP \(418 N Madison\)](#)

## COMMERCIAL LEASE TERMINATION AGREEMENT

This Commercial Lease Termination Agreement (the “**Agreement**”) dated as of October 29, 2024, and effective as of the Effective Date (defined below), is entered into by and between G & M 4.16, LLC (“**Landlord**”) and the City of Mount Pleasant, Texas (“**Tenant**”, and together with Landlord, the “**Parties**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

WHEREAS, Tenant entered into a certain Commercial Lease Agreement with Landlord dated September 6, 2022 (the “**Lease**”), for a five year term, concluding on September 14, 2027 (“**Initial Term**”), for a building located at 418 North Madison, Mount Pleasant, Texas 75455, as more particularly described in the Lease; and

WHEREAS, the Lease did not provide for an early termination option, and Tenant approached Landlord about terminating the Lease before the expiration of the Initial Term.

WHEREAS, subject to the terms below, Landlord has agreed to allow Tenant to terminate the Lease before the expiration of the Initial Term.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants, and agreements contained herein, the Parties agree as follows:

1. Termination. The Lease will terminate as of January 15, 2025 (“**Termination Date**”) with the same effect as if the Termination Date were the stated expiration date of the term of the Lease. Expressly subject to the performance by Tenant of its obligations hereunder, Landlord hereby fully and unconditionally releases and discharges Tenant from the observance and performance of all terms, covenants and conditions arising under the Lease from and after the Termination Date and Tenant does hereby release and discharge Landlord from the observance and performance of all terms, covenants and obligations of Landlord under the Lease arising from and after the Termination Date. This Agreement shall fully and finally settle all demands, charges, claims, accounts, or causes of action of any nature, including both known and unknown claims and causes of action that arose out of, or in connection with, the Lease, and it constitutes a mutual release as to the Lease as of the Termination Date.

2. Tenant’s Right to Terminate. Tenant hereby represents and warrants to Landlord that Tenant is the sole owner and holder of the leasehold estate of “Tenant” under the Lease, that no other person or party has any interest in, or lien upon, the leasehold estate of “Tenant” under the Lease, that Tenant has the legal power and right to enter into and perform its agreements under this Agreement, and that there are no consents required from any other person or entity in order for Tenant to enter into and perform its agreements under this Agreement.

3. Lease and Termination Payments. Tenant will continue to make all monthly payments required under the Lease until the Termination Date: For clarity, this means monthly Lease Payments and utility

payments for each of November and December 2024, and January 2025. On or before the Termination Date, but not earlier than January 1, 2025, Tenant shall cause to be paid an additional \$36,000.00 to Landlord as a one-time Lease termination fee (“**Lease Termination Fee**”). The Lease Termination Fee is calculated as 12 months of the Lease Payments.

4. Disgorgement and Return of Security Deposit. Within fourteen days of Landlord receiving the Lease Termination Fee, Landlord will return Tenant’s \$3,000.00 security deposit required under the Lease. If any payment to Landlord under this Agreement, or the validity and effectiveness of this Agreement, is set aside, rescinded, required to be returned, disgorged, or otherwise adversely affected in any bankruptcy, insolvency, or other proceeding under applicable law, or by any other act or event, then, the release and other agreements and obligations of Landlord under this Agreement shall similarly be set aside and rescinded and Landlord shall have all of the rights and remedies otherwise available to it prior to the execution of this Agreement.

5. General Provisions.

(a) This Agreement constitutes the entire agreement and supersedes all other prior agreements or understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

(b) This Agreement may be amended or modified only by means of a written instrument executed by all of the Parties.

(c) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

(d) This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

(e) This Agreement may be executed in one or more counterparts, which together shall constitute a single instrument. Signatures of the Parties may be transmitted by facsimile or by email in portable document format (.pdf) and shall be deemed to be the original signatures for all purposes.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties to be effective as of the later date upon which both Parties sign the Agreement (“**Effective Date**”).

**LANDLORD:**

**G & M 4.16, LLC**

By: \_\_\_\_\_

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

**TENANT:**

**CITY OF MOUNT PLEASANT, a Texas municipal corporation**

By: \_\_\_\_\_

Greg Nyhoff, City Manager

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