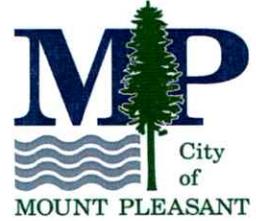




**NOTICE AND AGENDA OF REGULAR CALLED MEETING  
MOUNT PLEASANT CITY COUNCIL**

**Tuesday, March 17, 2026 at 6:00 P.M.  
501 North Madison, Mount Pleasant, Texas**



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

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

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

**CALL TO ORDER**

Roll Call and Certification of a Quorum

Invocation

Pledge of Allegiance

**OPEN SESSION**

**PUBLIC COMMENTS**

*The City Council welcomes citizen participation and comments at all Council meetings. Citizen comments are limited to three minutes out of respect for everyone's time. The Council is not permitted to respond to your comments. The Texas Open Meetings Act requires that topics of discussion/deliberation be posted on an agenda not less than 3 business days in advance of the Council meetings. If your comments relate to a topic that is on the agenda, the Council will discuss the topic on the agenda at the time that the topic is discussed and deliberated.*

**CONSENT AGENDA**

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

1. Consider Approval of the March 3, 2026 Meeting Minutes.
2. Consider pay request #34 from Drake Construction for work performed at Southside WWTP.
3. Consider pay request #17 from Wicker Construction for work performed at the West Loop Wastewater Collection.
4. Consider pay request #10 from J2 Construction for work performed at the Industrial Park Lift Station.
5. Consider Ordinance 2026-7 a Budget amendment increasing allocations in the General and Utility fund for the recruitment of a permanent Finance Director using Excess Fund Balance.
6. Consider Ordinance 2026-8 a Budget amendment increasing allocations in the General and Utility fund for the placement of an interim Finance Director using Savings from FT Salaries and Excess Fund Balance.
7. Consider Ordinance 2026-9 a Budget amendment increasing allocations for Facade Grant to cover payment from Prior Fiscal Year.
8. Consider Ordinance 2026-10 a Budget amendment for a \$750.00 scholarship from Public Library Association.
9. Consider Resolution 2026-6 an action to suspend the effective date proposed by CenterPoint Energy Resources Corp. D/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, Beaumont/East Texas division, to increase rates under the gas reliability infrastructure program, for 45 days, and authorize the city's continued participation in a coalition of cities known as the "alliance of CenterPoint municipalities" ("ACM") of cities.

**CONSENT AGENDA MOTION**

**MOTION TO APPROVE ALL CONSENT AGENDA ITEMS AS PRESENTED**

## **REGULAR AGENDA**

10. Monthly Financial Report for Month Ended February 28, 2026
11. Presentation from KSA on the status of the Southside Wastewater Treatment Plant Improvements.
12. Discuss and consider adoption of Ordinance 2026-1 Amending Chapter 95 Health and Sanitation of the City's Code of Ordinances to Require the Use of the Company Contracted by the City for all Commercial Trash, Garage and Refuse Collection and Removal, Including Providing Roll-off Dumpsters, and providing for Penalties for Violations, including denial of building and other permits.
13. Hold a public hearing per the city Unsafe Building Abatement Code, found in Chapter 150 of the Code of Ordinances, and to consider Order 26-001 a declaration of a dilapidated structure at 902 W 10th Street within the City of Mount Pleasant, Texas, find it to be dilapidated and/or deteriorated and damaged so as to require repair, rehabilitation or demolition, providing a time within which the owner should rehabilitate, repair or demolish such structure and to consider ordering city abatement and subsequent lien of the dilapidated structure at 902 W 10th Street, Highland Park Addition block 2 lot 1&2.
14. Hold a public hearing per the city Unsafe Building Abatement Code, found in Chapter 150 of the Code of Ordinances, and to consider Order 26-002 a declaration of a dilapidated structure at 815 E 9th Street within the City of Mount Pleasant, Texas, find it to be dilapidated and/or deteriorated and damaged so as to require repair, rehabilitation or demolition, providing a time within which the owner should rehabilitate, repair or demolish such structure and to consider ordering city abatement and subsequent lien of the dilapidated structure at 815 E 9th Street, Sunrise Addition block 3 lot 8.
15. Hold a public hearing per the city Unsafe Building Abatement Code, found in Chapter 150 of the Code of Ordinances, and to consider Order 26-003 a declaration of a dilapidated structure at 1008 W 8th Street within the City of Mount Pleasant, Texas, find it to be dilapidated and/or deteriorated and damaged so as to require repair, rehabilitation or demolition, providing a time within which the owner should rehabilitate, repair or demolish such structure and to consider ordering city abatement and subsequent lien of the dilapidated structure at 1008 W 8th Street, Sanders & Ellis Addition block 20 lot 4.
16. Discuss and consider action to approve the Preliminary Plat for a one lot, one block Anderson Town Crossing Commercial Phase 1 Subdivision with proposed new street right of way, being a 5.469-acre property in the ATC PD-2 Zoning District, a portion of a 10.03 acre tract 1000 in the Mitchell, James R Abstract 0384 survey and a 36.248 acre Tract 1900 out of the Porter Reese survey Abstract 00441 in the Real Property Records of Titus County, Texas, located approximately 1/3 mile north of the Tankersley Road intersection on the west side of US 271.
17. Discuss and consider action to approve an amendment to the Preliminary Plat of the Anderson Towne Crossing Phase 1 Subdivision (PP-2024-03), proposing additional commercial lots created from Lot 2 and reflecting the approved construction of the right of way of Anderson Parkway.
18. Discuss and consider the Final Plat of the Symmetry Addition Subdivision, on 7.329 acres, creating a 6.617 acre one lot non-residential subdivision, and dedicating 0.712 acres of right of way of adjacent Choctaw street to the City as a 30 foot strip from the existing centerline located on west side, north of the intersection of Choctaw and E Ferguson, addressed as 1325 E Ferguson Street in the city of Mount Pleasant, Texas.
19. Discuss and consider action to approve the Final Plat of one lot, one block Mount Pleasant Trails Subdivision, on 4.368-acres in the Multi Family (MF) Zoning District, Property ID 15338, described in instrument 20253555 in the Real Property Records of Titus County, Texas, and addressed as 399 Tennison Road.
20. Discuss and consider action to approve the Final Plat of Lot 4 in the Anderson Towne Crossing Phase 1 Subdivision in the ATC PD-2 Zoning District, and dedicating a section of Anderson Parkway from Tankersley Road north to Rotan Road as public right of way in the City of Mount Pleasant.
21. Discuss and consider action to approve a site plan for a new Academy Retail project on Lot 1 of Anderson Town Crossing Commercial Phase 1 Subdivision property in the ATC PD-2 Zoning District located adjacent to 2621 West Ferguson Road.
22. Discuss and consider action on Resolution 2026-7 establishing a Development Incentive Program for the City of Mount Pleasant.
23. Discuss and consider approval of agreement with NewGen Strategies & Solutions, LLC to update the Water Rate study.
24. City Manager's Report

25. Discuss and consider concerns of Kyle Moring regarding City processes under the Texas Public Information Act and permits/inspections, the City's efforts to respond to his concerns and requests, and the City's meeting with Mr. Moring.

### **COUNCIL COMMENTS**

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

### **EXECUTIVE SESSION**

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

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

**Consultation with Attorney (Tex. Gov' t Code §551.071) and Personnel Matters (Tex. Gov' t Code §551.074) to discuss Council Member Tafoya' motion to quash subpoena concerning ethics investigation and status of investigation.**

**Consultation with Attorney (Tex. Gov' t Code §551.071) and Personnel Matters (Tex. Gov' t Code §551.074) to consider, discuss and deliberate ethics complaints filed by Kyle Moring against Candias Webster, John Ankrom, Juan Ramirez, Lea Ream and Austin Beck.**

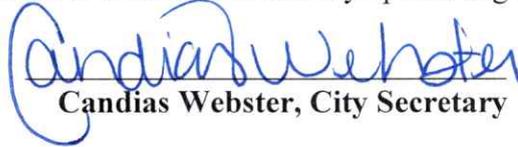
### **RECONVENE INTO THE REGULAR SESSION**

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

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

### **ADJOURN**

I certify the above notice of meeting is a true and correct copy of said notice and that same was posted on the bulletin board of City Hall of the City of Mount Pleasant, Texas, a place readily accessible to the general public at times, by 5:00 pm on the 11<sup>th</sup> of March 2026 and remained posted for at least 3 business days preceding the scheduled of said meeting.

  
Candias Webster, City Secretary



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Administration

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**Subject: Consider Approval of the March 3, 2026 Meeting Minutes**

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**Item Summary:**

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

**Financial Impact:**

N/A.

**Recommendation(s):**

Motion to approve the consent agenda item



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Erin Marshall, Utilities Director

**Department:** Utilities

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**Subject: Consider pay request #34 from Drake Construction for work performed at the Southside WWTP.**

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## **Item Summary:**

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

## **Financial Impact:**

Budgeted Amount: 45,000,000

Original Contract Amount: 40,549,300

Change Order Amount: 815,357.85

New contract Amount: 41,364,657.85

Contract start date: May 15, 2023

Original Substantial Completion: June 3, 2025

Days added to Contract: 258

Previous Payments Total: 35,824,192.61

Previous Amounts Percent: 89.23%

Current Pay Request: 440,625.30

Percent Total with request: 90.17%

## **Recommendation(s):**

Motion to approve consent agenda item.

## **Attachments:**

[MP160 PE No. 34](#)

[MP160 PE No. 34 MOH](#)

## PROGRESS ESTIMATE

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

**Estimate No.:** 34

Date: March 4, 2026

Project: Southside WWTP Improvements

Period: From: 01/26/2026 To: 02/25/2026

Contractor: Drake General Contractors, LLC (Heritage)

Address: 3737 Lamar Ave., Suite 700, Paris, TX 75460

Amount of Contract as Awarded: \$40,549,300.00

Change Orders:

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

Notice to Proceed Date: May 15, 2023

Contract Time: 1008 Days

% Complete (Time): 101.59%

% Complete (\$): 91.17%

Project No: MP.160

PREVIOUS PAYMENTS AUTHORIZED

#1 thru #9	<u>14,783,654.04</u>	
#10 thru 25	<u>16,892,120.55</u>	#33 <u>452,241.80</u>
#26	<u>476,155.62</u>	#34 _____
#27	<u>228,350.23</u>	#35 _____
#28	<u>217,112.04</u>	#36 _____
#29	<u>296,480.18</u>	#37 _____
#30	<u>1,120,888.45</u>	#38 _____
#31	<u>847,436.31</u>	#39 _____
#32	<u>506,753.39</u>	#40 _____
		#41 _____
Total Payments		
Previously Authorized:		<u>\$35,821,192.61</u>

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
<b>SCHEDULE 1.0 - BASE BID</b>								
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	\$1,900,000.00	\$1,900,000.00
1.02	Stormwater Pollution Prevention	LS	1	0.99		0.99	\$15,000.00	\$14,850.00
1.03	Headworks Facility							
1.03A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$290,000.00	\$290,000.00
1.03B	Concrete	LS	1	1.00		1.00	\$250,000.00	\$250,000.00
1.03C	Pipe & Valves	LS	1	1.00		1.00	\$750,000.00	\$750,000.00
1.03D	Major Equipment	LS	1	0.99		0.99	\$1,400,000.00	\$1,386,000.00
1.04	Aeration System							
1.04A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$900,000.00	\$900,000.00
1.04B	Drilled Piers	LS	1	1.00		1.00	\$600,000.00	\$600,000.00
1.04C	Concrete	LS	1	1.00		1.00	\$1,100,000.00	\$1,100,000.00
1.04D	Pipe & Valves	LS	1	1.00		1.00	\$900,000.00	\$900,000.00
1.04E	Major Equipment	LS	1	0.99		0.99	\$1,200,000.00	\$1,188,000.00
1.05	Final Clarifiers 1, 3 & 4							
1.05A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$515,000.00	\$515,000.00
1.05B	Drilled Piers	LS	1	1.00		1.00	\$375,000.00	\$375,000.00
1.05C	Concrete	LS	1	1.00		1.00	\$1,000,000.00	\$1,000,000.00
1.05D	Pipe & Valves	LS	1	1.00		1.00	\$750,000.00	\$750,000.00
1.05E	Major Equipment	LS	1	0.70		0.70	\$1,200,000.00	\$840,000.00
1.06	RAS/WAS Pump Station	LS	1	0.99		0.99	\$703,000.00	\$695,970.00
1.07	Tertiary Filter Improvements	LS	1	0.99		0.99	\$530,600.00	\$525,294.00
1.08	Disinfection System							
1.08A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$368,000.00	\$368,000.00
1.08B	Concrete	LS	1	1.00		1.00	\$1,100,000.00	\$1,100,000.00
1.08C	Pipe, Valves, & Appurtenances	LS	1	1.00		1.00	\$100,000.00	\$100,000.00
1.08D	Major Equipment	LS	1	0.50	0.30	0.80	\$600,000.00	\$480,000.00
1.09	Effluent Lift Station							
1.09A	Excavation, Embedment, & Backfill	LS	1	1.00		1.00	\$271,000.00	\$271,000.00
1.09B	Concrete	LS	1	1.00		1.00	\$600,000.00	\$600,000.00
1.09C	Pumps, Pipe, & Valves	LS	1	0.70	0.20	0.90	\$200,000.00	\$180,000.00
1.10	Outfall Pipeline	LS	1	1.00		1.00	\$6,207,000.00	\$6,207,000.00
1.11	Sludge Dewatering Building	LS	1	0.10		0.25	\$773,000.00	\$193,250.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
1.12	Yard Piping and Plant Drain Lift Station							
1.12A	Yard Piping	LS	1	1.00		1.00	\$853,472.00	\$853,472.00
1.12B	Plant Drain Lift Station: Excavation, Embedment & Backfill	LS	1	1.00		1.00	\$100,000.00	\$100,000.00
1.12C	Plant Drain Lift Station: Concrete	LS	1	1.00		1.00	\$200,000.00	\$200,000.00
1.12D	Plant Drain Lift Station: Major Equipment	LS	1	1.00		1.00	\$200,000.00	\$200,000.00
1.13	Sitework							
1.13A	Demolition & Disposal	LS	1	0.98	0.01	0.99	\$129,000.00	\$127,710.00
1.13B	Trucking & Stockpiling	LS	1	1.00		1.00	\$685,000.00	\$685,000.00
1.13C	Fence & Gate	LS	1	0.00		0.00	\$75,000.00	\$0.00
1.13D	Miscellaneous Metals	LS	1	0.99		0.99	\$340,000.00	\$336,600.00
1.13E	Pavement	LS	1	0.05	0.10	0.15	\$400,000.00	\$60,000.00
1.14	SCADA and Power System Study Allowance	AL	1	1.00		1.00	\$200,000.00	\$200,000.00
1.15	Electrical and Controls							
1.15A	Temporary Power & Dewatering	LS	1	1.00		1.00	\$440,000.00	\$440,000.00
1.15B	MCC Improvements	LS	1	0.80	0.05	0.85	\$1,850,000.00	\$1,572,500.00
1.15C	Generator & ATS	LS	1	0.98	0.01	0.99	\$1,350,000.00	\$1,336,500.00
1.15D	Above Ground Wiring & Conduits	LS	1	0.92	0.03	0.95	\$1,500,000.00	\$1,425,000.00
1.15E	Below Grade & Ductbanks	LS	1	0.95	0.01	0.96	\$1,800,000.00	\$1,728,000.00
1.15F	Lighting	LS	1	0.45	0.20	0.65	\$500,000.00	\$325,000.00
1.15G	Devices, Panels, Flow Meters & Fire Alarm	LS	1	0.75	0.10	0.85	\$1,000,000.00	\$850,000.00
1.16	Trench and Excavation Safety	LS	1	1.00		1.00	\$5,500.00	\$5,500.00
1.17	Miscellaneous Allowance	AL	1	0.00		0.00	*12 \$62,638.88	\$0.00
1.18	Tertiary Filter Allowance	AL	1	0.99		0.99	\$1,362,333.00	\$1,348,709.67
1.19	Care of Water During Construction	LS	1	1.00		1.00	\$1,142,095.00	\$1,142,095.00
<b>SCHEDULE 2.0 - BID ALTERNATES</b>								
2.01	Clarifier No. 2 Rehabilitation	LS	1	0.05		0.05	\$345,300.00	\$17,265.00
2.02	Bar Screens No. 1 and No. 2	LS	1	0.00		0.00	\$476,000.00	\$0.00
2.03	Dewatering Press No. 2	LS	1	0.00	0.05	0.05	\$498,000.00	\$24,900.00
<b>FIELD WORK ORDER No. 1</b>								
*WO1.1	Temporary Electric Conduit Reroute for Sludge Valves	LS	1	1.00		1.00	\$5,424.41	\$5,424.41
<b>FIELD WORK ORDER No. 2</b>								
*WO2.1	Dewatering Press Modifications to Add a Circuit and Booster	LS	1	0.00	1.00	1.00	\$5,117.00	\$5,117.00
<b>FIELD WORK ORDER No. 3</b>								
*WO3.1	Blower Building a Adjustment to avoid existing electrical conduits	LS	1	1.00		1.00	\$10,607.47	\$10,607.47
<b>FIELD WORK ORDER No. 4</b>								
*WO4.1	Remove and replace existing screw pumps with new screw pumps, bypass pumping, gearbox modification for new pumps, commissioning and start up	LS	1	1.00		1.00	\$119,890.00	\$119,890.00
<b>FIELD WORK ORDER No. 5</b>								
*WO5.1	Add approximately 1,000 LF o new fiber and upsize fiber conduits	LS	1	1.00		1.00	\$11,638.00	\$11,638.00
<b>FIELD WORK ORDER No. 6</b>								
*WO6.1	Add Screw Pump Rehabilitation (Evoqua) Additional Cost, Contractor's fee, and Bond	LS	1	1.00		1.00	\$173,418.71	\$173,418.71
<b>FIELD WORK ORDER No. 7</b>								
*WO7.1	Add (3) 3 Pole 30-amp Circuits for Actuating Valves on the Blowers for both Train 1 and Train 2 including Labor and Material	LS	1	1.00		1.00	\$21,218.53	\$21,218.53
<b>FIELD WORK ORDER No. 8</b>								
*WO8.1	Replace cone section of four (4) manholes with a flat top section	LS	1	1.00		1.00	\$2,386.00	\$2,386.00

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

\*Per FWO No. 1; \*\* Per FWO No. 2; \*<sup>3</sup>Per FWO No. 3; \*<sup>4</sup> Per FWO No. 4; \*<sup>5</sup> Per FWO No. 5; \*<sup>6</sup> Per FWO No. 6; \*<sup>7</sup>Per FWO No. 7; \*<sup>8</sup>Per FWO No. 8;

\*<sup>9</sup>Per FWO No. 9; \*<sup>10</sup> Per FWO No. 10; \*<sup>11</sup> Per FWO No. 11; \*<sup>12</sup> Per FWO No. 12

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

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

KSA ENGINEERS, INC.

By



Date

03/04/2026

Approved:

CITY OF MOUNT PLEASANT

By

\_\_\_\_\_

Date

\_\_\_\_\_

Total Amount to Date

\$37,710,334.64

Material on Hand

\$460,000.00

Less 5% Retainage

\$38,170,334.64

\$1,908,516.73

Net Total

\$36,261,817.91

Less Previous Payments

\$35,821,192.61

**Amount Payable to Contractor This Estimate**

**\$440,625.30**

# MATERIALS ON HAND

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

Estimate No.: 34

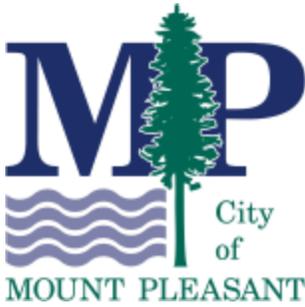
Date: March 4, 2026

Project: Southside WWTP Improvements

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

Item	Description	Received this Period	Original Invoice Amount	Amount Installed to Date	Balance on Hand (\$)
48.	Pump Solutions (Apr Invoice 2024-0332)		\$399,807.00	\$399,807.00	\$0.00
49.	Sequin Fabricators (Apr Invoice 2301104)		\$171,538.00	\$171,538.00	\$0.00
50.	Aqua Aerobics (May Invoice 1041946))		\$187,085.32	\$187,085.32	\$0.00
51.	Walker (May Invoice 025650)		\$173,250.00	\$173,250.00	\$0.00
52.	Pump Soulutions (May Invoice 20240414)		\$117,000.00	\$117,000.00	\$0.00
53.	Hayes Pipe (May Invoices 1055460, 1055902, 1053952, 1056394)		\$61,029.00	\$61,029.00	\$0.00
54.	Seguin (May Invoice 2301105)		\$47,000.00	\$47,000.00	\$0.00
55.	Hartmann (May Invoices 761841, 763623)		\$18,000.63	\$18,000.63	\$0.00
56.	Hartman (Jun Invoice 766290)		\$5,771.00	\$5,771.00	\$0.00
57.	Municipal Valve & Equip (Jun Invoice 30777)		\$7,200.00	\$7,200.00	\$0.00
58.	H&K Electric (Jun Invoice S9292708.001)		\$566,351.28	\$566,351.28	\$0.00
59.	Inovair (Jul Invoice 373781)		\$345,042.00	\$345,042.00	\$0.00
60.	CED - H&K (Aug Inv. 1014288,10143091014320,13276.60)		\$91,315.53	\$91,315.53	\$0.00
61.	Crawford-H&K (Aug Inv. 12117917.003,12117918.002,12117919.002,12219293.02)		\$49,864.72	\$49,864.72	\$0.00
62.	Elliott- H&K (Aug Inv. 30-98792-01)		\$12,710.30	\$12,710.30	\$0.00
63.	Hartmen (Aug Inv. 775274,774504)		\$50,674.73	\$50,674.73	\$0.00
64.	Hayes Pipe (Aug Inv. 1072177, 1072898, 1076853)		\$23,290.00	\$23,290.00	\$0.00
65.	Huber (Aug Inv. II10007747)		\$125,000.00	\$125,000.00	\$0.00
66.	Lindsey - H&K (Aug Inv. 157819)		\$39,573.00	\$39,573.00	\$0.00
67.	WES - H&K (Aug Inv. 512171.001,8528638.007,8528638.009,8528638.013)		\$48,293.04	\$48,293.04	\$0.00
68.	WES - H&K (Aug Inv. 8528638.017,8528638.021,8528638.027,8601278.001))		\$101,470.70	\$101,470.70	\$0.00
69.	Alliance (Sept. Inv. 001549, 001512)		\$81,220.00	\$81,220.00	\$0.00
70.	Global (Sept. Inv. 45997-1, 45997-3, 45997-2)		\$164,472.10	\$104,472.10	\$60,000.00
71.	Municipal Valve (Sept. Inv. 31399)		\$10,902.00	\$10,902.00	\$0.00
72.	Nixon-H&K (Sept. Inv. S23-6906-1)		\$315,200.00	\$315,200.00	\$0.00
73.	WES-H&K (Sept. Inv. S8528638.035)		\$79,258.10	\$79,258.10	\$0.00
74.	Hartmen (Oct Inv. 782458)		\$9,185.15	\$9,185.15	\$0.00
75.	Hayes (Oct Inv. 1083672)		\$9,964.00	\$9,964.00	\$0.00
76.	Municipal Valve (Oct Inv. 31746)		\$22,800.00	\$22,800.00	\$0.00
77.	Veolia (Nov Inv 24004808 RI 05000)		\$160,588.00	\$100,588.00	\$0.00
78.	Environmental Imp. (Dec Inv 1983ENV.101)		\$167,440.90	\$67,440.90	\$100,000.00
79.	Global Treat (Dec Inv 45997-6)		\$9,002.50	\$9,002.50	\$0.00
80.	Huber (Dec Inv II10008020)		\$512,977.09	\$512,977.09	\$0.00
81.	Inovair (Dec Inv 378975)		\$46,011.00	\$46,011.00	\$0.00
82.	Inovair (Dec Inv 380013)		\$58,233.00	\$58,233.00	\$0.00
83.	Hayes (Jan Inv 1099083)		\$25,118.00	\$25,118.00	\$0.00
84.	Municipal Valve (Feb Inv 41393B30879)		\$13,506.01	\$13,506.01	\$0.00
85.	Municipal Valve (Feb Inv 41393B31243)		\$6,211.46	\$6,211.46	\$0.00
86.	Global Treat (Mar Inv 45997-5)		\$91,361.00	\$91,361.00	\$0.00
87.	Municipal Valve (Mar Inv 41393B31592)		\$68,149.31	\$68,149.31	\$0.00
88.	Hayes Pipe (Mar Inv 1107878)		\$13,224.04	\$13,224.04	\$0.00
89.	Hayes Pipe (Jul Inv 1127337,1129415,1129416)		\$21,693.00	\$21,693.00	\$0.00
90.	Industrial Corrosion (August Invoice 3373)		\$5,490.00	\$5,490.00	\$0.00
91.	Evoqua (August Invoice 2258)		\$123,191.00	\$123,191.00	\$0.00
92.	Walker (October Invoices)		\$376,656.00	\$76,656.00	\$300,000.00

**\$460,000.00**



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Erin Marshall, Utilities Director

**Department:** Utilities

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**Subject: Consider pay request #17 from Wicker Construction for work performed at the West Loop Waste Water Collection.**

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## **Item Summary:**

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

## **Financial Impact:**

Budgeted Amount: 14,000,000

Contract Amount: 9,816,351

Contract start date: September 3, 2024

Substantial Completion: April 6, 2026

Previous Payments Total: 8,203,092.35

Previous Amounts Percent: 85.43%

Current Pay Request: 444,073.32

Percent Total with request: 92.43%

Percent of time: 94.14%

## **Recommendation(s):**

Motion to approve consent agenda item.

## **Attachments:**

[MP162 PE No. 17](#)

**PROGRESS ESTIMATE**

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

**Estimate No.:** 17

Date: March 3, 2026

Project: West Loop Wastewater Collection Improvements

Period: From: 01/26/2026 To: 02/25/2026

Contractor: Wicker Construction, Inc.

Address: PO Box 6765, Shreveport, LA 71136

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

Notice to Proceed Date: September 3, 2024

Contract Time: 580 Days

% Complete (Time): 94.14%

% Complete (\$): 92.73%

Project No: MP.162

Change Orders:

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

Total Change Orders: \$0.00

Total Adjusted Contract: \$9,816,351.10

PREVIOUS PAYMENTS AUTHORIZED

#1	<u>170,762.50</u>	#10	<u>403,531.21</u>
#2	<u>296,160.60</u>	#11	<u>470,202.79</u>
#3	<u>2,273,154.76</u>	#12	<u>552,995.14</u>
#4	<u>427,953.24</u>	#13	<u>938,123.48</u>
#5	<u>319,068.57</u>	#14	<u>155,012.07</u>
#6	<u>410,942.51</u>	#15	<u>322,693.77</u>
#7	<u>334,414.82</u>	#16	<u>189,201.48</u>
#8	<u>475,061.18</u>	#17	_____
#9	<u>463,814.23</u>	#18	_____

Total Payments Previously Authorized: \$8,203,092.35

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
<b>BASE BID</b>								
1.01	Mobilization, Insurance, and Bonding	LS	1	1.00		1.00	\$485,000.00	\$485,000.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	1.00		1.00	\$15,000.00	\$15,000.00
1.03	Storm Water Pollution Prevention	LS	1	1.00		1.00	\$2,000.00	\$2,000.00
1.04	Care of Water During Construction	LS	1	1.00		1.00	\$2,500.00	\$2,500.00
1.05	Temporary Bypass Pumping	LS	1	0.00		0.00	\$1,500.00	\$0.00
1.06	Gravity Sewer Line and Manhole Testing	LS	1	0.75	0.25	1.00	\$17,500.00	\$17,500.00
1.07	Force Main Testing	LS	1	1.00		1.00	\$5,000.00	\$5,000.00
1.08	Excavation Safety	LS	1	1.00		1.00	\$5,000.00	\$5,000.00
1.09	Trench Safety	LF	41,954	40,662.00	1,126.00	41,788.00	\$0.65	\$27,162.20
1.10	6-in SDR 21 PVC Force Main	LF	51	45.00		45.00	\$111.00	\$4,995.00
1.11	6-in SDR 21 Restrained Joint PVC Force Main	LF	43	43.00		43.00	\$69.00	\$2,967.00
1.12	6-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	68	68.00		68.00	\$85.00	\$5,780.00
1.13	8-in SDR 21 PVC Force Main	LF	9,730	9,730.00		9,730.00	\$64.00	\$622,720.00
1.14	8-in SDR 21 Restrained Joint PVC Sanitary Sewer Line	LF	1,044	1,044.00		1,044.00	\$62.00	\$64,728.00
1.15	8-in SDR 21 Restrained Joint PVC Sanitary Sewer by Wet Bore	LF	260	260.00		260.00	\$182.00	\$47,320.00
1.16	12-in SDR 26 PVC Sanitary Sewer Line	LF	8,636	8,536.00		8,536.00	\$79.00	\$674,344.00
1.17	12-in SDR 26 Restrained Joint PVC Sanitary Sewer Line	LF	1,455	1,415.00	40.00	1,455.00	\$85.00	\$123,675.00
1.18	18-in PS 115 PVC Sanitary Sewer Line (0FT to 8FT Open Cut)	LF	12,316	11,640.00	676.00	12,316.00	\$98.00	\$1,206,968.00
1.19	18-in PS 115 PVC Sanitary Sewer Line (8FT to 12FT Open Cut)	LF	7,040	7,040.00		7,040.00	\$103.00	\$725,120.00
1.20	18-in PS 115 PVC Sanitary Sewer Line (>12FT Open Cut)	LF	3,410	3,410.00		3,410.00	\$108.00	\$368,280.00
1.21	18-in PS 115 Restrained Joint PVC Sanitary Sewer Line	LF	1,601	1,191.00	410.00	1,601.00	\$143.00	\$228,943.00
1.22	12-in Steel Encasement by Dry Bore	LF	106	106.00		106.00	\$260.00	\$27,560.00
1.23	16-in Steel Encasement by Open Cut	LF	341	390.00		390.00	\$115.00	\$44,850.00
1.24	16-in Steel Encasement by Dry Bore	LF	544	544.00		544.00	\$410.00	\$223,040.00
1.25	16-in Steel Encasement by Open Cut with Pipe Supports	LF	240	220.00		220.00	\$145.00	\$31,900.00
1.26	24-in Steel Encasement by Open Cut	LF	100	60.00	40.00	100.00	\$210.00	\$21,000.00
1.27	24-in Steel Encasement by Dry Bore	LF	774	843.00		843.00	\$628.00	\$529,404.00
1.28	24-in Steel Encasement by Open Cut with Pipe Supports	LF	460	620.00		620.00	\$240.00	\$148,800.00
1.29	30-in Steel Encasement by Open Cut	LF	320	320.00		320.00	\$255.00	\$81,600.00
1.30	30-in Steel Encasement by Dry Bore	LF	1,067	665.00	410.00	1,075.00	\$720.00	\$774,000.00
1.31	30-in Steel Encasement by Open Cut with Pipe Supports	LF	80	140.00		140.00	\$310.00	\$43,400.00
1.32	30-in Steel Encasement by Dry Bore at Railroad Crossing	LF	120	120.00		120.00	\$1,145.00	\$137,400.00
1.33	48-in Sanitary Sewer Manhole (0FT to 8FT Deep)	EA	88	83.00	2.00	85.00	\$8,750.00	\$743,750.00
1.34	Extra Depth for Manholes	VF	225	204.49	14.51	219.00	\$620.00	\$135,780.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
1.35	60-in Sanitary Sewer Manhole	EA	6	5.00	1.00	6.00	\$12,128.00	\$72,768.00
1.36	Drop Piping for Manholes	EA	10	7.00		7.00	\$7,039.00	\$49,273.00
1.37	Combination Air Valve	EA	4	5.00		5.00	\$3,150.00	\$15,750.00
1.38	8-in Plug Valve	EA	4	4.00		4.00	\$2,520.00	\$10,080.00
1.39	Cut, Plug, and Abandon Existing Sewer Line	EA	10	0.00		0.00	\$895.00	\$0.00
1.40	Connect to Existing Sewer Line	EA	5	0.00		0.00	\$2,593.00	\$0.00
1.41	Long Side Sewer Service	EA	7	6.00		6.00	\$3,365.00	\$20,190.00
1.42	Short Side Sewer Service	EA	4	0.00		0.00	\$1,689.00	\$0.00
1.43	Remove and Replace Barbed Wire Fence	LF	610	290.00		290.00	\$17.00	\$4,930.00
1.44	Install Access Gate	E	13	6.00	7.00	13.00	\$950.00	\$12,350.00
1.45	Open Cut and Repair Asphalt	SY	262	137.17		137.17	\$85.00	\$11,659.45
1.46	Open Cut and Repair Concrete	SY	132	179.75		179.75	\$100.00	\$17,975.00
1.47	Open Cut and Repair Gravel	SY	186	0.00		0.00	\$45.00	\$0.00
1.48	24-in RCP Culvert	LF	66	96.00		96.00	\$140.00	\$13,440.00
1.49	Type R Rock Rip Rap	CY	132	132.00		132.00	\$240.00	\$31,680.00
1.50	Demolish Existing Lift Station and Appurtenances	EA	3	0.00		0.00	\$12,500.00	\$0.00
1.51	FM 127 Lift Station and Appurtenances	LS	1	0.85	0.05	0.90	\$294,000.00	\$264,600.00
1.52	FM 271 Lift Station and Appurtenances	LS	1	0.85	0.05	0.90	\$290,000.00	\$261,000.00
1.53	6-ft Tall Intruder Resistant Chain Link Fence	LF	264	0.00		0.00	\$50.00	\$0.00
1.54	All Weather Access	SY	620	0.00		0.00	\$48.00	\$0.00
1.55	Electrical Improvements	LS	1	0.60	0.10	0.70	\$283,000.00	\$198,100.00
1.56	Filter Fabric Fence	LF	15,000	4,800.00		4,800.00	\$3.00	\$14,400.00
1.57	Foundation Material for Unstable Trench	CY	7,770	7,569.00		7,569.00	\$1.00	\$7,569.00
1.58	Erosion Control Matting	SY	500	0.00		0.00	\$5.00	\$0.00
1.59	Temporary Creek Crossing	EA	1	2.00		2.00	\$20,650.00	\$41,300.00
1.60	Seed and Fertilize	AC	37	18.17	13.83	32.00	\$850.00	\$27,200.00
1.61	Clearing Grubbing	AC	37	37.00		37.00	\$4,500.00	\$166,500.00
1.62	Special Provisions for Landowners	LS	1	1.00		1.00	\$5,000.00	\$5,000.00
1.63	Miscellaneous Allowance	AL	1	0.00		0.00	***\$351,546.00	\$0.00
1.64	Railroad Flagman, Observation, and Survey Allowance	AL	1	0.55		0.55	\$200,000.00	\$109,215.00
1.65	Remove and Dispose of Existing Sanitary Sewer Line	LF	922	0.00		0.00	\$17.00	\$0.00
<b>FIELD WORK ORDER No. 1</b>								
*WO1.1	12-In Sewer Bore under Redfern Driveway and Trees at	LF	60	60.00		60.00	\$300.00	\$18,000.00
<b>FIELD WORK ORDER No. 2</b>								
**WO2.1	Install 6-in SDR 26 PVC Gravity Sewer Main by Open Cut	LF	160	0.00		0.00	\$72.00	\$0.00
**WO2.2	Install 6-in SDR 26 PVC Gravity Sewer Main by Bore (Under Driveway)	LF	40	0.00		0.00	\$178.00	\$0.00
<b>FIELD WORK ORDER No. 3</b>								
***WO3.1	Mobilization/Demobilization	LS	1	1.00		1.00	\$7,500.00	\$7,500.00
***WO3.2	24-in C900 DR18 PVC Raw Water Main (6 to 8 ft Depth)	LF	500	500.00		500.00	\$235.00	\$117,500.00
***WO3.3	24-in Tie-in to Existing Ductile Iron Raw Water Main	EA	2	2.00		2.00	\$7,957.00	\$15,914.00
***WO3.4	Remove 1-in Air Release Valve and Install 4-in Air	EA	1	1.00		1.00	\$7,200.00	\$7,200.00
***WO3.5	ROW Restoration and Seeding	LS	1	1.00		1.00	\$700.00	\$700.00
***WO3.6	SWPPP-Erosion Contrao (Silt Fence)	LS	1	1.00		1.00	\$500.00	\$500.00
***WO3.7	Dispose of Existing 24-in Raw Water Main	LF	500	500.00		500.00	\$5.00	\$2,500.00

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

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

KSA ENGINEERS, INC.

By		Total Amount to Date	\$9,102,279.65
Date	3/4/2025	Material on Hand	\$0.00
Approved:	CITY OF MOUNT PLEASANT	Less 5% Retainage	\$455,113.98
By		Net Total	\$8,647,165.67
Date		Less Previous Payments	\$8,203,092.35
<b>Amount Payable to Contractor This Estimate</b>			<b>\$444,073.32</b>



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Erin Marshall, Utilities Director

**Department:** Utilities

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**Subject: Consider pay request #10 from J2 Construction for work performed at the Industrial Park Lift Station.**

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**Item Summary:**

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

**Financial Impact:**

Budgeted Amount: 2,600,000

Contract Amount: 1,440,242

Contract start date: April 7, 2025

Substantial Completion: January 2, 2026

Previous Payments Total: 1,275,081.45

Previous Amounts Percent: 93.19%

Current Pay Request: 9,963.60

Percent Total with request: 94.19%

Percent of time: 100%

**Recommendation(s):**

Motion to approve consent agenda item.

**Attachments:**

[102055 PE No. 10](#)



a Pape-Dawson company

**PROGRESS ESTIMATE**

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

Estimate No.: 10

Date: March 2, 2026  
Project: Industrial Lift Station and Force Main  
Period: From: 02/01/2026 To: 02/28/2026  
Contractor: J 2 Construction Services, LLC  
Address: 3603 Brent Rd., Longview TX 75604  
Amount of Contract as Awarded: \$1,440,272.00

Change Orders:  
# 1 \$ \_\_\_\_\_ # 6 \$ \_\_\_\_\_  
# 2 \$ \_\_\_\_\_ # 7 \$ \_\_\_\_\_  
# 3 \$ \_\_\_\_\_ # 8 \$ \_\_\_\_\_  
# 4 \$ \_\_\_\_\_ # 9 \$ \_\_\_\_\_  
# 5 \$ \_\_\_\_\_ #10 \$ \_\_\_\_\_

Total Change Orders: \$0.00  
Total Adjusted Contract: \$1,440,272.00

Notice to Proceed Date: April 7, 2025  
Contract Time: 300 Days  
% Complete (Time): 109.67%  
% Complete (\$): 93.92%  
Project No: 102055

PREVIOUS PAYMENTS AUTHORIZED

#1	242,303.68	#10	_____
#2	80,076.07	#11	_____
#3	111,110.19	#12	_____
#4	78,212.03	#13	_____
#5	183,318.33	#14	_____
#6	165,262.48	#15	_____
#7	294,657.85	#16	_____
#8	84,589.43	#17	_____
#9	35,551.39	#18	_____

Total Payments  
Previously Authorized: \$1,275,081.45

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price (\$)	Value of Completed Work (\$)
<b>SCHEDULE 1 - GENERAL</b>								
1.01	Mobilization, Insurance, Bonds	LS	1	1.00		1.00	\$47,600.00	\$47,600.00
1.02	Barricades, Signs, and Traffic Handling	LS	1	1.00		1.00	\$7,950.00	\$7,950.00
1.03	Clearing and Grubbing	AC	1	1.00		1.00	\$26,700.00	\$26,700.00
1.04	Force Main Testing	LS	1	1.00		1.00	\$13,000.00	\$13,000.00
1.05	Temporary Bypass Pumping	LS	1	1.00		1.00	\$91,200.00	\$91,200.00
1.06	Care of Water During Construction	LS	1	1.00		1.00	\$2,200.00	\$2,200.00
1.07	Stormwater Pollution Prevention	LS	1	1.00		1.00	\$13,650.00	\$13,650.00
1.08	Excavation Safety	LS	1	1.00		1.00	\$2,200.00	\$2,200.00
1.09	Trench Safety	LF	7,790	7,790.00		7,790.00	\$0.50	\$3,895.00
1.10	Demo Existing Lift Station Site	LS	1	1.00		1.00	\$14,300.00	\$14,300.00
1.11	Foundation Material for Trench	CU	1,400	0.00		0.00	\$49.00	\$0.00
1.12	8-in SDR 21 PVC Force Main	LF	***7,075	7,075.00		7,075.00	\$38.00	\$268,850.00
1.13	8-in SDR 21 Restrainted Joint PVC Force Main by Directional Drill	LF	***1,611	1,611.00		1,611.00	\$81.00	\$130,491.00
1.14	Air Release Valve	EA	6	6.00		6.00	\$1,950.00	\$11,700.00
1.15	Cut, Plug, and Abandon Existing Force Main	EA	4	4.00		4.00	\$1,324.00	\$5,296.00
1.16	8-in Plug Valve Assembly	EA	5	5.00		5.00	\$4,305.00	\$21,525.00
1.17	Open Cut and Repair Asphalt	SY	***216	261.00		261.00	\$57.00	\$14,877.00
1.18	Open Cut and Repair Concrete	SY	18	18.00		18.00	\$263.00	\$4,734.00
1.19	Open Cut and Repair Gravel	SY	***63	368.00		368.00	\$27.00	\$9,936.00
1.20	Remove and Replace Barbed Wire Fence	LF	40	40.00		40.00	\$32.00	\$1,280.00
1.21	Connect to Existing Force Main	EA	1	1.00		1.00	\$8,950.00	\$8,950.00
1.22	Existing Air Releases Valve Abandonment	EA	3	3.00		3.00	\$395.00	\$1,185.00
1.23	Sanitary Lift Station Improvements	LS	1	1.00		1.00	\$359,360.00	\$359,360.00
1.24	Lift Station Coating System	LS	1	1.00		1.00	\$44,000.00	\$44,000.00
1.25	2,000 LBS Capacity Electric Crane	EA	1	1.00		1.00	\$16,450.00	\$16,450.00
1.26	Wooden Privacy Fence with Gates	LF	105	105.00		105.00	\$74.00	\$7,770.00
1.27	Asphalt Driveway at Lift Station	SY	138	0.00	138.00	138.00	\$76.00	\$10,488.00
1.28	100-kW Generator	LS	1	1.00		1.00	\$85,155.00	\$85,155.00
1.29	Electrical Improvements	LS	1	1.00		1.00	\$84,735.00	\$84,735.00
1.30	Electrical Power System Studies	LS	1	1.00		1.00	\$8,925.00	\$8,925.00
1.31	Seed and Fertilize	AC	2	2.00		2.00	\$2,260.00	\$4,520.00
1.32	Miscellaneous Allowance	AL	1	0.00		0.00	5*\$22,837.00	\$0.00
***1.33	Cost of Sleeves and Restraints	LS	1	0.00		0.00	\$6,945.00	\$0.00

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

\*Per FWO No. 1; \*\*Per FWO No. 2; \*\*\* Per FWO No. 3; \*\*\*\*Per FWO No. 4; <sup>5</sup>Per FWO No. 5

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

KSA ENGINEERS, INC.		Total Amount to Date	\$1,352,679.00
By		Material on Hand	\$0.00
Date	<u>03/02/2026</u>		\$1,352,679.00
Approved:	CITY OF MOUNT PLEASANT	Less 5% Retainage	\$67,633.95
By	_____	Net Total	\$1,285,045.05
Date	_____	Less Previous Payments	\$1,275,081.45
		<b>Amount Payable to Contractor This Estimate</b>	<b>\$9,963.60</b>



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Gillian Gatewood, Finance Director

**Department:** Finance

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**Subject: Consider Ordinance 2026-7 a Budget amendment increasing allocations in the General and Utility fund for the recruitment of a permanent Finance Director using Excess Fund Balance.**

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**Item Summary:**

Our current Finance Director is leaving, and we will need to adjust the budget to allow us to hire another Finance Director.

**Financial Impact:**

Increase allocation in the Fiscal Year 2025-2026 Budget to increase allocations in the General and Utility fund for the recruitment of a permanent Finance Director using Excess Fund Balance.

**Recommendation(s):**

Motion to approve the consent agenda item

**Attachments:**

[Ordinance 2026-7 Amending Budget-Fin Dir Recruitment](#)  
[BA ORD2026-7 Permanent Finance Dir Recruitment](#)

**CITY OF MOUNT PLEASANT, TEXAS  
ORDINANCE NO. 2026-7**

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

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

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

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

**WHEREAS**, the City Council of the City of Mount Pleasant desires to amend the budget to add allocations to the General and Utility fund for the recruitment of a permanent Finance Director using Excess Fund Balance.

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

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

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

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

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

**APPROVED:**

**ATTEST:**

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**Wesley Lyon, Mayor**

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**Candias Webster, City Secretary**

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

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

**Purpose:**

**To add allocations to the General and Utility fund for the recruitment of a permanent  
Finance Director using Excess Fund Balance**

**INCREASE**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
100-65110-102	CONTRACTUAL AND FEE SERVICES	7,094.00
300-65110-102	CONTRACTUAL AND FEE SERVICES	7,094.00

**DECREASE**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
100-59000-000	FUND BALANCE CARRYOVER	7,094.00
300-59000-000	FUND BALANCE CARRYOVER	7,094.00

	<u>3/5/2026</u>	<u>FINANCE/ADMIN</u>
<i>Signature of Department Director</i>	<i>Date Signed</i>	<i>Department</i>
		<u>3/5/2026</u>
<i>Finance Department Certification of available funds</i>		<i>Date Certified</i>

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

	<u>0305-2026</u>
<i>City Manager</i>	<i>Date Approved</i>
	
<i>Finance Director</i>	<i>Date Posted by Finance</i>

2026-7  
*Ordinance Number*



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Gillian Gatewood, Finance Director

**Department:** Finance

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**Subject: Consider Ordinance 2026-8 a Budget amendment increasing allocations in the General and Utility fund for the placement of an interim Finance Director using Savings from FT Salaries and Excess Fund Balance**

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**Item Summary:**

We are increasing the budget to allow for an interim to step in

**Financial Impact:**

Increase allocation in the Fiscal Year 2025-2026 Budget to increase allocations in the General and Utility fund for the placement of an interim Finance Director using Savings from FT Salaries and Excess Fund Balance

**Recommendation(s):**

Motion to approve the consent agenda item

**Attachments:**

[Ordinance 2026-8 Amending Budget-Interim Fin Dir](#)  
[BA ORD2026-8 Interim Finance Dir](#)

**CITY OF MOUNT PLEASANT, TEXAS  
ORDINANCE 2026-8**

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

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

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

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

**WHEREAS**, the City Council of the City of Mount Pleasant desires to amend the budget to add allocations to the General and Utility fund for the placement of an interim Finance Director using Savings from FT Salaries and Excess Fund Balance.

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

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

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

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

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

**APPROVED:**

**ATTEST:**

---

**Wesley Lyon, Mayor**

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**Candias Webster, City Secretary**

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

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

**Purpose:**

**To add allocations to the General and Utility fund for the placement of an interim  
Finance Director using Savings from FT Salaries and Excess Fund Balance**

**INCREASE**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
100-65110-102	CONTRACTUAL AND FEE SERVICES	35,000.00
300-65110-102	CONTRACTUAL AND FEE SERVICES	35,000.00
100-59000-000	FUND BALANCE CARRYOVER	29,000.00
300-59000-000	FUND BALANCE CARRYOVER	29,000.00

**DECREASE**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
100-61010-102	FULL TIME SALARIES	6,000.00
300-61010-131	FULL TIME SALARIES	6,000.00

*[Signature]* 3/5/2026 FINANCE/ADMIN  
*Signature of Department Director* *Date Signed* *Department*

*[Signature]* 3/5/2026 Date Certified  
*Finance Department Certification of available funds* *Date Certified*

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

*[Signature]* 0505 2026  
City Manager Date Approved

*[Signature]* Date Posted by Finance  
Finance Director

2026-8  
Ordinance Number



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Gillian Gatewood, Finance Director

**Department:** Finance

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**Subject: Consider Ordinance 2026-9 a Budget amendment increasing allocations for the Façade Grant to cover payment from the prior fiscal year.**

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**Financial Impact:**

Increase allocation in the Fiscal Year 2025-2026 Budget to increase allocations to the Civic Center fund to cover Façade grant payment from Prior Year paid in Current Year.

**Recommendation(s):**

Motion to approve the consent agenda item

**Attachments:**

[Ordinance 2026-9 Amending Budget-Main Street Façade BA ORD2026-9 Façade Grant](#)

**CITY OF MOUNT PLEASANT, TEXAS  
ORDINANCE 2026-9**

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

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

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

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

**WHEREAS**, the City Council of the City of Mount Pleasant desires to amend the budget to increase allocations to the Civic Center fund to cover Façade grant payment from Prior Year paid in Current Year.

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

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

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

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

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

**APPROVED:**

**ATTEST:**

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**Wesley Lyon, Mayor**

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**Candias Webster, City Secretary**

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

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

Purpose:

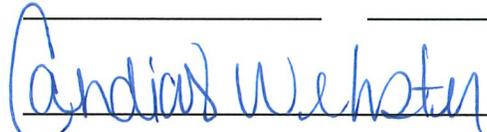
To increase allocations to the Civic Center fund to cover  
Façade grant payment from Prior Year paid in Current Year.

**INCREASE**

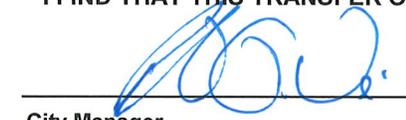
<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
570-65550-420	FAÇADE GRANT	10,000.00

**DECREASE**

<u>ACCOUNT NO.</u>	<u>ACCOUNT TITLE</u>	<u>AMOUNT</u>
570-59000-000	FUND BALANCE CARRYOVER	10,000.00

	3/5/2026	ADMIN
<i>Signature of Department Director</i>	<i>Date Signed</i>	<i>Department</i>
	3/5/2026	3/5/2026
<i>Finance Department Certification of available funds</i>		<i>Date Certified</i>

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

	
<i>City Manager</i>	<i>Date Approved</i>
	
<i>Finance Director</i>	<i>Date Posted by Finance</i>

2026-9  
*Ordinance Number*



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Department:**

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**Subject:** Consider Resolution 2026-6 an action to suspend the effective date proposed by CenterPoint Energy Resources Corp. D/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, Beaumont/East Texas division, to increase rates under the gas reliability infrastructure program, for 45 days, and authorize the city's continued participation in a coalition of cities known as the "alliance of CenterPoint municipalities" ("acm") of cities.

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## **Item Summary:**

On or about February 17, 2026, CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP") (Gas Utility Regulatory Act, § 104.301). CenterPoint's application if approved by the Commission, will result in an increase in the monthly customer charges. Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

## **Financial Impact:**

N/A

## **Recommendation(s):**

Motion to approve the consent agenda item

## **Attachments:**

[CenterPoint-GRIP-2026-Beaumont\\_E. Tx Div-Suspension-Resolution-ACM-AIS-FINAL-022826](#)

[Resolution 2026-6 CenterPoint-GRIP-2026-Beaumont\\_E. Tx Div-Suspension](#)

**AGENDA INFORMATION SHEET**

**AGENDA ITEM NO. \_\_\_\_\_**

**ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS, BEAUMONT/EAST TEXAS DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM, FOR 45 DAYS, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE “ALLIANCE OF CENTERPOINT MUNICIPALITIES” (“ACM”) OF CITIES**

**ALLIANCE OF CENTERPOINT MUNICIPALITIES**

The City is a member of the Alliance of CenterPoint Municipalities (“ACM”). ACM was organized by a number of municipalities served by CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, Beaumont/East Texas Division (“CenterPoint”) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by CenterPoint.

**“GRIP” RATE APPLICATION**

Under section 104.301 of the Gas Utility Regulatory Act (“GURA”), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities’ filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court’s opinion has severely limited a city’s ability to perform a meaningful review of a gas-utility’s GRIP filing.

**CENTERPOINT’S “GRIP” APPLICATION**

On or about February 17, 2026, CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”) (Gas Utility Regulatory Act, § 104.301).

CenterPoint’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2026 Interim Rate Adjustment</b>	<b>Adjusted Charge</b>	<b>Increase Per Bill</b>
R-2099-I-GRIP 2026; R-2099-U-GRIP 2026 Residential	\$27.86 per customer per month	\$2.47 per customer per month	\$30.33 per customer per month	\$2.47 per customer per month
GSS-2099-I-GRIP 2026; GSS-2099-U-GRIP 2026 General Service Small	\$53.12 per customer per month	\$4.18 per customer per month	\$57.30 per customer per month	\$4.18 per customer per month
GSLV-630-I-GRIP 2026; GSLV-630-U-GRIP 2026 General Service Large Volume	\$290.89 per customer per month	\$55.23 per customer per month	\$346.12 per customer per month	\$55.23 per customer per month

CenterPoint’s proposed increase results in the following percentage increases in a customer’s fixed customer charge in its Houston Division:

Residential Customer: 8.7% increase in customer charge  
Commercial Customer: 7.9% increase in customer charge  
General Service – Large Volume: 19.0% increase in customer charge

**REVIEW AND ACTION RECOMMENDED**

Although the City’s ability to review and effectuate a change in CenterPoint’s requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint’s current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint’s proposed effective date of April 18, 2026 for forty-five days, so that the City can evaluate whether the data and calculations in CenterPoint’s rate application are correctly done.

Therefore, ACM’s Special Counsel, the law firm of Herrera Law & Associates, PLLC recommends that the City adopt a resolution suspending CenterPoint’s proposed effective date for 45 days. Assuming a proposed effective date of April 18, 2026, CenterPoint’s proposed effective date is suspended until June 2, 2026.

**RESOLUTION 2026-6**

**A RESOLUTION BY THE CITY OF MOUNT PLEASANT, TEXAS, (“CITY”) REGARDING THE INTERIM RATE ADJUSTMENT APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS, BEAUMONT/EAST TEXAS DIVISION, FOR THE 12 MONTH PERIOD ENDING DECEMBER 31, 2025.**

**WHEREAS**, on or about February 17, 2026, CenterPoint Energy Resources Corp. d/b/a/ CenterPoint Energy Entex and CenterPoint Energy Texas Gas, Beaumont/East Texas Division (“CenterPoint”) filed an application for an interim rate adjustment/Gas Reliability Infrastructure Program (“GRIP”), which if approved, results in an increase in the monthly customer charges as follows:

<b>Rate Schedule</b>	<b>Current Customer Charge</b>	<b>Proposed 2026 Interim Rate Adjustment</b>	<b>Adjusted Charge</b>	<b>Increase Per Bill</b>
R-2099-I-GRIP 2026; R-2099-U-GRIP 2026 Residential	\$27.86 per customer per month	\$2.47 per customer per month	\$30.33 per customer per month	\$2.47 per customer per month
GSS-2099-I-GRIP 2026; GSS-2099-U-GRIP 2026 General Service Small	\$53.12 per customer per month	\$4.18 per customer per month	\$57.30 per customer per month	\$4.18 per customer per month
GSLV-630-I-GRIP 2026; GSLV-630-U-GRIP 2026 General Service Large Volume	\$290.89 per customer per month	\$55.23 per customer per month	\$346.12 per customer per month	\$55.23 per customer per month

and

**WHEREAS**, the City has a responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

**WHEREAS**, the application to increase rates by CenterPoint is complex; and

**WHEREAS**, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in CenterPoint’s rate application are in accordance with the Section 104.301 of the Gas Utility Regulatory Act; and

**WHEREAS**, the effective date proposed by CenterPoint is April 18, 2026 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 2, 2026.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS THAT:**

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

**Section 2.** The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

**Section 3.** The City shall continue its participation with other cities that are part of a coalition of cities known as the Alliance of CenterPoint Municipalities (“ACM”).

**Section 4.** The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint’s application to increase rates.

**Section 5.** To the extent allowed by law, CenterPoint is ordered to pay the City’s reasonable rate case expenses incurred in response to CenterPoint’s rate increase application within 30 days of receipt of invoices for such expenses.

**Section 6.** A copy of this Resolution shall be transmitted to ACM’s Special Counsel, Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703 or via email to [aherrera@herreralawpllc.com](mailto:aherrera@herreralawpllc.com).

**Section 7.** The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

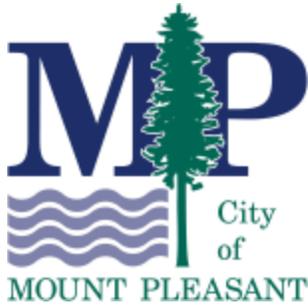
**Section 8.** This resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY**



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Guadalupe Herrera, Library Director

**Department:** Library

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**Subject: Consider Ordinance 2026-10 a Budget amendment for a \$750.00 scholarship from the Public Library Association.**

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**Item Summary:**

The Director of the Mount Pleasant Public Library has been awarded a scholarship to the Public Library Association 2026 conference. The scholarship includes a complimentary full conference registration; payment of \$750.00 to be used as a travel stipend; a year-long membership to the American Library Association (ALA) and Public Library Association.

**Financial Impact:**

The funds awarded (\$750.00) from this grant will be used towards travel expenses, such as hotel and airfare.

**Recommendation(s):**

Motion to approve the consent agenda item

# **Memorandum**

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**TO:** Library  
**FROM:** Guadalupe Herrera  
**DATE:** City Council - Mar 17 2026

**SUBJECT:**

Presentation and Consider Ordinance 2026-10 a Budget amendment for a \$750.00 scholarship from Public Library Association to the Mount Pleasant Public Library to attend the Public Library Association 2026 conference.

**BACKGROUND:**

The Director of the Mount Pleasant Public Library has been awarded a scholarship to the Public Library Association 2026 conference, an opportunity to explore leadership and career development opportunities. The scholarship includes a complimentary full conference registration; payment of \$750.00 to be used as a travel stipend; a year-long membership to the American Library Association (ALA) and Public Library Association.

**STATUS OF ISSUE:**

The funds will be received in the form of an ACH. The budget modifications and check deposit are awaiting Council approval.

**BUDGET:**

The funds awarded from this grant will be used towards travel expenses, such as hotel and airfare.

**OPTIONS:**

Motion to approve the consent agenda item

**RECOMMENDATION:**

Staff recommends the approval Ordinance 2026-10 amending the fiscal year 2025-2026 budget for library grant funds.

**Attachments:**

[Ordinance 2026-10 Amending Budget-PLA Library Scholarship](#)  
[BA ORD2026-10 Library Grants PLA Conference](#)

**CITY OF MOUNT PLEASANT, TEXAS  
ORDINANCE NO. 2026-10**

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

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

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

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

**WHEREAS**, the City Council of the City of Mount Pleasant desires to amend the budget to add allocations to the Library Grants fund for a scholarship received from Public Library Association to attend the PLA Conference.

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

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

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

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

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

**APPROVED:**

**ATTEST:**

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**Wesley Lyon, Mayor**

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**Candias Webster, City Secretary**

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

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

Purpose:

A scholarship awarded to attend the Public Library Association 2026 conference.

**INCREASE**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
408-56100	Grant Income	\$750.00

**INCREASE**

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
100-65060-508	Business-Travel	\$750.00

<p><i>[Signature]</i> Department Director</p>	<p>3.6.2026 Date Signed</p>	<p>Library Department</p>
<p><i>[Signature]</i> Finance Department Certification of Available Funds</p>		<p>3/6/2026 Date Certified</p>

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

<p><i>[Signature]</i> City Manager</p>	<p>0306 2026 Date Approved</p>
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Date Posted by Finance

2026-10  
Ordinance Number



**City of Mount Pleasant**  
**Monthly Financial Report**

For the Period End February 2026

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**About This Report**

This report has been prepared by the City of Mount Pleasant's Finance Department. The Comprehensive Monthly Financial Report (CMFR) is intended to provide our audience (internal and external users) with timely and relevant information regarding the City's financial position. The report includes the following information:

- The Financial Summary reports the performance of the major operating funds of the City. In addition, the report provides a comparison to budget for major revenue sources and expenditure items. Narrative disclosures are included to highlight any significant changes or fluctuations. Graphs are included to show monthly breakdown of major revenues.
- The report also contains a high level fund balance summary for all City funds. The report provides year-to-date revenues, expenditures, and transfers.
- The Budget Amendments Summary contains all amendments to the budget approved in accordance with Budget Ordinance 2025-17 approved on September 16th, 2025.

If you would like additional information, feel free to contact Gillian Gatewood at (903) 575-4000.

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**City of Mount Pleasant**  
**General Fund**  
 Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
 For the Period End February 2026

	Current Fiscal Year, 2025-2026						Prior Year	
	Budget	Feb-2026	Feb-2026	Y-T-D	Y-T-D	Y-T-D	Feb-2025	Y-T-D
	FY 2025-2026	Actual	% of Budget	Actual	Variance	% of Budget	Actual	% of Budget
<b>REVENUES</b>								
Property Tax	\$ 5,088,600	\$ (15,025)	-0.3%	\$ 3,809,861	\$ 1,278,740	74.9%	\$ 4,099,489	88.5%
Penalties	55,000	-	0.0%	16,559	38,441	30.1%	16,860	37.5%
Sales Tax	6,325,300	669,928	10.6%	2,926,859	3,398,441	46.3%	2,694,498	39.3%
Liquor Tax	30,000	4,094	13.6%	19,035	10,965	63.5%	12,848	37.5%
Fines	575,000	66,345	11.5%	238,762	336,238	41.5%	202,913	31.2%
Landfill Fees	1,150,000	110,671	9.6%	548,289	601,711	47.7%	385,016	30.8%
Permits & Fees	426,000	615	0.1%	158,708	267,292	37.3%	177,371	50.0%
Other User Fees	389,500	23,317	6.0%	150,030	239,470	38.5%	204,168	53.9%
Contract Income	715,000	54,167	7.6%	270,833	444,167	37.9%	270,833	41.7%
Interest Income	100,000	11,641	11.6%	53,013	46,987	53.0%	41,585	32.0%
Interfund Transfers	1,000,000	83,333	8.3%	416,667	583,333	41.7%	375,000	41.7%
Misc Income	20,000	50,248	251.2%	73,488	(53,488)	367.4%	37,918	10.8%
<b>TOTAL REVENUES</b>	<b>\$ 15,874,400</b>	<b>\$ 1,059,334</b>		<b>\$ 8,682,104</b>	<b>\$ 7,192,296</b>	<b>54.7%</b>	<b>\$ 8,518,500</b>	<b>52.5%</b>
<b>EXPENDITURES</b>								
LEGISLATIVE	\$ 42,000	\$ 25,520	60.8%	\$ 33,551	\$ 8,449	79.9%	\$ 15,883	37.8%
GENERAL ADMINISTRATION	676,897	61,656	9.1%	281,350	395,547	41.6%	312,722	44.4%
LEGAL	125,000	26	0.0%	26	124,974	0.0%	57,671	57.7%
TAX ASSESSMENT & COLLECTION	200,000	-	0.0%	63,181	136,819	31.6%	119,800	74.9%
HUMAN RESOURCES	114,941	5,958	5.2%	39,901	75,040	34.7%	45,598	35.3%
ELECTIONS	15,000	-	0.0%	-	15,000	0.0%	17,960	67.1%
TECHNOLOGY	275,000	87,154	31.7%	163,852	111,148	59.6%	160,462	57.7%
NON-DEPARTMENTAL	557,676	53,926	9.7%	483,823	73,853	86.8%	481,877	55.8%
MUNICIPAL COURT	364,594	24,717	6.8%	131,357	233,237	36.0%	143,881	42.1%
ANIMAL SERVICES	412,451	27,304	6.6%	146,008	266,443	35.4%	147,541	37.9%
POLICE DEPARTMENT	5,288,334	418,486	7.9%	2,240,286	3,048,048	42.4%	2,211,886	42.1%
FIRE DEPARTMENT	4,035,098	298,660	7.4%	1,609,246	2,425,852	39.9%	1,515,849	37.5%
PLANNING DEPARTMENT	298,557	19,931	6.7%	108,162	190,395	36.2%	120,769	37.3%
BUILDING & DEVELOPMENT	286,627	24,301	8.5%	117,563	169,064	41.0%	104,644	37.1%
CODE ENFORCEMENT	214,186	13,178	6.2%	63,152	151,034	29.5%	92,357	36.5%
FLEET SERVICES	547,780	34,355	6.3%	163,413	384,367	29.8%	194,310	32.8%
BUILDING MAINTENANCE	191,174	14,815	7.7%	74,042	117,132	38.7%	87,654	38.2%
PARK DEPARTMENT	1,601,032	224,847	14.0%	614,219	986,813	38.4%	456,880	26.7%
LIBRARY	606,006	44,007	7.3%	229,237	376,769	37.8%	228,101	37.3%
<b>TOTAL EXPENDITURES</b>	<b>\$ 15,852,353</b>	<b>\$ 1,378,842</b>		<b>\$ 6,562,371</b>	<b>\$ 9,289,982</b>	<b>41.4%</b>	<b>\$ 6,515,844</b>	<b>39.9%</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ 22,047</b>	<b>\$ (319,508)</b>		<b>\$ 2,119,733</b>			<b>\$ 2,002,656</b>	

KEYTRENDS	
Revenues	Expenditures
Property Taxes are received primarily in December & January and become delinquent February 1st.	Non-Departmental expenses include interfund transfers. Outgoing Interfund Transfers include \$33,083 to the Insurance Fund and \$16,217 to the Capital Replacement Fund. This department also includes an annual payment for Liability Insurance.
Sales Tax -As required by the Government Accounting Standards Board, sales tax is reported for the month it is collected by the vendor. August allocations reflect June sales, collected in July and allocated in August. Sales Tax is allocated 25% to the Economic Development Corporation, 8.33% to the City to reduce Property Tax, and 66.67% to the City.	
Interfund Transfers In include \$83,333 from the Utility Fund.	





## City of Mount Pleasant

### Utility Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
For the Period End February 2026

	Current Fiscal Year, 2025-2026						Prior Year	
	Budget	Feb-2026	Feb-2026	Y-T-D	Y-T-D	Y-T-D	Feb-2025	Y-T-D
	FY 2025-2026	Actual	% of Budget	Actual	Variance	% of Budget	Y-T-D Actual	% of Budget
<b>REVENUES</b>								
Penalties	\$ 132,000	\$ 19,684	14.9%	\$ 86,288	\$ 45,712	65.4%	\$ 68,403	51.8%
Interest Income	90,000	6,707	7.5%	36,104	53,896	40.1%	37,470	23.4%
Misc Income	75,000	6,781	9.0%	46,769	28,231	62.4%	29,924	29.3%
Water Sales	12,000,000	934,240	7.8%	4,890,317	7,109,683	40.8%	4,396,341	37.6%
Sewer Charges	4,500,000	364,400	8.1%	1,900,282	2,599,718	42.2%	1,680,579	48.1%
Solid Waste Collection Fees	3,500,000	295,937	8.5%	1,476,032	2,023,968	42.2%	1,419,009	45.8%
Tap and Connect Fees	100,000	3,357	3.4%	84,923	15,077	84.9%	51,363	34.2%
Leases and Rentals	35,000	1,200	3.4%	10,697	24,303	30.6%	15,395	44.0%
<b>TOTAL REVENUES</b>	<b>\$ 20,432,000</b>	<b>\$ 1,632,307</b>		<b>\$ 8,531,412</b>	<b>\$ 11,900,588</b>	<b>41.8%</b>	<b>\$ 7,698,483</b>	<b>40.8%</b>
<b>EXPENDITURES</b>								
NON-DEPARTMENTAL	\$ 1,979,026	\$ 193,017	9.8%	\$ 886,484	\$ 1,092,542	44.8%	\$ 971,396	61.6%
UTILITY ADMINISTRATION	1,170,462	72,517	6.2%	356,440	814,022	30.5%	534,409	33.1%
FLEET SERVICES	553,689	39,628	7.2%	199,104	354,585	36.0%	168,443	33.0%
SOLID WASTE MANAGEMENT	3,183,100	294,109	9.2%	1,228,145	1,954,955	38.6%	1,023,338	32.2%
WATER TREATMENT	2,735,128	186,728	6.8%	1,026,157	1,708,971	37.5%	1,023,983	35.8%
FRESH WATER SUPPLY	1,806,561	14,968	0.8%	723,411	1,083,150	40.0%	886,084	49.1%
WASTEWATER PLANTS	1,043,793	39,589	3.8%	275,359	768,434	26.4%	260,348	29.3%
UTILITY DEPARTMENT	1,830,905	212,574	11.6%	726,987	1,103,918	39.7%	517,766	34.8%
DEBT SERVICE	5,245,327	-	0.0%	1,391,103	3,854,224	26.5%	1,493,162	30.2%
<b>TOTAL EXPENDITURES</b>	<b>\$ 19,547,991</b>	<b>\$ 1,053,129</b>		<b>\$ 6,813,189</b>	<b>\$ 12,734,802</b>	<b>34.9%</b>	<b>\$ 6,878,929</b>	<b>36.4%</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ 884,009</b>	<b>\$ 579,178</b>		<b>\$ 1,718,223</b>			<b>\$ 819,554</b>	

#### KEYTRENDS

Revenues	Expenditures
Operating revenues are determined by the water and wastewater rates, as well as, the volume of water sold and wastewater treated. These revenues are highly influenced by weather patterns.	Non-Departmental expenses include interfund transfers of \$83,333 to the General Fund, \$33,333 to the Streets Fund, \$16,883 to the Capital Replacement Fund, and \$5,825 to the Insurance Fund. This department also includes an annual payment for Liability Insurance.
Water and Sewer Charges: the rates are determined by the December 2023 Rate Study as adopted in Ord. 2023-27.	Texas Water Development Board Debt Service payments are in March and September. Most Debt Service payments are made in November and May.



## City of Mount Pleasant

### Civic Center Fund

Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
For the Period End February 2026

	Current Fiscal Year, 2025-2026						Prior Year	
	Budget	Feb-2026	Feb-2026	Y-T-D	Y-T-D	Y-T-D	Feb-2025	Y-T-D
	FY 2025-2026	Actual	% of Budget	Actual	Variance	% of Budget	Actual	% of Budget
<b>REVENUES</b>								
Leases and Rentals	\$ 95,000	\$ 9,900	10.4%	\$ 43,630	\$ 51,370	45.9%	\$ 37,118	32.3%
Hotel Revenue	700,000	48,147	6.9%	270,418	429,582	38.6%	250,864	29.3%
<b>TOTAL REVENUES</b>	<b>\$ 795,000</b>	<b>\$ 58,047</b>	<b>7.3%</b>	<b>\$ 314,048</b>	<b>\$ 480,952</b>	<b>39.5%</b>	<b>\$ 287,982</b>	<b>28.9%</b>
<b>EXPENDITURES</b>								
PARK DEPARTMENT	\$ 448,763	\$ 34,933	7.8%	\$ 213,689	\$ 235,074	47.6%	\$ 209,393	40.3%
COMMUNITY CENTER	17,000	2,482	14.6%	6,922	10,078	40.7%	6,036	33.5%
TOURISM	199,732	11,951	6.0%	94,705	105,027	47.4%	70,094	34.5%
HOTEL MOTEL	212,000	-	0.0%	51,750	160,250	24.4%	105,000	48.3%
<b>TOTAL EXPENDITURES</b>	<b>\$ 877,495</b>	<b>\$ 49,366</b>	<b>5.6%</b>	<b>\$ 367,066</b>	<b>\$ 510,429</b>	<b>41.8%</b>	<b>\$ 390,523</b>	<b>40.8%</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ (82,495)</b>	<b>\$ 8,682</b>		<b>\$ (53,018)</b>			<b>\$ (102,542)</b>	

#### KEYTRENDS

Revenues	Expenditures
Leases and Rentals includes all fee revenue for renting out the Civic Center and Community Center.	Outgoing Interfund Transfers include \$608 to the Insurance Fund.
Hotel Occupancy Tax rate is 7.00% of the cost of a room.	



**City of Mount Pleasant**  
**Debt Service Fund**  
 Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
 For the Period End February 2026

	Current Fiscal Year, 2025-2026						Prior Year	
	Budget	Feb-2026	Feb-2026	Y-T-D	Y-T-D	Y-T-D	Feb-2025	Y-T-D
	FY 2025-2026	Actual	% of Budget	Actual	Variance	% of Budget	Actual	% of Budget
<b>REVENUES</b>								
Property Tax	\$ 1,433,000	\$ -	0.0%	\$ 1,108,218	\$ 324,782	77.3%	\$ 1,161,324	92.7%
Penalties	15,000	-	0.0%	4,018	10,982	26.8%	4,552	37.9%
Interest Income	20,000	2,231	11.2%	5,053	14,947	25.3%	7,345	36.7%
<b>TOTAL REVENUES</b>	<b>\$ 1,468,000</b>	<b>\$ 2,231</b>	<b>0.2%</b>	<b>\$ 1,117,289</b>	<b>\$ 350,711</b>	<b>76.1%</b>	<b>\$ 1,173,221</b>	<b>66.0%</b>
<b>EXPENDITURES</b>								
CONTRACTUAL AND FEE SERVICES	\$ -	\$ -		\$ 3,157	\$ (3,157)		\$ 3,015	60.3%
PRINCIPAL	913,892	-	0.0%	315,000	598,892	34.5%	309,000	40.7%
INTEREST	945,399	-	0.0%	474,321	471,078	50.2%	530,119	52.4%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,859,291</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 792,478</b>	<b>\$ 1,066,813</b>	<b>42.6%</b>	<b>\$ 842,134</b>	<b>47.4%</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ (391,291)</b>	<b>\$ 2,231</b>		<b>\$ 324,811</b>			<b>\$ 331,086</b>	

KEYTRENDS	
Revenues	Expenditures
Property Taxes are received primarily in December & January and become delinquent February 1st.	Debt Service payments are made in November and May.



**City of Mount Pleasant**  
**Economic Development Funds**  
 Schedule of Revenues & Expenditures - Budget vs Actual (Unaudited)  
 For the Period End February 2026

	Current Fiscal Year, 2025-2026						Prior Year	
	Budget	Feb-2026	Feb-2026	Y-T-D	Y-T-D	Y-T-D	Feb-2025	Y-T-D
	FY 2025-2026	Actual	% of Budget	Actual	Variance	% of Budget	Actual	% of Budget
<b>REVENUES</b>								
Sales Tax	\$ 2,000,000	223,309	11.2%	\$ 951,897	\$ 1,048,103	47.6%	\$ 892,762	44.6%
Interest Income	157,196	14,683	9.3%	81,768	75,428	52.0%	94,755	63.2%
Misc Income	236,660	150	0.0%	236,815	(155)	100.1%	25,372	0.0%
Leases and Rentals	42,000	-	0.0%	-	42,000	0.0%	17,500	35.0%
<b>TOTAL REVENUES</b>	<b>\$ 2,435,856</b>	<b>\$ 238,142</b>	<b>9.8%</b>	<b>\$ 1,270,480</b>	<b>\$ 1,165,376</b>	<b>52.2%</b>	<b>\$ 1,030,389</b>	<b>19.8%</b>
<b>EXPENDITURES</b>								
Payroll	\$ 455,521	35,832	7.9%	171,178	284,343	37.6%	\$ 118,861	30.1%
Operations and Maintenance	247,600	14,067	5.7%	82,691	164,909	33.4%	124,845	29.4%
Other Expenses	1,615,000	1,550	0.1%	136,433	1,478,567	8.4%	1,099,699	24.9%
Interfund Transfers	5,200	433	8.3%	2,167	3,033	41.7%	2,165	41.6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,323,321</b>	<b>\$ 51,883</b>	<b>2.2%</b>	<b>\$ 392,468</b>	<b>\$ 1,930,853</b>	<b>16.9%</b>	<b>\$ 1,345,570</b>	<b>25.6%</b>
<b>EXCESS/ (DEFICIT)</b>	<b>\$ 112,535</b>	<b>\$ 186,259</b>		<b>\$ 878,011</b>			<b>\$ (315,180)</b>	

KEYTRENDS	
Revenues	Expenditures
Sales Tax -As required by the Government Accounting Standards Board, sales tax is reported for the month it is collected by the vendor. August allocations reflect June sales, collected in July and allocated in August. Sales Tax is allocated 25% to the Economic Development Corporation, 8.33% to the City to reduce Property Tax, and 66.67% to the City.	



**City of Mount Pleasant**  
**Fund Balance Summary**  
 For the Period End February 2026

	Unaudited Fund				Unaudited Fund	
	Balance	Year-To-Date	Year-To-Date	Transfers	Balance	
	9/30/2025	Revenues	Expenses	In/(Out)	9/30/2026	
<b>GENERAL FUNDS</b>						
100 General	\$ 3,631,154	\$ 8,265,437	\$ (6,315,662)	\$ 169,958	\$ 5,750,887	
115 Streets	622,383	608,055	(497,281)	166,667	899,824	
165 General Capital	(320,314)	59,693	(276,812)	249,833	(287,600)	
200 Insurance	364,357	-	(114,530)	115,417	365,243	
	<b>\$ 4,297,581</b>	<b>\$ 8,933,185</b>	<b>\$ (7,204,286)</b>	<b>\$ 701,875</b>	<b>\$ 6,728,354</b>	
<b>PROPRIETARY FUNDS</b>						
300 Utility	\$ 32,722,361	\$ 8,533,086	\$ (6,262,427)	\$ (696,875)	\$ 34,296,145	
335 Airport	7,157,266	523,654	(472,279)	-	7,208,641	
	<b>\$ 39,879,626</b>	<b>\$ 9,056,740</b>	<b>\$ (6,734,705)</b>	<b>\$ (696,875)</b>	<b>\$ 41,504,786</b>	
<b>SPECIAL REVENUE FUNDS</b>						
500 Library Contribution	\$ 22,144	\$ 3,249	\$ (823)	\$ -	\$ 24,570	
504 Rescue Recovery	22,271	3,402	-	-	25,672	
505 Cemetery	41,547	38,838	(10,009)	-	70,376	
507 PEG Fees	461,603	13,471	-	-	475,074	
510 Firemen's Relief	33	-	(208)	208	33	
518 Booker T Washington	2,263	-	-	-	2,263	
520 Police Escrow	21,571	3,294	(39,622)	-	(14,757)	
525 Animal Shelter Donation	22,260	1,932	(100)	-	24,092	
541 Court Special Revenue	257,811	8,050	(27,713)	-	238,147	
550 Police Donation	4,962	505	(623)	-	4,844	
553 Police Shop with a Cop	22,449	19,483	(15,267)	-	26,665	
570 Civic Center	(154,803)	314,048	(364,025)	(3,042)	(207,821)	
595 Law Enforcement Education	9,090	6,945	(1,229)	-	14,806	
596 Tobacco Enforcement	24,223	1,750	-	-	25,973	
	<b>\$ 757,425</b>	<b>\$ 414,965</b>	<b>\$ (459,618)</b>	<b>\$ (2,833)</b>	<b>\$ 709,939</b>	
<b>GRANT FUNDS</b>						
402 CDBG Light / Sidewalk Grant	\$ (112,314)	\$ -	\$ -	\$ -	\$ (112,314)	
408 Library Grants	20,350	16,000	(142)	-	36,208	
411 STEP Comprehensive	1,074	-	-	-	1,074	
413 Police Seizure Proceeds	3,411	24,729	(20,743)	-	7,396	
437 TXDOT Ramp Grant	89,740	8,010	(11,285)	-	86,465	
467 AG Investigator Grant	99	-	-	-	99	
	<b>\$ 2,358</b>	<b>\$ 48,739</b>	<b>\$ (32,170)</b>	<b>\$ -</b>	<b>\$ 18,928</b>	
<b>CAPITAL PROJECT FUNDS</b>						
605 Water Construction	\$ (13,107,028)	\$ 133,010	\$ (5,551,085)	\$ -	\$ (18,525,103)	
606 Logic 2024 General Bond	7,430,880	545,943	(135,592)	-	7,841,231	
607 Logic 2024 Utility Bond	(5,105,850)	341,463	(81,950)	-	(4,846,338)	
610 Water Development Board	3,172,687	-	-	-	3,172,687	
680 Community Center	98,526	1,197	-	-	99,723	
681 Construction Bond 2017	45,630	-	-	-	45,630	
	<b>\$ (7,465,155)</b>	<b>\$ 1,021,612</b>	<b>\$ (5,768,628)</b>	<b>\$ -</b>	<b>\$ (12,212,171)</b>	
<b>INTERNAL SERVICE FUNDS</b>						
800 General Long-Term Debt	\$ (1,564,126)	\$ -	\$ -	\$ -	\$ (1,564,126)	
900 Fixed Assets	10,578,957	-	-	-	10,578,957	
	<b>\$ 9,014,831</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,014,831</b>	
<b>DEBT SERVICE FUND</b>						
851 Debt Service	\$ 369,013	\$ 1,117,289	\$ (792,478)	\$ -	\$ 693,825	
	<b>\$ 369,013</b>	<b>\$ 1,117,289</b>	<b>\$ (792,478)</b>	<b>\$ -</b>	<b>\$ 693,825</b>	
<b>ECONOMIC DEVELOPMENT FUNDS</b>						
750 Economic Development	\$ 11,058,658	\$ 1,266,962	\$ (390,302)	\$ (2,167)	\$ 11,933,152	
755 Rural Development Loan	252,013	3,518	-	-	255,531	
855 Economic Development Debt	511,993	-	-	-	511,993	
	<b>\$ 11,822,664</b>	<b>\$ 1,270,480</b>	<b>\$ (390,302)</b>	<b>\$ (2,167)</b>	<b>\$ 12,700,675</b>	
<b>TOTAL ALL FUNDS</b>	<b>\$ 58,678,343</b>	<b>\$ 21,863,010</b>	<b>\$ (21,382,187)</b>	<b>\$ -</b>	<b>\$ 59,159,166</b>	



**City of Mount Pleasant**  
**Budget Amendments Summary**  
 For the Period End February 2026

<b>FUND TYPE</b>	<b>FUND</b>	<b>DETAILS</b>	<b>APPROVAL</b>
<b>GENERAL FUNDS</b>			
1/30/2026	100 - General	Transfer allocations from Library Data Processing to Library Contractual to cover increased service cost.	Approved by City Manager.
2/17/2026	100 - General	Increase allocations for \$129,900 from Prior Year auction proceeds for the purchase of a new backhoe.	Approved by City Council
<b>PROPRIETARY FUNDS</b>			
No Amendments			
<b>SPECIAL REVENUE FUNDS</b>			
12/16/2025	520 - Police Escrow	Increase allocations for \$35,296 for Default Judgements from Titus Co District Court.	Approved by City Council
<b>GRANT FUNDS</b>			
11/18/2025	408 - Library Grants	Increase allocations for \$16,000 grant received from Ladd and Katherine Hancher Library Foundation.	Approved by City Council
12/2/2025	408 - Library Grants	Increase allocations for \$500 grant received from Flight Path Campaign Grant.	Approved by City Council
12/16/2025	408 - Library Grants	Increase allocations for \$10,000 grant received from Infinite Summs Grant.	Approved by City Council
12/16/2025	408 - Library Grants	Increase allocations for \$20,000 grant received in the prior year.	Approved by City Council
12/16/2025	413 - Police Forfeitures	Increase allocations for \$24,707 for Default Judgements from Titus Co District Court.	Approved by City Council
<b>CAPITAL PROJECT FUNDS</b>			
No Amendments			
<b>INTERNAL SERVICE FUNDS</b>			
No Amendments			
<b>DEBT SERVICE FUND</b>			
No Amendments			
<b>ECONOMIC DEVELOPMENT FUNDS</b>			
No Amendments			



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Erin Marshall, Utilities Director

**Department:** Utilities

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**Subject:      Presentation from KSA on the status of the Southside Wastewater  
                         Treatment Plant Improvements**

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# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** John Ankrum, Director Building Official

**Department:** Building Official

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

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**Item Summary:**

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

**Financial Impact:**

N/A

**Recommendation(s):**

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

# **Memorandum**

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

**SUBJECT:**

Dumpster and Trash Removal

**BACKGROUND:**

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

**STATUS OF ISSUE:**

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

**BUDGET:**

There will be no impact on the city budget.

**OPTIONS:**

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

**RECOMMENDATION:**

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

**Attachments:**

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

## ORDINANCE 2026-1

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

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

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

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

### SECTION 1

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

### SECTION 2

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

#### **95.28. UNLAWFUL COLLECTION OR TRANSPORTATION GENERALLY.**

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

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

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

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

### **95.29 COMMERCIAL HAULERS**

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

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

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

### **95.30 ENFORCEMENT**

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

### **SECTION 3**

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

### **SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

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

PASSED AND APPROVED by the City Council of Mount Pleasant this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Wesley Lyon, Mayor

**ATTEST:**

\_\_\_\_\_  
Candias Webster, City Secretary

**APPROVED:**

\_\_\_\_\_  
Lea Ream  
City Attorney



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** John Ankrum, Director Building Official

**Department:** Building Official

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**Subject:** Hold a public hearing per the city Unsafe Building Abatement Code, found in Chapter 150 of the Code of Ordinances, and to consider Order 26-001 a declaration of a dilapidated structure at 902 W 10th Street within the City of Mount Pleasant, Texas, find it to be dilapidated and/or deteriorated and damaged so as to require repair, rehabilitation or demolition, providing a time within which the owner should rehabilitate, repair or demolish such structure and to consider ordering city abatement and subsequent lien of the dilapidated structure at 902 W 10th Street, Highland Park Addition block 2 lot 1&2.

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## **Item Summary:**

The structure at 902 W 10th St was neglected and is in a state of disrepair and is completely covered in vegetation. A code case was opened by staff in September of 2025. Kyle Carney a representative of Mrs. Freeman was properly notified by the city through a written notice sent 1-29-2026 that immediate action was required and has subsequently taken no action. The building has been determined by the Building Official John Ankrum to be in violation of the city of Mount Pleasant code 150.018 Minimum Standards for Buildings and the IPMC 150.001 section 304.

## **Financial Impact:**

Cost for the city to demolish the structure (\$9400) would be recovered through a lien on the property. No transfer on the property would be allowed until the lien is expunged.

## **Recommendation(s):**

Motion to declare the Structure at 902 W 10th Street substandard and order it to be demolished by the owner within 30 days and to authorize abatement by the city after that time, according to procedures in city ordinance and state statute.

# Memorandum

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**TO:** Council Member  
**FROM:** John Ankrum  
**DATE:** City Council - Mar 17 2026

**SUBJECT:**

Demo of a house at 902 W 10th St.

**BACKGROUND:**

The home located at 902 W 10th St was neglected and is in a state of disrepair and is completely covered in vegetation. The home has been vacant, and no repairs have been made. The owner of the property, Mrs. E H Freeman has been notified. The home has become dilapidated with major renovations needed if it's to be saved.

**STATUS OF ISSUE:**

The structure at 902 W 10th was neglected and is in a state of disrepair. A code case was opened by staff in September of 2025. Mrs. E H Freeman was properly notified by the city through a written notice sent 9-15-2025 that immediate action was required and has subsequently taken no action. The building has been determined by the Building Official John Ankrum to be in violation of the city of Mount Pleasant code 150.018 Minimum Standards for Buildings and the IPMC 150.001 section 304

**BUDGET:**

Cost for the city to demolish the structure (\$9400) would be recovered through a lien on the property. No transfer on the property would be allowed until the lien is expunged. The demolition cost would be covered by the budgeted line item for demos. The cost is slated to eventually be returned to the city's General Fund once the lien is repaid.

**OPTIONS:**

The property owner either provides a plan and timetable to make the necessary repairs to bring the home up to minimum standards or the city council orders the home to be demolished in 30 days and if it's not demolished the city has the right to do so.

**RECOMMENDATION:**

City Staff recommends that in the absence of findings of an actionable plan and timetable by the owner or relative of 902 W 10th, that City Council order the home to be demolished after expiration of the 30 day waiting period and notice required by law; and that the cost of such demolition, if incurred by the city, be secured by a lien of the property.

**Attachments:**

[Council Packet](#)





9.11.2025 08:55



9.11.2025 08:55







# NOTICE OF PUBLIC HEARING

FREEMAN E H MRS ESTATE  
902 W 10TH  
MOUNT PLEASANT, TX 75455

***RE: City of Mount Pleasant, HIGHLAND PARK ADDITION BLK 2 LOT 1 & 2 .4673 AC, located at 902 W 10<sup>th</sup> St , Mount Pleasant, TX. Titus CAD Property ID # 14046***

Per city ordinance 150.015 Dangerous Structure. The structure located at **902 W 10<sup>th</sup> St** Mount Pleasant TX has been declared a dangerous structure. A public hearing will be held by the City of Mount Pleasant on **March 17, 2025 at 6:00pm** in the City Council chambers, located at 501 N Madison Mount Pleasant, TX 75455 to allow the City of Mount Pleasant to hear and possibly issue an order deeming the structure to be a dilapidated structure and order action to be taken.

Based on observations from the exterior of the structure, an inspection was completed at the above address on 9/11/2025. It was determined by the Building Official that the structure has considerable damage due to neglect and is in a state of dilapidations. The structure has been neglected and left in a state of disrepair. Based on city ordinance 150.018 (G), if the building, structure, or portion thereof as a result of decay, deterioration or dilapidation is unsalvageable, it shall be deemed a dilapidated structure.

If the owners, lienholder, or mortgagee wish to repair or demo the structure they shall at the hearing provide proof of the scope of any work that may be required to comply with this subchapter and the time it will take to reasonably perform the work. All work, repairs, or demos must be completed within 30 days unless it is established at the hearing work cannot reasonably be performed within 30 days. The cost of demolishing the structure will be at the owner's expense. If you do not pay the fees incurred through the City's necessitated action, a lien will be filed against the property for the amount of the demolition plus administrative fees.

John Ankrum  
Building Official  
903-575-4102  
[jankrum@mpcity.org](mailto:jankrum@mpcity.org)

## John Ankrum

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**From:** John Ankrum  
**Sent:** Monday, February 9, 2026 1:00 PM  
**To:** Leslie Brosnan  
**Subject:** Please Post  
**Attachments:** Pics 902 W 10th.pdf; 1008 W 8th Notice Pics.pdf; 815 E 9th Notice Pics.pdf; NOTICE OF PUBLIC HEARING Owner Letter 815 E 9th .docx; NOTICE OF PUBLIC HEARING Owner Letter 1008 W 8th .docx; NOTICE OF PUBLIC HEARING Owner Letter 902 W 10th.docx

Leslie, per our ordinance 150.20 I am required to notify you that a public hearing will be held 12/2/2025 at 501 N Madison in the council chambers at 6pm. The properties located at

**815 E 9<sup>th</sup> street** owned by HOWARD WILLIAM B & LILLIE Legal Description SUNRISE ADDITION BLK 3 LOT 8 .1986 AC, Titus CAD Property ID # 15405

**1008 W 8th Street** owned by SHERIDAN ROBERT, Legal Description: SANDERS & ELLIS ADDITION BLK 20 LOT 4 .1653 AC, Titus CAD Property ID# 15178

**902 W 10th St** owned by FREEMAN E H MRS ESTATE, Legal Description: HIGHLAND PARK ADDITION BLK 2 LOT 1 & 2 .4673 AC, Titus CAD Property ID# 14046

These properties have been declared a public nuisance and unsafe structure. I have attached pictures and the official letter that was mailed to the owner. Please contact me if you have any questions. Thanks

John Ankrum  
Building Official  
City of Mt. Pleasant  
Office 903-575-4102  
500 N Madison Ave.



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## John Ankrum

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**From:** cameronauto@suddenlinkmail.com  
**Sent:** Tuesday, October 21, 2025 12:58 PM  
**To:** John Ankrum  
**Subject:** Fwd: RE: Demo Bids

CAUTION: [EXTERNAL EMAIL]

Good afternoon,

Listed below is your quotes from Dennis: Let me know if you have any questions :)

1. 1309 Houston- \$3500
2. 411 Hays- \$5300
3. 902 W 10th St- \$9400

----- Original Message -----

**From:** jankrum@mpcity.org  
**To:** cameronauto@suddenlinkmail.com Cc: camerond1956@gmail.com  
**Sent:** Monday, October 20th 2025, 01:40 PM  
**Subject:** RE: Demo Bids

Hey Dennis, do you think you can get me these bids so I can get the letters ready for council?  
Thanks

**From:** John Ankrum  
**Sent:** Tuesday, September 16, 2025 11:59 AM  
**To:** Cameronauto <cameronauto@suddenlinkmail.com>  
**Cc:** camerond1956@gmail.com  
**Subject:** Demo Bids

WALZ  
CERTIFIED  
MAILER®

FROM **WALZ**

FORM #45663 VERSION: E1023

U.S. Postal Service®  
**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

MRS EH FREEMAN ESTATE  
USPS® ARTICLE NUMBER

902 W 10TH ST  
MT PLEASANT, TX 75455 3100 95

Label #1

MRS EH FREEMAN ESTATE  
902 W 10TH ST  
MT PLEASANT, TX 75455

Label #2

MRS EH FREEMAN ESTATE  
902 W 10TH ST  
MT PLEASANT, TX 75455  
MRS EH FREEMAN ESTATE  
902 W 10TH ST  
MT PLEASANT, TX 75455

Label #3

TEAR ALONG THIS LINE

Certified Mail Fee	\$	<b>Postmark Here</b>
Return Receipt (Hardcopy)	\$	
Return Receipt (Electronic)	\$	
Certified Mail Restricted Delivery	\$	
Postage	\$	
<b>Total Postage and Fees</b>	<b>\$</b>	

JOHN ANKRUM 1/28/26

<b>Sent to:</b>	
	0.50
	3.50
	2.80
RETURN RECEIPT REQUESTED	0.00
	<b>6.80</b>

Reference Information

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

MRS EH FREEMAN ESTATE  
902 W 10TH ST  
MT PLEASANT, TX 75455

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2236 3100 95

FOLD AND TEAR THIS WAY →

Label #7 - Certified Mail Article Number

Certified Article Number  
9414 7266 9904 2236 3100 95  
SENDER'S RECORD

## John Ankrum

---

**From:** John Ankrum  
**Sent:** Wednesday, January 28, 2026 2:31 PM  
**To:** 'Kyle Carney'  
**Subject:** RE: 902 W 10th St Mount Pleasant TX  
**Attachments:** NOTICE OF PUBLIC HEARING Owner Letter.docx; Pics 902 W 10th.pdf

Kyle, attached is your official notice for the March 17, 2026 meeting.

---

**From:** John Ankrum  
**Sent:** Wednesday, January 28, 2026 1:20 PM  
**To:** Kyle Carney <kyle@carney.law>  
**Subject:** RE: 902 W 10th St Mount Pleasant TX

Kyle, I want to take the property at 902 W 10<sup>th</sup> back March 17 for demo, can you send the consent to demo form back? Please let me know if there is an issue. Thanks

---

**From:** John Ankrum  
**Sent:** Friday, December 19, 2025 9:11 AM  
**To:** 'Kyle Carney' <kyle@carney.law>  
**Subject:** RE: 902 W 10th St Mount Pleasant TX

Either January 20<sup>th</sup> or February 3<sup>rd</sup>

---

**From:** Kyle Carney <kyle@carney.law>  
**Sent:** Friday, December 19, 2025 9:10 AM  
**To:** John Ankrum <jankrum@mpcity.org>  
**Subject:** Re: 902 W 10th St Mount Pleasant TX

CAUTION: [EXTERNAL EMAIL]

Thank you, John. I will send this to my sister who is serving as the administrator of the estate and will discuss with her. I will try to get something back next week. When is the next council meeting when they would review the plan?

Kyle Carney • Member  
Carney Law PLLC

9800 Hillwood Parkway, Ste. 140  
Fort Worth, Texas 76177  
Ph: (817) 717-1195  
[kyle@carney.law](mailto:kyle@carney.law)

---

**From:** John Ankrum <jankrum@mpcity.org>  
**Date:** Friday, December 19, 2025 at 8:59 AM  
**To:** Kyle Carney <kyle@carney.law>  
**Subject:** 902 W 10th St Mount Pleasant TX

Kyle, thanks for reaching out to me. I have attached the consent to demo form, the bids for demolition, and the council packet. If you have any questions, please reach out to me. If your good with the consent to demo, just have it signed and notarized and send it back to me. I will get it on the next council to get it approved. Once it is approved I will schedule the demolition. Thanks

John Ankrum  
Building Official  
City of Mt. Pleasant  
Office 903-575-4102  
500 N Madison Ave.



CONFIDENTIALITY NOTICE: This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the sender immediately and delete the material from your computer.

ORDER NO. 26-001

AN ORDER OF THE CITY COUNCIL FOR THE CITY OF MOUNT PLEASANT REGARDING ABATEMENT OF THE SUBSTANDARD AND DANGEROUS STRUCTURE LOCATED AT **902 W 10<sup>th</sup> Street, Mount Pleasant TX 75455**, (“**SUBJECT PROPERTY**”), **LEGAL DESCRIPTION BEING: HIGHLAND PARK ADDITION BLK 2 LOT 1 & 2 .4673 AC, Parcel 14046**

The City Council for the City of Mount Pleasant conducted a public hearing on **March 17<sup>th</sup> 2026**, in accordance with § 150.021 of the City’s Code of Ordinances and Chapter 214, Texas Local Government Code, regarding the structure located at the Subject Property, at which time all owners and/or other parties with interest in the Subject Property were afforded an opportunity to appear, and after hearing arguments and presentation of evidence, the City Council determined that the Subject Property includes an unsafe/dangerous building containing dilapidated and substandard conditions that pose a threat or potential threat to life, health, property, or human safety, and is in violation of applicable City ordinances.

The City Council specifically finds that all proper notices have been sent consistent with City Ordinances; and based upon the evidence presented, the City Council finds that the Subject Property remains in violation of the ordinances relative to substandard structures, to wit: § 150.018 of the City’s Code of Ordinances; and finds that the exterior and or interior of the structure contains nuisance conditions that constitute a hazard to the health, safety, and welfare of the citizen and likely to endanger persons and property. The City Council, having considered all evidence presented at hearing, including the issuance of notices, now incorporates the same into the body of this Order for all purposes, and now finds that the Subject Property remains in violation of the ordinance because the primary structure thereon is dilapidated, substandard and/or unfit for human habitation, constitutes a hazard to the health, safety and welfare of the citizen and likely to endanger persons and property; and

THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF CITY OF MOUNT PLEASANT THAT:

1. No person or entity may occupy the structure until such time as a final inspection is conducted to determine whether all terms and conditions of this Order have been satisfied;
2. The owner, lien holder, and/or mortgagee is hereby required to DEMOLISH AND REMOVE the substandard structure located upon the Subject Property, and such work shall be completed within 30 days of the date on which this Order was issued.
3. If the required work is not completed within the time period specified herein, the City Council may order the City to perform the required work at the owner’s expense. If owner fails to reimburse City for its actual expenses, the City through its City Attorney may file a lien against the Subject Property to recover actual costs incurred by the City plus attorney’s fees and interest, as applicable.

Within 10 days of the date of this order: (1) a copy of this order shall be filed with the City Secretary; (2) notice of the order shall be published in a newspaper of general circulation that includes the street address/legal description of the Subject Property, the date of the hearing, a brief statement of the results of this order and provide notice that a copy of this order may be reviewed and/or obtained during regular business hours in the office of the City Secretary; and (3) notice of this order shall be mailed to each owner, lienholder or mortgagee by certified mail, return receipt requested.

**ORDERED THIS** 17<sup>th</sup> **DAY OF** March, 2026

---

NAME

Mayor, on behalf of City Council



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** John Ankrum, Director Building Official

**Department:** Building Official

---

**Subject:** Hold a public hearing per the city Unsafe Building Abatement Code, found in Chapter 150 of the Code of Ordinances, and to consider Order 26-002 a declaration of a dilapidated structure at 815 E 9th Street within the City of Mount Pleasant, Texas, find it to be dilapidated and/or deteriorated and damaged so as to require repair, rehabilitation or demolition, providing a time within which the owner should rehabilitate, repair or demolish such structure and to consider ordering city abatement and subsequent lien of the dilapidated structure at 815 E 9th Street, Sunrise Addition block 3 lot 8.

---

## **Item Summary:**

The structure at 815 E 9th St was neglected and is in a state of disrepair, including any accessory structure. A code case was opened by staff in December 2025. Mr. Sheridan Robert was properly notified by the city through a written notice sent 1-23-2026 that immediate action was required, and has subsequently taken no action. The building has been determined by the Building Official, John Ankrum, to be in violation of the city of Mount Pleasant code 150.018 Minimum Standards for Buildings and the IPMC 150.001 section 304.

## **Financial Impact:**

Cost for the city to demolish the structure (\$7000) would be recovered through a lien on the property. No transfer on the property would be allowed until the lien is expunged.

## **Recommendation(s):**

Motion to declare the Structure at 815 E 9th Street substandard and order it to be demolished by the owner within 30 days and to authorize abatement by the city after that time, according to procedures in city ordinance and state statute.

# Memorandum

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**TO:** Council Member  
**FROM:** John Ankrum  
**DATE:** City Council - Mar 17 2026

**SUBJECT:**

Demo of house at 815 E 9th.

**BACKGROUND:**

The home located at 815 E 9th St was neglected and is in a state of disrepair and has been completely neglected. The home has been vacant, and no repairs have been made. The owner of the property, Howard William B & Lillie has been notified. The home has become dilapidated with major renovations needed if it's to be saved.

**STATUS OF ISSUE:**

The structure at 815 E 9th was neglected and is in a state of disrepair. A code case was opened by staff in December of 2024. Howard William B & Lillie was properly notified by the city through a written notice sent 1-28-2026 that immediate action was required and has subsequently taken no action. The building has been determined by the Building Official John Ankrum to be in violation of the city of Mount Pleasant code 150.018 Minimum Standards for Buildings and the IPMC 150.001 section 304.

**BUDGET:**

Cost for the city to demolish the structure (\$7000) would be recovered through a lien on the property. No transfer on the property would be allowed until the lien is expunged. The demolition cost would be covered by the budgeted line item for demos. The cost is slated to eventually be returned to the city's General Fund once the lien is repaid.

**OPTIONS:**

The property owner either provides a plan and timetable to make the necessary repairs to bring the home up to minimum standards or the city council orders the home to be demolished in 30 days and if it's not demolished the city has the right to do so.

**RECOMMENDATION:**

City Staff recommends that in the absence of findings of an actionable plan and timetable by the owner or relative of 815 E 9th St, that City Council order the home to be demolished after expiration of the 30 day waiting period and notice required by law; and that the cost of such demolition, if incurred by the city, be secured by a lien of the property.

**Attachments:**

[Council Packet](#)

















# NOTICE OF PUBLIC HEARING

HOWARD WILLIAM B & LILLIE  
5935 FOREST HAVEN TRAIL  
DALLAS, TX 75232

***RE: City of Mount Pleasant, SUNRISE ADDITION BLK 3 LOT 8 .1986 AC, located at 815 E 9<sup>th</sup> St, Mount Pleasant, TX. Titus CAD Property ID # 15405***

Per city ordinance 150.015 Dangerous Structure. The structure located at **815 E 9<sup>th</sup> St** Mount Pleasant TX has been declared a dangerous structure. A public hearing will be held by the City of Mount Pleasant on **March 17, 2025 at 6:00pm** in the City Council chambers, located at 501 N Madison Mount Pleasant, TX 75455 to allow the City of Mount Pleasant to hear and possibly issue an order deeming the structure to be a dilapidated structure and order action to be taken.

Based on observations from the exterior of the structure, an inspection was completed at the above address on 9/11/2025. It was determined by the Building Official that the structure has considerable damage due to neglect and is in a state of dilapidations. The structure has been neglected and left in a state of disrepair. Based on city ordinance 150.018 (G), if the building, structure, or portion thereof as a result of decay, deterioration or dilapidation is unsalvageable, it shall be deemed a dilapidated structure.

If the owners, lienholder, or mortgagee wish to repair or demo the structure they shall at the hearing provide proof of the scope of any work that may be required to comply with this subchapter and the time it will take to reasonably perform the work. All work, repairs, or demos must be completed within 30 days unless it is established at the hearing work cannot reasonably be performed within 30 days. The cost of demolishing the structure will be at the owner's expense. If you do not pay the fees incurred through the City's necessitated action, a lien will be filed against the property for the amount of the demolition plus administrative fees.

John Ankrum  
Building Official  
903-575-4102  
[jankrum@mpcity.org](mailto:jankrum@mpcity.org)

**John Ankrum**

---

**From:** John Ankrum  
**Sent:** Monday, February 9, 2026 1:00 PM  
**To:** Leslie Brosnan  
**Subject:** Please Post  
**Attachments:** Pics 902 W 10th.pdf; 1008 W 8th Notice Pics.pdf; 815 E 9th Notice Pics.pdf; NOTICE OF PUBLIC HEARING Owner Letter 815 E 9th .docx; NOTICE OF PUBLIC HEARING Owner Letter 1008 W 8th .docx; NOTICE OF PUBLIC HEARING Owner Letter 902 W 10th.docx

Leslie, per our ordinance 150.20 I am required to notify you that a public hearing will be held 12/2/2025 at 501 N Madison in the council chambers at 6pm. The properties located at

**815 E 9<sup>th</sup> street** owned by HOWARD WILLIAM B & LILLIE Legal Description SUNRISE ADDITION BLK 3 LOT 8 .1986 AC, Titus CAD Property ID # 15405

**1008 W 8th Street** owned by SHERIDAN ROBERT, Legal Description: SANDERS & ELLIS ADDITION BLK 20 LOT 4 .1653 AC, Titus CAD Property ID# 15178

**902 W 10th St** owned by FREEMAN E H MRS ESTATE, Legal Description: HIGHLAND PARK ADDITION BLK 2 LOT 1 & 2 .4673 AC, Titus CAD Property ID# 14046

These properties have been declared a public nuisance and unsafe structure. I have attached pictures and the official letter that was mailed to the owner. Please contact me if you have any questions. Thanks

John Ankrum  
Building Official  
City of Mt. Pleasant  
Office 903-575-4102  
500 N Madison Ave.



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WALZ  
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MAILER®

FROM

**WALZ**

WILLIAM B & LILLIE HOWARD  
5935 FOREST HAVEN TRAIL  
DALLAS, TX 75232

Label #1

WILLIAM B & LILLIE HOWARD  
5935 FOREST HAVEN TRAIL  
DALLAS, TX 75232

Label #2

Label #3

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

WILLIAM B & LILLIE HOWARD  
5935 FOREST HAVEN TRAIL  
DALLAS, TX 75232

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2236 3100 88

Certified Article Number

9414 7266 9904 2236 3100 88

SENDER'S RECORD

FOLD AND TEAR THIS WAY →

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

WILLIAM B & LILLIE HOWARD  
5935 FOREST HAVEN TRAIL  
DALLAS, TX 75232 2236 3100 88

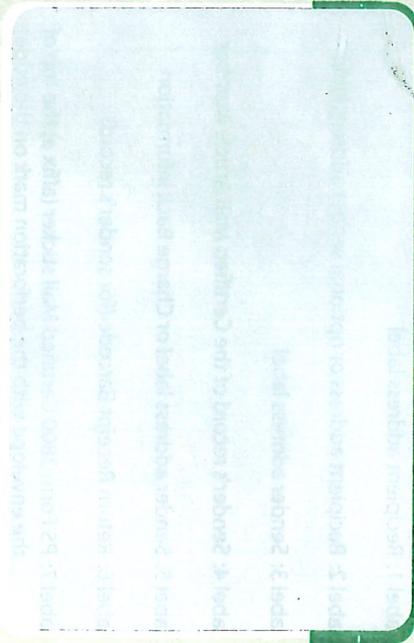
Certified Mail Fee	\$	
Return Receipt (Hardcopy)	\$	
Return Receipt (Electronic)	\$	
Certified Mail Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	
Sent to:		Postmark Here

0.50  
3.50  
2.80  
0.00  
6.80

Reference Information

PS Form 3800, Facsimile, July 2015

Label #7 - Certified Mail Article Number



# ESTIMATE

**AD Land Services**  
550 County Road 4765  
Mount Pleasant, TX 75455-1071

doug@adlandservices.com  
+1 (903) 708-1902



## City of Mount Pleasant, Texas

**Bill to**  
City Of Mount Pleasant

**Ship to**  
815 E 9th St  
Mount Pleasant TX 75455

### Estimate details

Estimate no.: 1124  
Estimate date: 02/02/2026

Product or service	Description	Qty	Rate	Amount
<b>Building Demolition</b>	Demolition of residence and all structures on property, all debris from the demolition will be removed. This also includes fencing and clearing debris from yard area.	1	\$7,000.00	\$7,000.00
<b>Total</b>				<b>\$7,000.00</b>

**Accepted date**

**Accepted by**

ORDER NO. 26-002

AN ORDER OF THE CITY COUNCIL FOR THE CITY OF MOUNT PLEASANT REGARDING ABATEMENT OF THE SUBSTANDARD AND DANGEROUS STRUCTURE LOCATED AT **815 E 9<sup>th</sup> Street, Mount Pleasant TX 75455**, (“**SUBJECT PROPERTY**”), **LEGAL DESCRIPTION BEING: SUNRISE ADDITION BLK 3 LOT 8 .1986 AC, Parcel 15405**

The City Council for the City of Mount Pleasant conducted a public hearing on **March 17, 2026**, in accordance with § 150.021 of the City’s Code of Ordinances and Chapter 214, Texas Local Government Code, regarding the structure located at the Subject Property, at which time all owners and/or other parties with interest in the Subject Property were afforded an opportunity to appear, and after hearing arguments and presentation of evidence, the City Council determined that the Subject Property includes an unsafe/dangerous building containing dilapidated and substandard conditions that pose a threat or potential threat to life, health, property, or human safety, and is in violation of applicable City ordinances.

The City Council specifically finds that all proper notices have been sent consistent with City Ordinances; and based upon the evidence presented, the City Council finds that the Subject Property remains in violation of the ordinances relative to substandard structures, to wit: § 150.018 of the City’s Code of Ordinances; and finds that the exterior and or interior of the structure contains nuisance conditions that constitute a hazard to the health, safety, and welfare of the citizen and likely to endanger persons and property. The City Council, having considered all evidence presented at hearing, including the issuance of notices, now incorporates the same into the body of this Order for all purposes, and now finds that the Subject Property remains in violation of the ordinance because the primary structure thereon is dilapidated, substandard and/or unfit for human habitation, constitutes a hazard to the health, safety and welfare of the citizen and likely to endanger persons and property; and

THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF CITY OF MOUNT PLEASANT THAT:

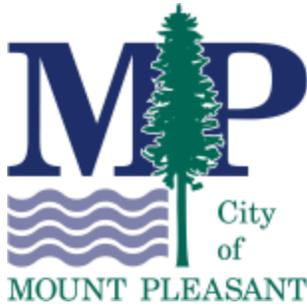
1. No person or entity may occupy the structure until such time as a final inspection is conducted to determine whether all terms and conditions of this Order have been satisfied;
2. The owner, lien holder, and/or mortgagee is hereby required to DEMOLISH AND REMOVE the substandard structure located upon the Subject Property, and such work shall be completed within 30 days of the date on which this Order was issued.
3. If the required work is not completed within the time period specified herein, the City Council may order the City to perform the required work at the owner’s expense. If owner fails to reimburse City for its actual expenses, the City through its City Attorney may file a lien against the Subject Property to recover actual costs incurred by the City plus attorney’s fees and interest, as applicable.

Within 10 days of the date of this order: (1) a copy of this order shall be filed with the City Secretary; (2) notice of the order shall be published in a newspaper of general circulation that includes the street address/legal description of the Subject Property, the date of the hearing, a brief statement of the results of this order and provide notice that a copy of this order may be reviewed and/or obtained during regular business hours in the office of the City Secretary; and (3) notice of this order shall be mailed to each owner, lienholder or mortgagee by certified mail, return receipt requested.

**ORDERED THIS** 17th **DAY OF** March, 2026

\_\_\_\_\_

NAME  
Mayor, on behalf of City Council



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** John Ankrum, Director Building Official

**Department:** Building Official

---

**Subject:** Hold a public hearing per the city Unsafe Building Abatement Code, found in Chapter 150 of the Code of Ordinances, and to consider Order 26-003 a declaration of a dilapidated structure at 1008 W 8th Street within the City of Mount Pleasant, Texas, find it to be dilapidated and/or deteriorated and damaged so as to require repair, rehabilitation or demolition, providing a time within which the owner should rehabilitate, repair or demolish such structure and to consider ordering city abatement and subsequent lien of the dilapidated structure at 1008 W 8th Street, Sanders & Ellis Addition block 20 lot 4.

---

## **Item Summary:**

The structure at 1008 W 8th St was neglected and is in a state of disrepair, including the accessory structure. A code case was opened by staff in April of 2025. Mr. Sheridan Robert was properly notified by the city through a written notice sent 1-28-2026 that immediate action was required, and has subsequently taken no action. The building has been determined by the Building Official, John Ankrum, to be in violation of the city of Mount Pleasant code 150.018 Minimum Standards for Buildings and the IPMC 150.001 section 304.

## **Financial Impact:**

Cost for the city to demolish the structure (\$4900) would be recovered through a lien on the property. No transfer on the property would be allowed until the lien is expunged.

## **Recommendation(s):**

Motion to declare the Structure at 1008 W 8th Street substandard and order it to be demolished by the owner within 30 days and to authorize abatement by the city after that time, according to procedures in city ordinance and state statute.

# Memorandum

---

**TO:** Council Member  
**FROM:** John Ankrum  
**DATE:** City Council - Mar 17 2026

**SUBJECT:**

Demo of house at 1008 W 8th St.

**BACKGROUND:**

The home located at 1008 W 8th St was neglected and is in a state of disrepair and has been completely neglected. The home has been vacant, and no repairs have been made. The owner of the property, Robert Sheridan has been notified. The home has become dilapidated with major renovations needed if it's to be saved.

**STATUS OF ISSUE:**

The structure at 1008 W 8th was neglected and is in a state of disrepair. A code case was opened by staff in April of 2025. Robert Sheridan was properly notified by the city through a written notice sent 1-28-2026 that immediate action was required and has subsequently taken no action. The building has been determined by the Building Official John Ankrum to be in violation of the city of Mount Pleasant code 150.018 Minimum Standards for Buildings and the IPMC 150.001 section 304.

**BUDGET:**

Cost for the city to demolish the structure (\$4900) would be recovered through a lien on the property. No transfer on the property would be allowed until the lien is expunged. The demolition cost would be covered by the budgeted line item for demos. The cost is slated to eventually be returned to the city's General Fund once the lien is repaid.

**OPTIONS:**

The property owner either provides a plan and timetable to make the necessary repairs to bring the home up to minimum standards or the city council orders the home to be demolished in 30 days and if it's not demolished the city has the right to do so.

**RECOMMENDATION:**

City Staff recommends that in the absence of findings of an actionable plan and timetable by the owner or relative of 1008 W 8th St, that City Council order the home to be demolished after expiration of the 30 day waiting period and notice required by law; and that the cost of such demolition, if incurred by the city, be secured by a lien of the property.

**Attachments:**

[Council Packet](#)

**WARNING NOTICE**  
**SUBSTANDARD BUILDING**  
**DO NOT ENTER**

This is a warning notice issued with regard to the construction, improvement, alteration or modification of the structure of the building and/or its contents located at the above address. It is a violation of the Building Code of the City of [redacted] to enter the building without the proper permits.

It shall be unlawful for any physical work or material to be performed on this structure until the proper permits have been obtained.

The failure to obtain the proper permits is a violation of the Building Department. There is a fine for each violation. For the purpose of this notice, the fine is \$500 per violation. It is the responsibility of the owner to obtain the proper permits.

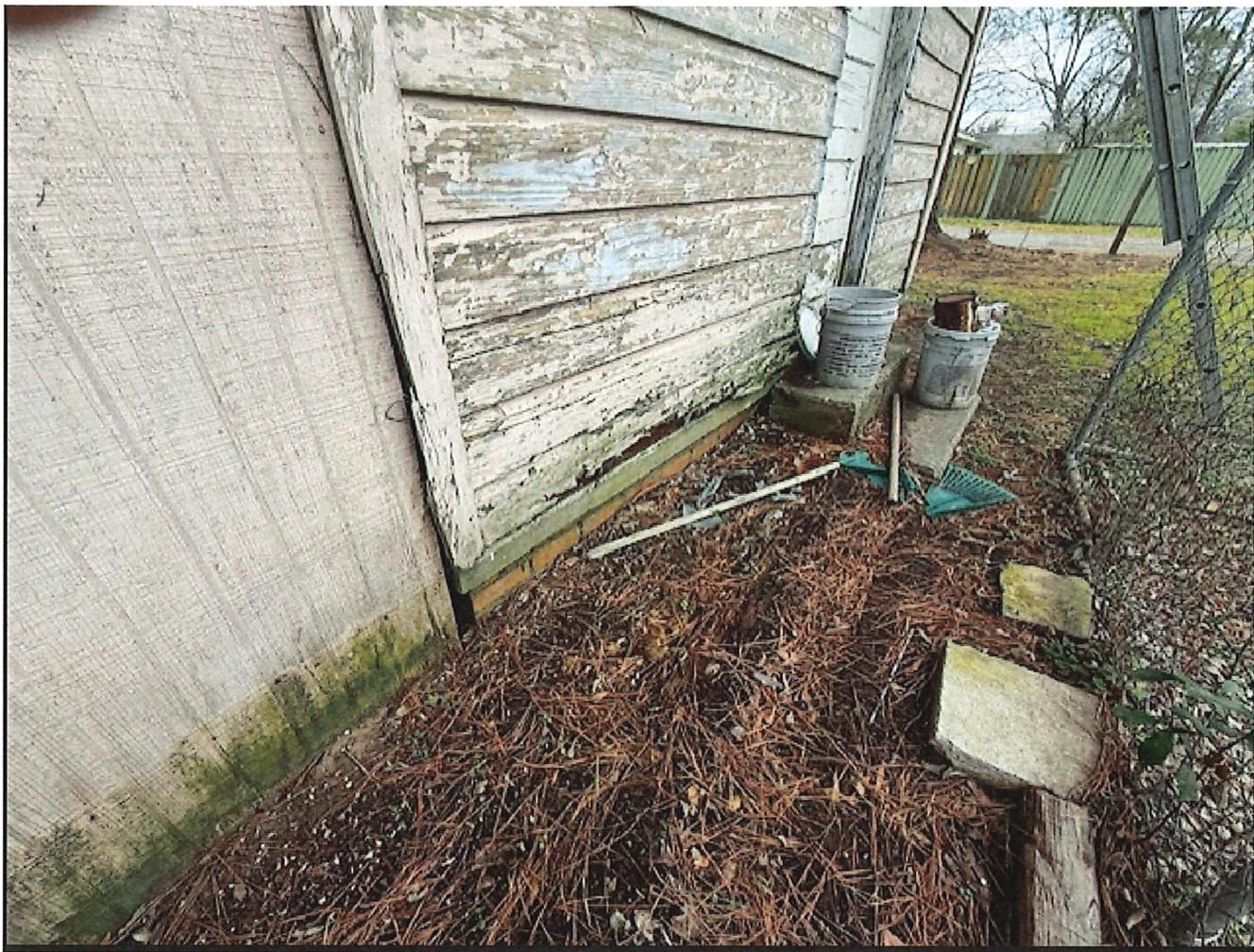
**PENALTY FOR VIOLATION OF THE BUILDING CODE AND RELATED ORDINANCES**

For each violation, the owner shall be liable for the cost of the permit and the cost of the inspection. If the owner fails to obtain the proper permits, the owner shall be liable for the cost of the permit and the cost of the inspection. If the owner fails to obtain the proper permits, the owner shall be liable for the cost of the permit and the cost of the inspection. If the owner fails to obtain the proper permits, the owner shall be liable for the cost of the permit and the cost of the inspection.

1-28-20

















# NOTICE OF PUBLIC HEARING

SHERIDAN ROBERT  
1908 GENE DR  
MOUNT PLEASANT, TX 75455

***RE: City of Mount Pleasant, SANDERS & ELLIS ADDITION BLK 20 LOT 4 .1653 AC, located at 1008 W 8<sup>th</sup> St , Mount Pleasant, TX. Titus CAD Property ID # 15178***

Per city ordinance 150.015 Dangerous Structure. The structure located at **1008 W 8<sup>th</sup> St** Mount Pleasant TX has been declared a dangerous structure. A public hearing will be held by the City of Mount Pleasant on **March 17, 2025 at 6:00pm** in the City Council chambers, located at 501 N Madison Mount Pleasant, TX 75455 to allow the City of Mount Pleasant to hear and possibly issue an order deeming the structure to be a dilapidated structure and order action to be taken.

Based on observations from the exterior of the structure, an inspection was completed at the above address on 9/11/2025. It was determined by the Building Official that the structure has considerable damage due to neglect and is in a state of dilapidations. The structure has been neglected and left in a state of disrepair. Based on city ordinance 150.018 (G), if the building, structure, or portion thereof as a result of decay, deterioration or dilapidation is unsalvageable, it shall be deemed a dilapidated structure.

If the owners, lienholder, or mortgagee wish to repair or demo the structure they shall at the hearing provide proof of the scope of any work that may be required to comply with this subchapter and the time it will take to reasonably perform the work. All work, repairs, or demos must be completed within 30 days unless it is established at the hearing work cannot reasonably be performed within 30 days. The cost of demolishing the structure will be at the owner's expense. If you do not pay the fees incurred through the City's necessitated action, a lien will be filed against the property for the amount of the demolition plus administrative fees.

John Ankrum  
Building Official  
903-575-4102  
[jankrum@mpcity.org](mailto:jankrum@mpcity.org)

## John Ankrum

---

**From:** John Ankrum  
**Sent:** Monday, February 9, 2026 1:00 PM  
**To:** Leslie Brosnan  
**Subject:** Please Post  
**Attachments:** Pics 902 W 10th.pdf; 1008 W 8th Notice Pics.pdf; 815 E 9th Notice Pics.pdf; NOTICE OF PUBLIC HEARING Owner Letter 815 E 9th .docx; NOTICE OF PUBLIC HEARING Owner Letter 1008 W 8th .docx; NOTICE OF PUBLIC HEARING Owner Letter 902 W 10th.docx

Leslie, per our ordinance 150.20 I am required to notify you that a public hearing will be held 12/2/2025 at 501 N Madison in the council chambers at 6pm. The properties located at

**815 E 9<sup>th</sup> street** owned by HOWARD WILLIAM B & LILLIE Legal Description SUNRISE ADDITION BLK 3 LOT 8 .1986 AC, Titus CAD Property ID # 15405

**1008 W 8th Street** owned by SHERIDAN ROBERT, Legal Description: SANDERS & ELLIS ADDITION BLK 20 LOT 4 .1653 AC, Titus CAD Property ID# 15178

**902 W 10th St** owned by FREEMAN E H MRS ESTATE, Legal Description: HIGHLAND PARK ADDITION BLK 2 LOT 1 & 2 .4673 AC, Titus CAD Property ID# 14046

These properties have been declared a public nuisance and unsafe structure. I have attached pictures and the official letter that was mailed to the owner. Please contact me if you have any questions. Thanks

John Ankrum  
Building Official  
City of Mt. Pleasant  
Office 903-575-4102  
500 N Madison Ave.



CONFIDENTIALITY NOTICE: This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing, or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the

# ESTIMATE

**AD Land Services**  
550 County Road 4765  
Mount Pleasant, TX 75455-1071

doug@adlandservices.com  
+1 (903) 708-1902



## City of Mount Pleasant, Texas

**Bill to**  
City Of Mount Pleasant

**Ship to**  
1008 W 8th St  
Mount Pleasant TX 75455

### Estimate details

Estimate no.: 1123  
Estimate date: 02/01/2026

Product or service	Description	Qty	Rate	Amount
<b>Building Demolition</b>	Demo house, shed and fence. Remove all structures and clean all debris from property.	1	\$4,900.00	\$4,900.00
			<b>Total</b>	<b>\$4,900.00</b>

**Accepted date**

**Accepted by**

**U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT**

*Domestic Mail Only*  
ROBERT SHERIDAN  
1908 GENE DR  
MT PLEASANT, TX 75455 3101 01

Certified Mail Fee \$  
Return Receipt (Hardcopy) \$  
Return Receipt (Electronic) \$  
Certified Mail Restricted Delivery \$  
Postage \$  
Total Postage and Fees \$

Postmark Here  
JOHN ANTRUM 1/28/26

Sent to:  
0.50  
3.50  
2.80  
0.00  
6.80

Reference Information

PS Form 3800, Facsimile, July 2015

Label #7 - Certified Mail Article Number

FORM #45663 VERSION: E1023

**WALZ**

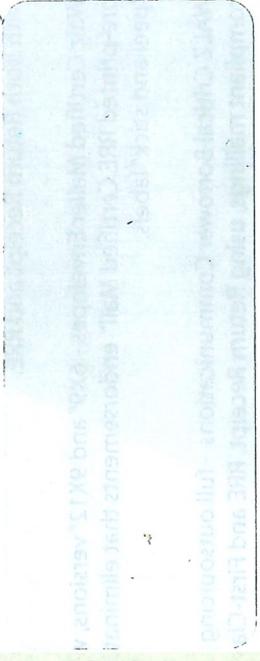
FROM  
**WALZ  
CERTIFIED  
MAILER®**

ROBERT SHERIDAN  
1908 GENE DR  
MT PLEASANT, TX 75455

Label #1

ROBERT SHERIDAN  
1908 GENE DR  
MT PLEASANT, TX 75455

Label #2



Label #3

A FOLD AND TEAR THIS WAY → OPTIONAL  
Label #5 (OPTIONAL)

ROBERT SHERIDAN  
1908 GENE DR  
MT PLEASANT, TX 75455

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2236 3101 04

Certified Article Number  
9414 7266 9904 2236 3101 01  
SENDER'S RECORD

Label #4

ORDER NO. 26-003

AN ORDER OF THE CITY COUNCIL FOR THE CITY OF MOUNT PLEASANT REGARDING ABATEMENT OF THE SUBSTANDARD AND DANGEROUS STRUCTURE LOCATED AT **1008 W 8<sup>th</sup> Street, Mount Pleasant TX 75455, (“SUBJECT PROPERTY”), LEGAL DESCRIPTION BEING: SANDERS & ELLIS ADDITION BLK 20 LOT 4 .1653 AC, Parcel 15178**

The City Council for the City of Mount Pleasant conducted a public hearing on **March 17, 2026**, in accordance with § 150.021 of the City’s Code of Ordinances and Chapter 214, Texas Local Government Code, regarding the structure located at the Subject Property, at which time all owners and/or other parties with interest in the Subject Property were afforded an opportunity to appear, and after hearing arguments and presentation of evidence, the City Council determined that the Subject Property includes an unsafe/dangerous building containing dilapidated and substandard conditions that pose a threat or potential threat to life, health, property, or human safety, and is in violation of applicable City ordinances.

The City Council specifically finds that all proper notices have been sent consistent with City Ordinances; and based upon the evidence presented, the City Council finds that the Subject Property remains in violation of the ordinances relative to substandard structures, to wit: § 150.018 of the City’s Code of Ordinances; and finds that the exterior and or interior of the structure contains nuisance conditions that constitute a hazard to the health, safety, and welfare of the citizen and likely to endanger persons and property. The City Council, having considered all evidence presented at hearing, including the issuance of notices, now incorporates the same into the body of this Order for all purposes, and now finds that the Subject Property remains in violation of the ordinance because the primary structure thereon is dilapidated, substandard and/or unfit for human habitation, constitutes a hazard to the health, safety and welfare of the citizen and likely to endanger persons and property; and

THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF CITY OF MOUNT PLEASANT THAT:

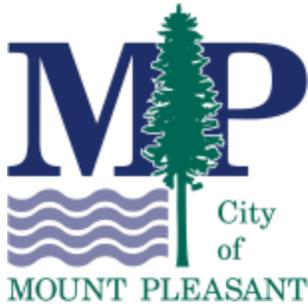
1. No person or entity may occupy the structure until such time as a final inspection is conducted to determine whether all terms and conditions of this Order have been satisfied;
2. The owner, lien holder, and/or mortgagee is hereby required to DEMOLISH AND REMOVE the substandard structure located upon the Subject Property, and such work shall be completed within 30 days of the date on which this Order was issued.
3. If the required work is not completed within the time period specified herein, the City Council may order the City to perform the required work at the owner’s expense. If owner fails to reimburse City for its actual expenses, the City through its City Attorney may file a lien against the Subject Property to recover actual costs incurred by the City plus attorney’s fees and interest, as applicable.

Within 10 days of the date of this order: (1) a copy of this order shall be filed with the City Secretary; (2) notice of the order shall be published in a newspaper of general circulation that includes the street address/legal description of the Subject Property, the date of the hearing, a brief statement of the results of this order and provide notice that a copy of this order may be reviewed and/or obtained during regular business hours in the office of the City Secretary; and (3) notice of this order shall be mailed to each owner, lienholder or mortgagee by certified mail, return receipt requested.

**ORDERED THIS 17th DAY OF March, 2026**

\_\_\_\_\_

NAME  
Mayor, on behalf of City Council



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Planning

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**Subject:** Discuss and consider action to approve the Preliminary Plat for a one lot, one block Anderson Town Crossing Commercial Phase 1 Subdivision with proposed new street right of way, being a 5.469-acre property in the ATC PD-2 Zoning District, a portion of a 10.03 acre tract 1000 in the Mitchell, James R Abstract 0384 survey and a 36.248 acre Tract 1900 out of the Porter Reese survey Abstract 00441 in the Real Property Records of Titus County, Texas, located approximately 1/3 mile north of the Tankersley Road intersection on the west side of US 271.

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## **Item Summary:**

The project is located on a portion of several Anderson Towne Crossing tracts adjacent to US 271 and near the current Atwood's Store and is being proposed for an Academy store.

The property is a part of the recently amended PD-2 zoned ATC development approved in January, and this preliminary plat is for the first lot proposed adjacent to US 271.

## **Financial Impact:**

There is no budgetary impact.

## **Recommendation(s):**

Motion to approve PP 2026-01 for the Preliminary Plat for Lot 1 in the Anderson Towne Crossing Commercial Phase 1 subdivision and siting of entrance street right of way as presented.

# Memorandum

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

**SUBJECT:**

PP-2026-01: Preliminary Plat for the ATC Commercial Phase 1 Academy site

**BACKGROUND:**

An application has been submitted by Jon Anderson on behalf of Creative Destination Development, property owner, for the approval of a Preliminary Plat (PP) for a one lot, one block commercial development on 5.469 acres on the northeastern side of the Anderson Towne Crossing development, planned future site for an Academy store. This also consists of a new public street right of way into the property, previously site of a driveway leading from US 271 into the adjacent Atwoods store and on into the larger ATC Commercial development. The street name is proposed as All Good Drive. Future planning will result in an expanded Preliminary Plat with additional lots mirroring the Planned Development site plan for the entire ATC Development that was approved earlier this year.

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

1. That a site plan be approved for the property prior to construction.
2. That the existing driveway in the street right of way be repaired to city standards and accepted by the city prior to final plat application..
3. That a final plat be approved prior to certificate of occupancy issuance for the Academy store.

The Planning and Zoning Commission discussed this item at its regular meeting on March 10, 2026, and voted to recommend the preliminary plat as presented

**RECOMMENDATION:**

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

**Attachments:**

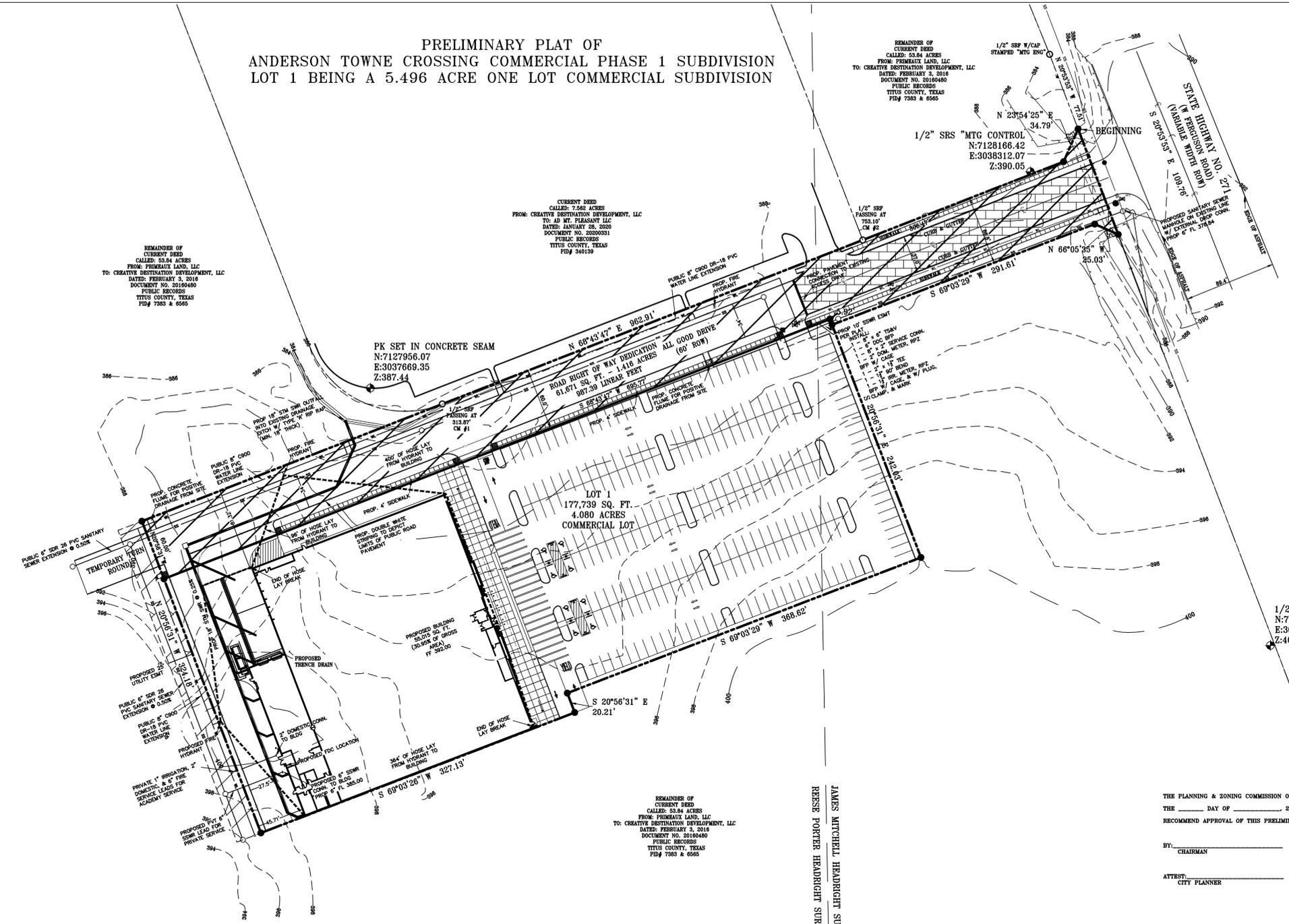
[PLAT FOR MEETING Anderson Towne Crossing Commercial Ph I Preliminary](#)

**PRELIMINARY PLAT OF  
ANDERSON TOWNE CROSSING COMMERCIAL PHASE 1 SUBDIVISION  
LOT 1 BEING A 5.496 ACRE ONE LOT COMMERCIAL SUBDIVISION**

REMAINDER OF  
CURRENT DEED  
CALLED: 53.84 ACRES  
FROM: PRIMAUX LAND, LLC  
TO: CREATIVE DESTINATION DEVELOPMENT, LLC  
DATED: FEBRUARY 3, 2016  
DOCUMENT NO. 20160480  
PUBLIC RECORDS  
TITUS COUNTY, TEXAS  
FD# 7383 & 6565

CURRENT DEED  
CALLED: 7.52 ACRES  
FROM: CREATIVE DESTINATION DEVELOPMENT, LLC  
TO: AD MT PLEASANT LLC  
DATED: JANUARY 28, 2020  
DOCUMENT NO. 20200331  
PUBLIC RECORDS  
TITUS COUNTY, TEXAS  
FD# 540139

REMAINDER OF  
CURRENT DEED  
CALLED: 53.84 ACRES  
FROM: PRIMAUX LAND, LLC  
TO: CREATIVE DESTINATION DEVELOPMENT, LLC  
DATED: FEBRUARY 3, 2016  
DOCUMENT NO. 20160480  
PUBLIC RECORDS  
TITUS COUNTY, TEXAS  
FD# 7383 & 6565

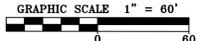
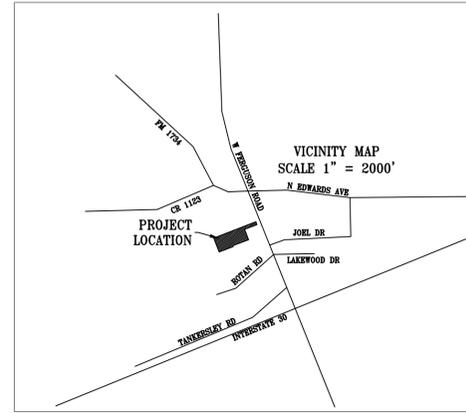


1/2" SRS "MTG CONTROL"  
N:7127242.90  
E:3037633.58  
Z:397.59

The bearings are based on Grid North within the Texas Coordinate System of 1983, North Central Zone, HARRIS (CRCSIS, EPOCH 2002.0), grid, with a bearing of North 88 degrees 43 minutes 47 seconds East. The following control monuments were used to establish the basis of bearings:  
CONTROL MONUMENT #1 N:7127242.90 E:3037633.58 Z:397.59  
CONTROL MONUMENT #2 N:128100.032 E:3038148.825

NOTES:  
In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned. Subsurface and environmental conditions were not surveyed or examined or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property.

JAMES MITCHELL HEADRIGHT SURVEY, ABSTRACT NO. 384  
RENESE PORTER HEADRIGHT SURVEY, ABSTRACT NO. 441



**LEGEND**

- WATER VALVE
- FIBER OPTIC CABLE MARKER
- JUNCTION BOX TELEPHONE
- BENCHMARK
- 1/2" STEEL ROD FOUND
- 1/2" STEEL ROD WITH CAP STAMPED "MTG ENG" SET
- PROPOSED FIRE LANE
- PROPOSED FIRE LINE
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORM DRAIN

**OWNER CERTIFICATION**

Whereas Creative Destination Development, LLC is the owner of that certain lot, tract or parcel of land situated in the James Mitchell Headright Survey, Abstract No. 384 and the Renese Porter Headright Survey, Abstract No. 441, Mt. Pleasant, Titus County, Texas and being more particularly described as follows:

All that certain lot, tract or parcel of land situated in the James Mitchell Headright Survey, Abstract No. 384 and the Renese Porter Headright Survey, Abstract No. 441, Mt. Pleasant, Titus County, Texas, being a part of that certain tract of land described as 53.84 acres in the deed from Primaux Land, LLC, to Creative Destination Development, LLC, dated February 3, 2016, as recorded in Document Number 20160480 of the Public Records of Titus County, Texas (hereinafter called Subject Tract) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" steel rod with plastic cap stamped "MTG ENG" set (hereinafter called 1/2" steel rod set) for a corner lying in the West Right-of-Way line of State Highway No. 271 (hereinafter called W Ferguson Road), the East line of the said Subject Tract, and from which a 1/2" steel rod with plastic cap stamped "MTG ENG" found for a corner bears N 20 deg. 53 min. 53 sec. E. a distance of 77.51 feet;

THENCE S. 20 deg. 53 min. 53 sec. E. a distance of 109.76 feet along the West Right-of-Way line of the said W Ferguson Road and the East line of the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE N. 68 deg. 05 min. 35 sec. W. a distance of 25.03 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE S. 69 deg. 03 min. 29 sec. W. a distance of 273.85 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE S. 20 deg. 56 min. 31 sec. E. a distance of 242.03 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE S. 69 deg. 03 min. 29 sec. W. a distance of 368.62 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE S. 20 deg. 56 min. 31 sec. E. a distance of 20.21 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE S. 69 deg. 03 min. 28 sec. W. a distance of 327.13 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE N. 20 deg. 56 min. 31 sec. E. a distance of 324.18 feet across the said Subject Tract to a 1/2" steel rod set for a corner;

THENCE N. 68 deg. 45 min. 47 sec. E. a distance of 313.87 feet passing a 1/2" steel rod found for the Southwestern most corner of that certain tract of land described as 7.562 acres in the deed from Creative Destination Development, LLC, to AD MT. Pleasant LLC, dated January 28, 2020, as recorded in Document Number 20200331 of the Public Records of Titus County, Texas, at a distance of 783.10 feet passing a 1/2" steel rod found for the Southeast corner of the said 7.562 acre tract of land and continuing in all a total distance of 862.91 feet across the said Subject Tract and along the South line of the said 7.562 acre tract of land to a 1/2" steel rod set for a corner;

THENCE N. 23 deg. 54 min. 25 sec. E. a distance of 34.79 feet across and through the said Subject Tract to the POINT OF BEGINNING and containing 239,410 square feet, 5.496 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:  
I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS DESCRIPTION SHOWN HEREON, AND DESIGNATED HEREIN AS ANDERSON TOWNE CROSSING COMMERCIAL SUBDIVISION PHASE 1 AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES SHOWN THEREON.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name \_\_\_\_\_ Title \_\_\_\_\_

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

**SURVEYOR CERTIFICATE:**

I, THE UNDERSIGNED REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

\*PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSE\*

JEFFREY A. WOOD  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6220, STATE OF TEXAS  
FIRM CERTIFICATE NO. 101011-00  
DATE: MARCH 9, 2024

THE PLANNING & ZONING COMMISSION OF THE CITY OF MOUNT PLEASANT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ VOTED AFFIRMATIVELY TO RECOMMEND APPROVAL OF THIS PRELIMINARY PLAT.

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
CITY PLANNER

THE THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ VOTED AFFIRMATIVELY TO APPROVE THIS PRELIMINARY PLAT.

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY SECRETARY

APPLICANT:  
JOY ANDERSON, PRESIDENT  
RESIDENTIAL LAND  
103 EAST VIRGINIA STREET, SUITE 201  
MCKINNEY, TX 75069

RECORD OWNER:  
CREATIVE DESTINATIONS DEVELOPMENT, LLC  
1221 N. FERGUSON AVE.  
MT. PLEASANT, TX 75455

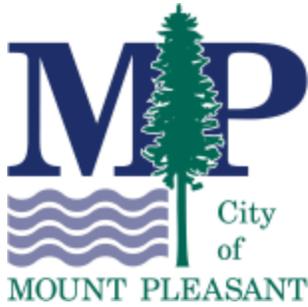
NOTE: PROPERTY SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN VOLUME 1978, PAGE 177 REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS. NO OTHER EASEMENTS OF RECORD WERE NOTED IN THE TITLE COMMITMENT TO THE SURVEYOR, UNLESS OTHERWISE NOTED, NOR HAS ANY ADDITIONAL BASKINRY RESEARCH BEEN CONDUCTED BY THE SURVEYOR.

**PRELIMINARY PLAT  
ANDERSON TOWNE  
CROSSING COMMERCIAL  
PHASE 1**  
AN ADDITION TO THE  
CITY OF MT. PLEASANT  
ZONED: COMMERCIAL  
5.496 ACRES



5930 Summerhill Road 903.838.8533 Telephone  
Tevakana, TX 75003 903.832.4700 facsimile  
File No. 256225-C-PLAT-REV Sheet No. \_\_\_\_\_

Drawn By: JWB  
Checked By: JWB  
Project No.: 256225  
Dwg. Date: 03/03/2026



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Planning

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**Subject:** Discuss and consider approving an amendment to the Preliminary Plat of the Anderson Towne Crossing Phase 1 Subdivision (PP-2024-03), proposing additional commercial lots created from Lot 2 and reflecting the approved construction of the right-of-way of Anderson Parkway.

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## **Item Summary:**

The project is located at original Anderson Towne Crossing development along Tankersley Road that was previously preliminary platted back in 2024 for the first multi-family phase of the development and development of Anderson Parkway, a planned city Right of Way into the development.

Subsequently, an applicant for a new hotel site has requested a revision to Lot 4 to enlarge the previous property in order to acquire that property for development. This requires an amendment to the previous preliminary plat and also a final plat for that Lot 4, which follows this action.

Relevant city staff acting as the Development Review Committee reviewed and approved the preliminary plat and final plat provisions (which follow this agenda item) as complying with city requirements and the PD-2 zoning and land use requirements for the development.

## **Financial Impact:**

There is no budgetary impact.

## **Recommendation(s):**

Motion to approve the Preliminary Plat of the Anderson Towne Crossing Phase 1 Subdivision

# Memorandum

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

**SUBJECT:**

PP-2026-02: Preliminary Plat for the ATC Phase 1 and Anderson Parkway

**BACKGROUND:**

This case is to revise the overall Anderson Towne Crossing Phase 1 preliminary plat of the development along Tankersley Road previously approved in 2024 for the first multi-family phase of the development and development of Anderson Parkway, a planned city Right of Way into the development to allow a larger lot configuration. .

An applicant for a new hotel site has requested a revision to Lot 4 to enlarge it for their purposes and to acquire that property for development, which requires a final plat and city acceptance of Anderson Parkway. For transparency, this requires an amendment to the previous preliminary plat, which is this case, and also a final plat for that Lot 4 hotel site, a case which follows on this agenda.

Relevant city staff acting as the Development Review Committee reviewed and approved the preliminary plat as complying with city requirements.

TXDOT has given their conditional permission for access to their overall roadways for the proposed change and the proposed hotel use..

Staff recommends approval of the revised preliminary plat of Anderson Towne Crossing Phase 1 as it meets the requirements of Section 154 of the Subdivision Regulations of the City of Mount Pleasant. Conditions of approval include

1. That a site plan for the hotel be approved for Lot 4 prior to obtaining a building permit for construction.

**RECOMMENDATION:**

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

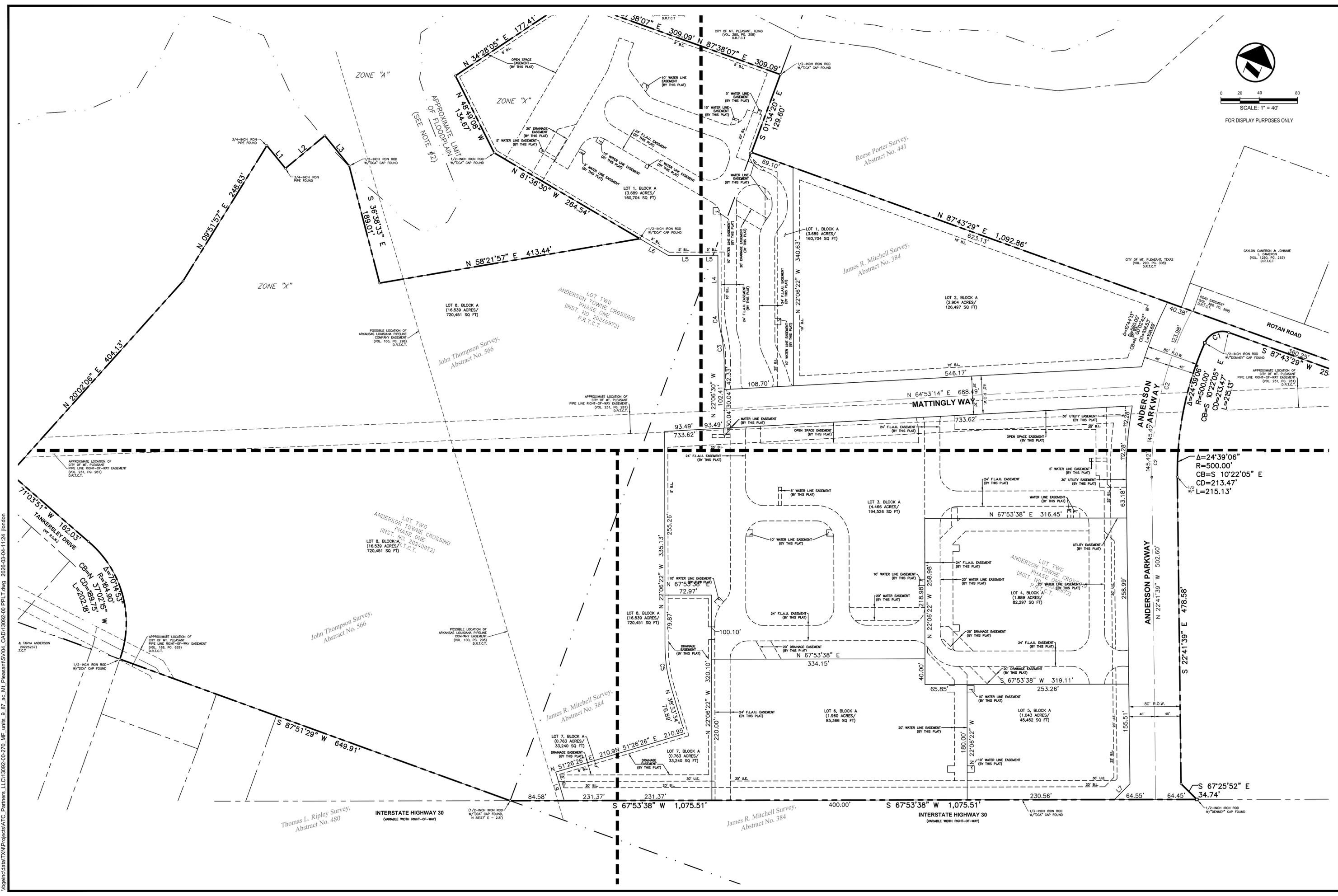
**Attachments:**

[13092-00 PPLT overall page](#)



0 20 40 80  
SCALE: 1" = 40'

FOR DISPLAY PURPOSES ONLY



\\bgm\cdata\TX\N\Projects\ATC\_Partners\_LLC\13092-00-270\_MF\_units\_9\_87\_ac\_Mt\_Pleasant\SV04\_CADD\13092-00\_PPLT.dwg 2026-03-04-11:24 jlonon



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Planning

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**Subject:** Discuss and consider approval of the Final Plat of the Symmetry Addition Subdivision, on 7.329 acres, creating a 6.617 acre one lot non-residential subdivision, and dedicating 0.712 acres of right of way of adjacent Choctaw street to the City as a 30 foot strip from the existing centerline located on west side, north of the intersection of Choctaw and E Ferguson, addressed as 1325 E Ferguson Street in the city of Mount Pleasant, Texas.

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## **Item Summary:**

The project is located at the far eastern boundary of the city, was rezoned and received preliminary plat approval in 2023. It has had extensive site planning on the property and is currently under construction for the headquarters office of Jason Bell's Symmetry firm.

The site plan was also previously approved, with the final action being the final plat, which formally dedicates property listed officially in property records as being owned by the applicant to the center line of the already developed Choctaw Street as Right of Way to the city of Mount Pleasant.

Relevant city staff acting as the Development Review Committee have reviewed and approved the plat as complying with city requirements.

## **Financial Impact:**

There is no budgetary impact.

## **Recommendation(s):**

Motion to approve the Final Plat of Symmetry Addition and Right of Way dedication of Choctaw Lane as shown..

# Memorandum

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

**SUBJECT:**

FP-2026-01: Final Plat for the Symmetry Addition

**BACKGROUND:**

Jason Bell has been working on his Symmetry Sports headquarters and office building at 1325 Ferguson for several years. This final plat is the final action required prior to his permitted construction receiving its building inspection approvals and Certificate of Occupancy.

Because the right of way of the adjacent already developed Choctaw Street was never formally dedicated to the city, this plat makes that official as Mr. Bell was previously shown in records to be the owner to the street centerline. The final plat formalizes that city Choctaw Right of Way dedication.

**RECOMMENDATION:**

Staff recommends approval of the final plat.

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

**Attachments:**

[FINAL 2024-D261 Rev 1 Prelim 26-2-18-1](#)

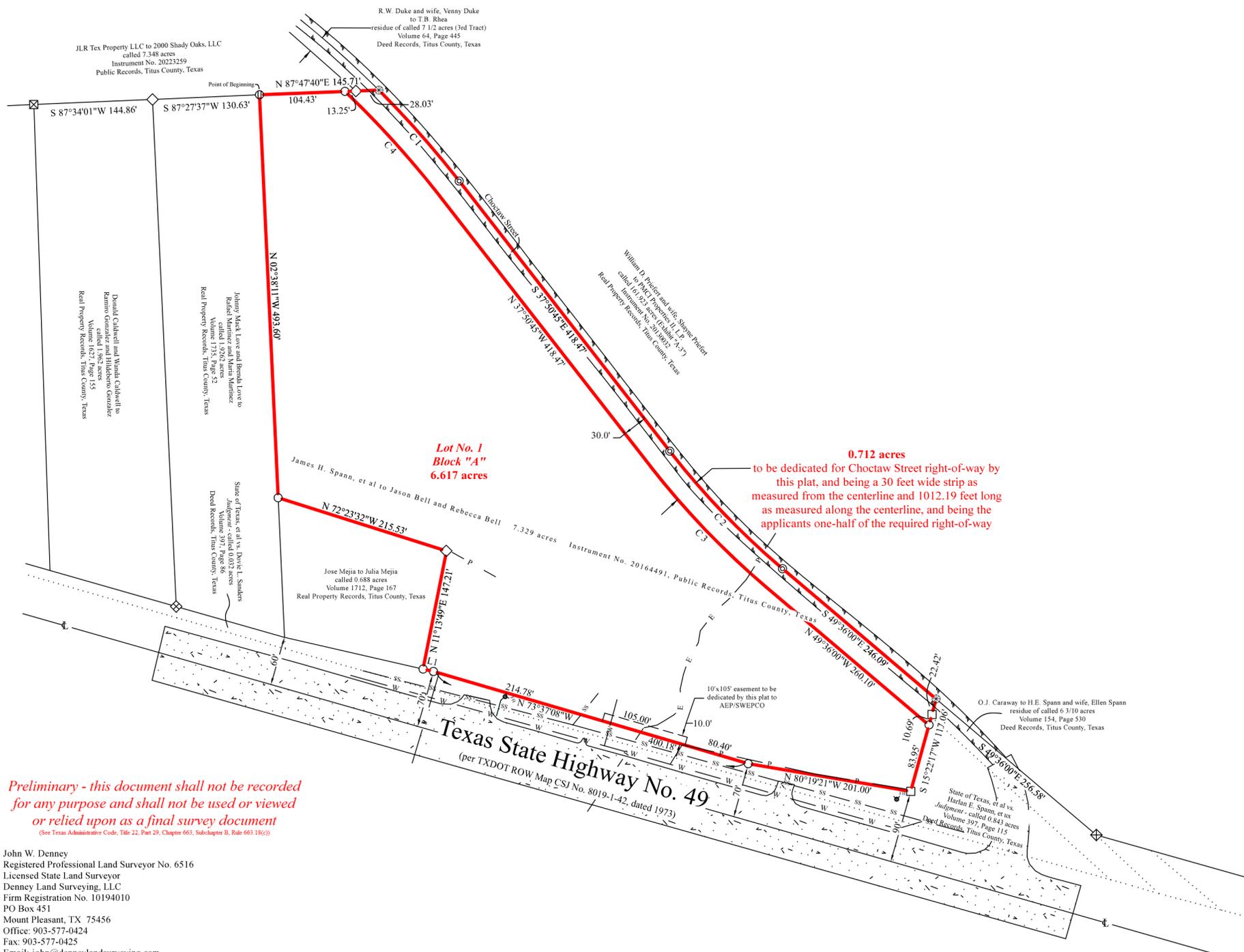


Scale: 1" = 100'

# Final Plat of *Symmetry Addition* (Being a non-residential single-lot subdivision of a 7.329 acre tract)

City of Mount Pleasant

Henry W. Jones Survey, Abstract No. 307  
Titus County, Texas



*Preliminary - this document shall not be recorded  
for any purpose and shall not be used or viewed  
or relied upon as a final survey document  
(See Texas Administrative Code, Title 22, Part 29, Chapter 663, Subchapter B, Rule 663.18(c))*

John W. Denney  
Registered Professional Land Surveyor No. 6516  
Licensed State Land Surveyor  
Denney Land Surveying, LLC  
Firm Registration No. 10194010  
PO Box 451  
Mount Pleasant, TX 75456  
Office: 903-577-0424  
Fax: 903-577-0425  
Email: john@denneylandsurveying.com  
Job No. 2024-D261 Rev 1 Prelim 26-2-18-1  
CRD 2016-D235  
Date of plat: February 18, 2026

Owner's Dedication:

JW Bell Commercial Holdings, LLC, the undersigned owner of the land shown on this plat within the area described hereon, and designated as shown, and whose name is subscribed hereto, hereby accepts this plat as a plan for subdividing same, and hereby dedicates to the public forever the road right-of-way denoted hereon, and to AEP/SWEPCO and its successors and assigns the easement denoted hereon, and offer 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.

JW Bell Commercial Holdings, LLC  
by: Jason Bell

STATE OF TEXAS  
COUNTY OF

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Jason Bell of JW Bell Commercial Holdings, LLC, 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 considerations therein expressed.

Notary Public in and for the State of Texas \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TITUS

The Planning Commission of the City of Mount Pleasant, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_\_\_, voted affirmatively to recommend adoption of this plat by the City Council.

Chairman \_\_\_\_\_

City Planner \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TITUS

The City Council of the City of Mount Pleasant, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 202\_\_\_\_, voted affirmatively to adopt this plat and dedicated portion of the right-of-way of Choctaw Street as shown and approve it for filing of record.

by Mayor, Wesley Lyon II \_\_\_\_\_

Attest: City Secretary, Candias Webster \_\_\_\_\_

Final Plat of  
***Symmetry Addition***  
 (Being a non-residential single-lot  
 subdivision of a 7.329 acre tract)

STATE OF TEXAS

COUNTY OF TITUS

Denney Land Surveying, LLC does hereby certify that the following plat and description were prepared from an actual survey made on the ground during the months of October, A.D. 2016 and August, A.D. 2024.

DESCRIPTION OF PROPERTY

Being a tract of land located in the Henry W. Jones Survey, Abstract No. 307, Titus County, Texas, and in the City of Mount Pleasant, and being all of a 7.329 acre tract conveyed to Jason Bell and Rebecca Bell in a Deed known as Instrument No. 20164491 of the Public Records of Titus County, Texas, the same being all of the remainder of a called 0.98 acre tract (First Tract) and all of the remainder of a called 2.98 acre tract (Second Tract) conveyed to H.E. Spann and wife, Ellen Spann in a Deed found in Volume 211, Page 503 of the Deed Records of Titus County, Texas, and part of the remainder of a called 6 3/10 acre tract conveyed to H.E. Spann and wife, Ellen Spann in a Deed found in Volume 154, Page 530 of the Deed Records of Titus County, Texas, and being more particularly described as follows:

Beginning at a 3/8" anchor bolt found at the northwest corner of said 0.98 acre tract and the northeast corner of a called 1.9262 acre tract conveyed to Rafael Martinez and Maria Martinez in a Deed found in Volume 1735, Page 52 of the Real Property Records of Titus County, Texas, the same lying in the south line of a called 7.348 acre tract conveyed to 2000 Shady Oaks, LLC in a Deed known as Instrument No. 20223259 of the Public Records of Titus County, Texas, from which the approximate intersection of two fences bears South 29°14' West about 2.9 feet, a 5/8" iron rod found at the northwest corner of said 1.9262 acre tract and the northeast corner of a called 1.962 acre tract conveyed to Ramiro Gonzalez and Hildeberto Gonzalez in a Deed found in Volume 1627, Page 155 of the Real Property Records of Titus County, Texas, the same lying in the south line of said 7.348 acre tract, bears South 87°27'37" West 130.63 feet, and an axle found at the northwest corner of said 1.962 acre tract, the same lying in the south line of said 7.348 acre tract, bears South 87°27'37" West 130.63 feet and South 87°34'01" West 144.86 feet.

Thence North 87°47'40" East along the north line of said 0.98 acre tract and the south line of said 7.348 acre tract, and at a distance of approximately 74.31 feet passing the northeast corner of said 0.98 acre tract and the northwest corner of said 2.98 acre tract, then continuing on along the north line of said 2.98 acre tract and at a distance of 117.68 feet passing a 5/8" iron rod found at the southeast corner of said 7.348 acre tract and a southwest corner of a residue of a called 7 1/2 acre tract conveyed to T.B. Rhea in a Deed found in Volume 64, Page 445 of the Deed Records of Titus County, Texas, then continuing on along the south line of said residue for a total distance of 145.71 feet to a bridge nail previously set, near the centerline of Choctaw Street, at a northeast corner of said 2.98 acre tract and the southeast corner of said residue, the same lying in the southwest line of a called 161.923 acre tract (Exhibit "A-3") conveyed to PMCI Properties II, L.P. in a Deed known as Instrument No. 20130032 of the Real Property Records of Titus County, Texas;

Thence in a southeasterly direction, generally along the centerline of Choctaw Street, along the southeast line of said 161.923 acre tract and the northeast line of said 2.98 acre tract with a curve to the right having Radius = 1201.90 feet, Delta = 07°04'16", and Long Chord = South 41°22'53" East 148.24 feet, and at a distance of 128.00 feet passing the easterly northeast corner of said 2.98 acre tract and the northwest corner of said 6 3/10 acre tract, then continuing on along the northeast line of said 6 3/10 acre tract for a total distance of 148.33 feet to a magnetic anomaly found;

Thence continuing southeasterly, generally along the centerline of Choctaw Street, along the northeast line of said 6 3/10 acre tract and a southwest line of said 161.923 acre tract the following courses: (1) South 37°50'45" East 418.47 feet to a magnetic anomaly found; (2) with a curve to the left having Radius = 971.49 feet, Delta = 11°45'15", and Long Chord = South 43°43'23" East 198.95 feet, for a distance of 199.30 feet to a magnetic anomaly found; (3) South 49°36'00" East 246.09 feet to a bridge nail previously set at the northeast of the remainder of said 6 3/10 acre tract and the northwest corner of a residue of said 6 3/10 acre tract lying in the right-of-way of Texas State Highway No. 49, from which a 1/2" iron rod with a cap marked "Hampton" found at a southwest corner of said 161.923 acre tract, the same lying in the northeast line of last said residue and the north line of said right-of-way, bears South 49°36'00" East 256.58 feet;

Thence South 15°22'17" West along the west line of last said residue and an east line of the remainder of said 6 3/10 acre tract, and at a distance of 22.42 feet passing a concrete right-of-way monument (Type 1) found, on the southeast side of a 6" wooden fence corner, at the southwest corner of last said residue and the northerly corner of a called 0.843 acre tract conveyed to the State of Texas in a Judgment found in Volume 397, Page 115 of the Deed Records of Titus County, Texas, then continuing on along a west line of said 0.843 acre tract for a total distance of 117.06 feet to a busted concrete right-of-way monument (Type 1) found at an ell corner of said 0.843 acre tract and said right-of-way and a southeast corner of the remainder of said 6 3/10 acre tract;

Thence North 80°19'21" West along a north line of said 0.843 acre tract and said right-of-way and a south line of the remainder of said 6 3/10 acre tract for a distance of 201.00 feet to a 1/2" iron rod with a cap marked "Denney" previously set.

Thence North 73°37'08" West, continuing along a north line of said 0.843 acre tract and said right-of-way and a south line of the remainder of said 6 3/10 acre tract, and at a distance of 19.77 feet (at 3.02 feet to the right) passing a 6" chain link fence corner, then continuing on, generally along a chain link fence, and at a distance of approximately 350.31 feet passing the southwest corner of the remainder of said 6 3/10 acre tract and the southeast corner of the remainder of said 2.98 acre tract, then continuing on along a south line of the remainder of said 2.98 acre tract for a total distance of 400.18 feet to a 1/2" iron rod with a cap marked "Denney" previously set.

Thence North 77°05'51" West, continuing along a north line of said 0.843 acre tract and said right-of-way and a south line of the remainder of said 2.98 acre tract, for a distance of 13.01 feet to a 1/2" iron rod with a cap marked "Denney" previously set at a southwest corner of the remainder of said 2.98 acre tract and the southeast corner of a called 0.688 acre tract conveyed to Julia Mejia in a Deed found in Volume 1712, Page 167 of the Real Property Records of Titus County, Texas, from which a 6" chain link fence corner bears South 41°27'13" East a distance of 0.78 feet.

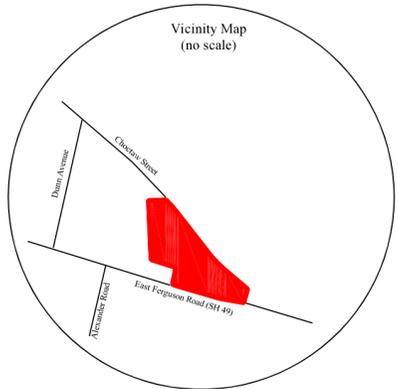
Thence North 11°13'49" East, generally along a chain link fence, along a west line of the remainder of said 2.98 acre tract and the east line of said 0.688 acre tract for a distance of 147.21 feet to a 5/8" iron rod found at the northeast corner of said 0.688 acre tract and an ell corner of the remainder of said 2.98 acre tract, the same lying on the west side of a metal building, from which a chain link fence corner bears North 48°39'29" East a distance of 0.62 feet.

Thence North 72°23'32" West, generally along a chain link fence, along the southwest line of the remainder of said 2.98 acre tract and the north line of said 0.688 acre tract, and at a distance of approximately 131 feet passing the westerly southwest corner of the remainder of said 2.98 acre tract and the southeast corner of the remainder of said 0.98 acre tract, then continuing on along the south line of the remainder of said 0.98 acre tract for a total distance of 215.53 feet to a 1/2" iron rod with a cap marked "Denney" previously set at the northwest corner of said 0.688 acre tract and the southwest corner of the remainder of said 0.98 acre tract, the same lying in the east line of said 1.9262 acre tract, from which a chain link fence corner bears North 71°07'26" East a distance of 1.54 feet;

Thence North 02°38'11" West, generally along a fence, along the west line of said 0.98 acre tract and the east line of said 1.9262 acre tract for a distance of 493.60 feet to the place of beginning, and containing a total of 7.329 acres of land.

***Preliminary - this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document***  
(See Texas Administrative Code, Title 22, Part 29, Chapter 663, Subchapter B, Rule 663.18(c))

John W. Denney  
 Registered Professional Land Surveyor No. 6516  
 Licensed State Land Surveyor  
 Denney Land Surveying, LLC  
 Firm Registration No. 10194010  
 PO Box 451  
 Mount Pleasant, TX 75456  
 Office: 903-577-0424  
 Fax: 903-577-0425  
 Email: john@denneylandsurveying.com  
 Job No. 2024-D261 Rev 1 Prelim 26-2-18-1  
 CRD 2016-D235  
 Date of plat: February 18, 2026



Course	Bearing	Distance
L1	N 77°05'51" W	13.01'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	1201.90'	74.26'	148.33'	7°04'16"	4°46'02"	148.24'	S 41°22'53" E
C2	971.49'	100.00'	199.30'	11°45'15"	5°53'52"	198.95'	S 43°43'23" E
C3	1001.49'	103.09'	205.45'	11°45'15"	5°43'16"	205.09'	N 43°43'23" W
C4	1171.90'	86.47'	172.63'	8°26'25"	4°53'21"	172.48'	N 42°03'57" W

- 1/2" iron rod with a cap marked "Denney" set/previously set
- Concrete right-of-way monument (Type 1) found
- ⊗ Bridge nail set/previously set
- ⊕ 1/2" iron rod with a cap marked "Hampton" found
- ⊖ 5/8" iron rod with a cap marked "DCA" found
- Ⓜ 3/8" anchor bolt found
- ◇ 5/8" iron rod found
- ⊙ Magnetic anomaly found
- ⚡ Fire hydrant
- ⊠ Axle found
- ⋯ Prior tract boundary line
- ▬ Edge of pavement
- - - - - Easement boundary (proposed)
- W — Water line (underground - provided by others)
- SS — Sewer line (underground - provided by others)
- P — Power line (overhead - provided by others)
- E — Electric line (underground - provided by others)

Notes:  
 (1) No improvements nor fences shown. Any utilities shown are based on the provided Site & Utility Plan, Sheet C1.00, annotated "THIS DOCUMENT IS RELEASED FOR REVIEW AND PERMITTING PURPOSES ONLY UNDER THE AUTHORITY OF LANE D. ROBERTS, P.E. 105135, IN MAY, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION." No easement research performed and no easements (except one proposed easement) are shown. No flood information researched.  
 (2) The subject property was surveyed based on a provided deed and/or legal description. It is possible one or more tracts have been severed from the subject, and this survey does not intend to describe ownership of the whole or any part of the subject. This survey was made without the benefit of a title commitment or policy, and there may exist un-considered documents affecting the subject.  
 (3) Bearings are based on grid north in NAD83(2011), Texas Coordinate System, North Central Zone (No. 4202), as observed by GNSS.  
 (4) Controlling monuments are: (a) concrete monuments found at a southeast corner and in an east line of the subject tract; (b) 1/2" iron rod with a cap marked "Hampton" found at a southwest corner of the shown 161.923 acre tract; (c) 5/8" iron rod with a cap marked "DCA" found at the southeast corner of the shown 1.962 acre tract; (d) axle found at the northwest corner of said 1.962 acre tract; (e) 5/8" iron rod found at the northeast corner of said 1.962 acre tract; (f) 5/8" iron rod found at the southeast corner of the shown 7.348 acre tract.





# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Planning

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**Subject:** Discuss and consider action to approve the Final Plat of one lot, one block Mount Pleasant Trails Subdivision, on 4.368-acres in the Multi Family (MF) Zoning District, Property ID 15338, described in instrument 20253555 in the Real Property Records of Titus County, Texas, and addressed as 399 Tension Road.

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## **Item Summary:**

An application on this property for a preliminary plat and a site for a Senior Tax Credit Housing project was approved during actions taken last month by City Council.

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

As a refresher, this was a Texas Department of Housing and Community Affairs (TDHCA) Senior Tax Credit housing project awarded last year by the state, and was previously supported by City Council resolution, which is attached. The property had been rezoned Multi Family (MF) district several years ago for a separate project that never moved forward.

## **Financial Impact:**

There is no budgetary impact.

## **Recommendation(s):**

Motion to approve the Final Plat of Mount Pleasant Trails Subdivision.

# Memorandum

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**TO:** Planning  
**FROM:** Lynn Barrett  
**DATE:** City Council - Mar 17 2026

**SUBJECT:**

FP-2025-02: Final Plat for the Mount Pleasant Trails Apartments

**BACKGROUND:**

An application has been submitted by Gabriel Loth on behalf of Mount Pleasant Trails, LP, property owner, for the approval of a Final Plat (PP) for a one lot, one block Mount Pleasant Trails Subdivision, approved as a preliminary plat and site for Senior Tax Credit Housing project at 399 Tennison Road during action taken last month by City Council..

The property is a 4.368-acre tract of land on Tennison Road and is zoned MF (Multi Family) which allows multi-family development.

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

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

**RECOMMENDATION:**

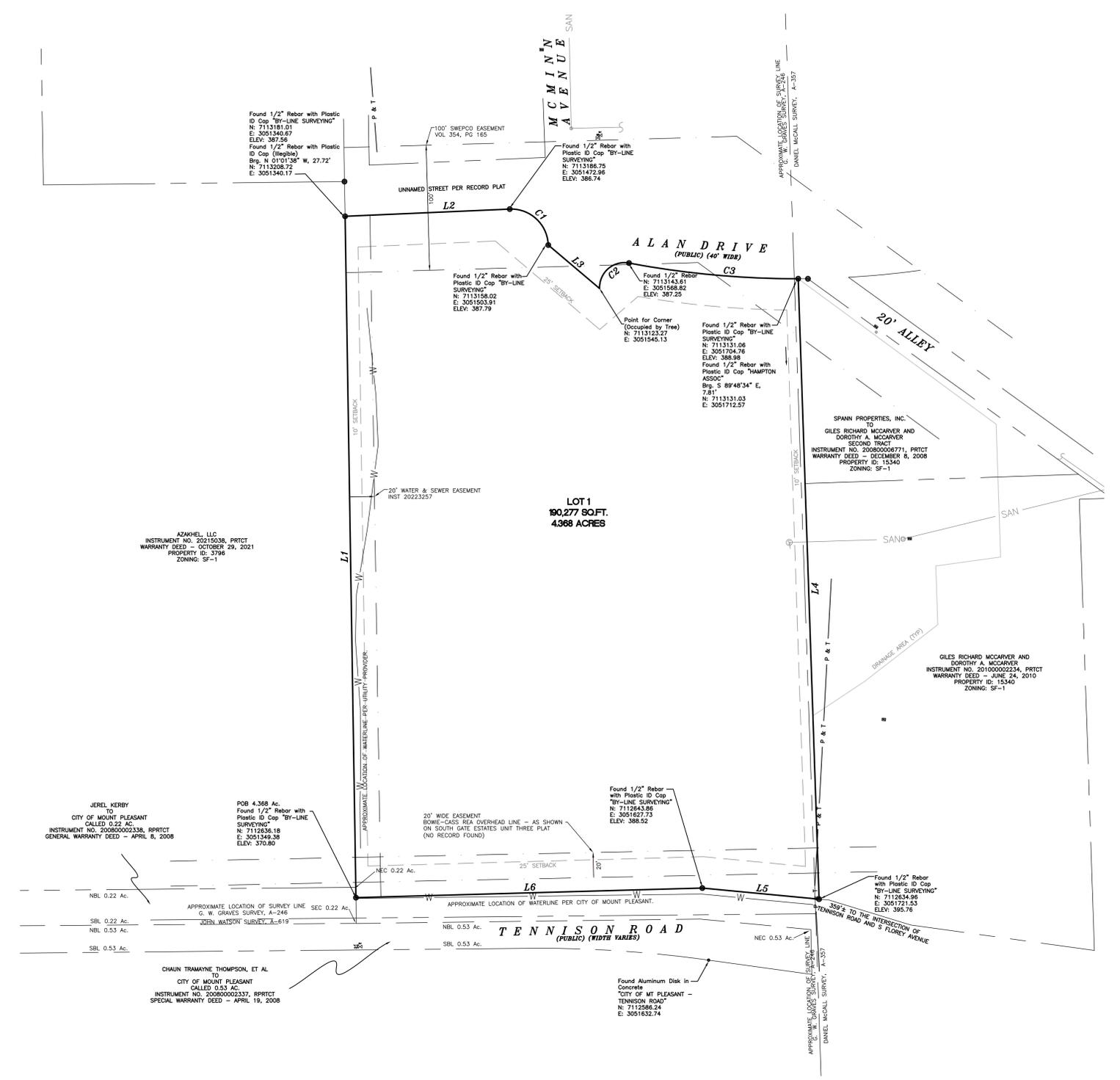
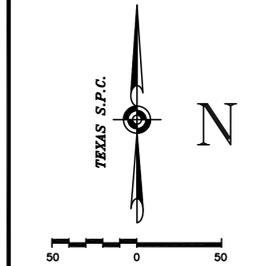
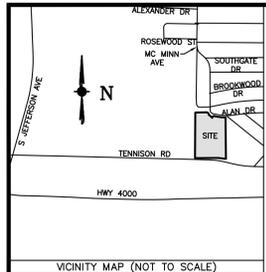
Staff recommends approval of this preliminary plat. based on its suitability for development.

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

**Attachments:**

[FINAL DRAFT Mount Pleasant Trails Subdivision Final](#)

**FINAL PLAT OF  
MOUNT PLEASANT TRAILS SUBDIVISION  
A 1 LOT, 1 BLOCK MULTI FAMILY SUBDIVISION ON 4.368 ACRES IN THE CITY OF MOUNT PLEASANT**



Line #	Length	Direction
L1	544.90	N0° 55' 00"W
L2	132.42	N87° 30' 44"E
L3	53.92	S49° 51' 30"E
L4	496.38	S1° 56' 12"E
L5	94.23	N84° 35' 00"W
L6	278.45	S88° 25' 09"W

Curve #	Length	Radius	CH Bearing	CH. Dist.
C1	46.97	29.71	S47° 07' 53"E	42.23
C2	35.83	20.00	N49° 20' 55"E	31.23
C3	136.72	730.52	S84° 43' 29"E	136.52

- SYMBOLS LEGEND**
- SMH SANITARY MANHOLE
  - SCO SANITARY CLEANOUT
  - HYDRANT
  - BACKFLOW PREVENTER
  - WATER METER
  - WATER SPIGOT
  - IRRIGATION CONTROL VALVE
  - WATER VALVE
  - CONC. MONUMENT
  - IRF IRON REBAR FOUND
  - IPF IRON PIPE FOUND
  - IRS 5/8" CAPPED IRON REBAR
  - CMF CHISELED MARK FOUND
  - CMS CHISELED MARK SET
  - PKF PK NAIL FOUND

- LINE LEGEND**
- PROPERTY LINE
  - BUILDING SETBACK LINE
  - EASEMENT LINE
  - W- WATER LINE AND SIZE OF PIPE
  - SAN- SANITARY SEWER LINE AND SIZE

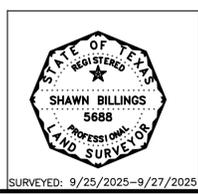
**NOTES:**

- THE SUBJECT PROPERTY IS LOCATED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND SPECIAL FLOOD HAZARD AREA ZONE A (WITHOUT BASE FLOOD ELEVATION) AS PER FLOOD LINES ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 48449C02650, DATED: 9/29/2010. FLOOD LINES SHOWN HEREON PER SHAPE FILES FROM FEMA FLOOD MAP SERVICE CENTER.
- BEARINGS RELATED TO GRID NORTH FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE. DISTANCES ARE EXPRESSED IN US SURVEY FEET AS MEASURED ALONG THE GRID FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (PROJECT COMBINED FACTOR: 1.000000). COORDINATES ARE EXPRESSED IN US SURVEY FEET AND ARE RELATED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, NAD83, 2011 ADJUSTMENT, EPOCH 2010.

**CERTIFICATE OF SURVEYOR**

I, THE UNDERSIGNED REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

\_\_\_\_\_  
JAMES S. BILLINGS, RPLS NO. 5688



SURVEYED: 9/25/2025-9/27/2025

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

I (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY THE METES AND BOUNDS DESCRIPTION SHOWN HEREON, AND DESIGNATED HEREIN AS:

BEING 4.368 ACRES OF LAND IN THE CITY OF MOUNT PLEASANT, TITUS COUNTY, TEXAS, BEING A PART OF THE G. W. GRAVES SURVEY, A-246, AND BEING A PART OF THE DANIEL MCCALL SURVEY, A-357, AND BEING PART OF THE LAND DESCRIBED IN A WARRANTY DEED FROM ELLEN SPANN, ET AL, TO SPANN PROPERTIES, DATED FEBRUARY 17, 1994, AS RECORDED IN VOLUME 829, PAGE 11, REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS, AS CORRECTED BY CORRECTION AFFIDAVIT DESCRIBING 4.37 ACRES OF LAND, DATED JANUARY 19, 2021, AS RECORDED IN INSTRUMENT NO. 20230309, PUBLIC RECORDS, TITUS COUNTY, TEXAS, AND BEING A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LEIN FROM SPANN PROPERTIES, INC. TO MOUNT PLEASANT TRAILS, LP, DATED OCTOBER 2ND, 2025, AS RECORDED IN INSTRUMENT NUMBER 20253555, PUBLIC RECORDS, TITUS COUNTY, TEXAS, AND THIS 4.368 ACRES OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS, AS DETERMINED BY A SURVEY MADE ON THE GROUND BY SHAWN BILLINGS, RPLS, ON FEBRUARY 4, 2025, (DISTANCES ARE EXPRESSED IN US SURVEY FEET AS MEASURED ALONG THE GRID FOR THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE):

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

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

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

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

THENCE SOUTHEASTERLY WITH A CURVE TO THE RIGHT, WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, WITH A RADIUS OF 29.71 FEET, WITH A CENTRAL ANGLE OF 90°35'04", WITH A CHORD BEARING S 47°07'53" E, 42.23 FEET, AN ARC LENGTH OF 46.97 FEET, TO A 1/2 INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THE END OF THE CURVE, HAVING STATE PLANE COORDINATES OF N 7113158.02 AND E 3051503.91;

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

THENCE NORTHEASTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, WITH A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 102°38'15", WITH A CHORD BEARING N 49°20'55" E, 31.23 FEET, AN ARC LENGTH OF 35.83 FEET, TO A 1/2 INCH REBAR FOUND FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING STATE PLANE COORDINATES OF N 7113143.61 AND E 3051568.82;

THENCE EASTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF ALAN DRIVE, WITH A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 730.52 FEET, WITH A CENTRAL ANGLE OF 10°43'23", WITH A CHORD BEARING S 84°43'29" E, 136.52 FEET, AN ARC LENGTH OF 136.72 FEET, TO A 1/2 INCH REBAR WITH PLASTIC ID CAP STAMPED "BY-LINE SURVEYING" FOUND FOR THIS NORTHEAST CORNER, BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS SECOND TRACT IN A DEED TO GILES RICHARD MCCARVER AND DOROTHY A. MCCARVER, AS RECORDED IN INSTRUMENT NO. 20080006771, REAL PROPERTY RECORDS, TITUS COUNTY, TEXAS, HAVING STATE PLANE COORDINATES OF N 7113131.06 AND E 3051704.76

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

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

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

THENCE S 88°25'09" W CONTINUING WITH THIS SOUTH LINE AND NORTH LINE OF TENNISON ROAD, AS SHOWN BY PLAT OF SOUTH GATE ESTATES, UNIT THREE, A DISTANCE OF 278.45 FEET RETURNING TO THE POINT OF BEGINNING AND CONTAINING 4.368 ACRES OF LAND.

MOUNT PLEASANT TRAILS, LP AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES SHOWN THEREON.

\_\_\_\_\_  
MOUNT PLEASANT TRAILS, LP (J. DOUGLAS HAMILTON)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
(SEAL)

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

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
CITY PLANNER

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

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY SECRETARY

**Pendulum SURVEYING**  
Shawn Billings, RPLS 5688  
15544 County Road No. 173 N  
Kilgore, Texas, 75662  
Firm No. 10194224 903-985-0102  
Project: HILLSBORO, TX pendulumsurveying.com  
office@pendulumsurveying.com



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Planning

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**Subject:** Discuss and consider action to approve the Final Plat of Lot 4 in the Anderson Towne Crossing Phase 1 Subdivision in the ATC PD-2 Zoning District, and dedicating a section of Anderson Parkway from Tankersley Road north to Rotan Road as public right of way in the City of Mount Pleasant.

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## **Item Summary:**

The project is in the Anderson Towne Crossing development along Tankersley Road and is Lot 4 of the commercial property area of the development adjacent to apartment phase currently under construction along with Anderson Parkway, which has recently been completed. An applicant for a new hotel site has requested a revision to Lot 4 to enlarge the previous property to acquire it for their project requiring a final plat of the lot and acceptance of the city street.

Relevant city staff acting as the Development Review Committee reviewed and approved the final plat as complying with city requirements and the PD-2 zoning and land use requirements for the development.

Staff recommends approval of the final plat of Lot 4 and the section of Anderson Parkway between Rotan and Tankersley Roads in the Anderson Towne Crossing Phase 1 subdivision subject to the following condition:

1. The intersection of Rotan Road and Anderson Parkway will be completed including arrow striping and sidewalk extension once the Rotan Road improvement project is planned and constructed.
2. An approved site plan of the hotel on the property will be approved prior to obtaining a building permit for its construction.

## **Financial Impact:**

There is no budgetary impact.

## **Recommendation(s):**

Motion to approve FP 2026-03 for the Final Plat of Lot 4 and Anderson Parkway as presented with conditions..

# Memorandum

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

**SUBJECT:**

FP-2026-03:Final Plat for Lot 4 ATC Phase 1 and Anderson Parkway

**BACKGROUND:**

The project is in the Anderson Towne Crossing development along Tankersley Road and is for Lot 4 of the commercial property area of the development adjacent to apartment phase currently under construction along with Anderson Parkway, which has recently been completed.

An applicant for a new hotel site has requested a revision to Lot 4 to enlarge the previous property to acquire it for their project requiring a final plat of the lot and acceptance of the city street.

Relevant city staff acting as the Development Review Committee reviewed and approved the final plat as complying with city requirements and the PD-2 zoning and land use requirements for the development.

Staff recommends approval of the final plat of Lot 4 and the section of Anderson Parkway between Rotan and Tankersley Roads in the Anderson Towne Crossing Phase 1 subdivision subject to the following condition:

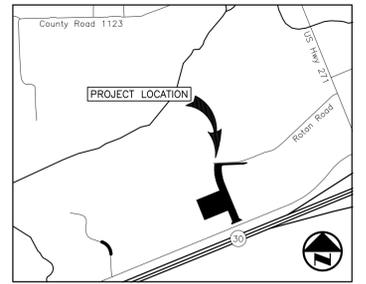
1. The intersection of Rotan Road and Anderson Parkway will be completed including arrow striping and sidewalk extension once the Rotan Road improvement project is planned and constructed.
2. An approved site plan of the hotel on the property will be approved prior to obtaining a building permit for its construction.

**RECOMMENDATION:**

The Planning and Zoning Commission discussed this item at its regular meeting on March 10, 2026, and voted to recommend the final plat as presented with staff conditions.

**Attachments:**

[FOR MEETING 13092-00 FPLT01 2026-03-04](#)



**VICINITY MAP**  
(NOT TO SCALE)

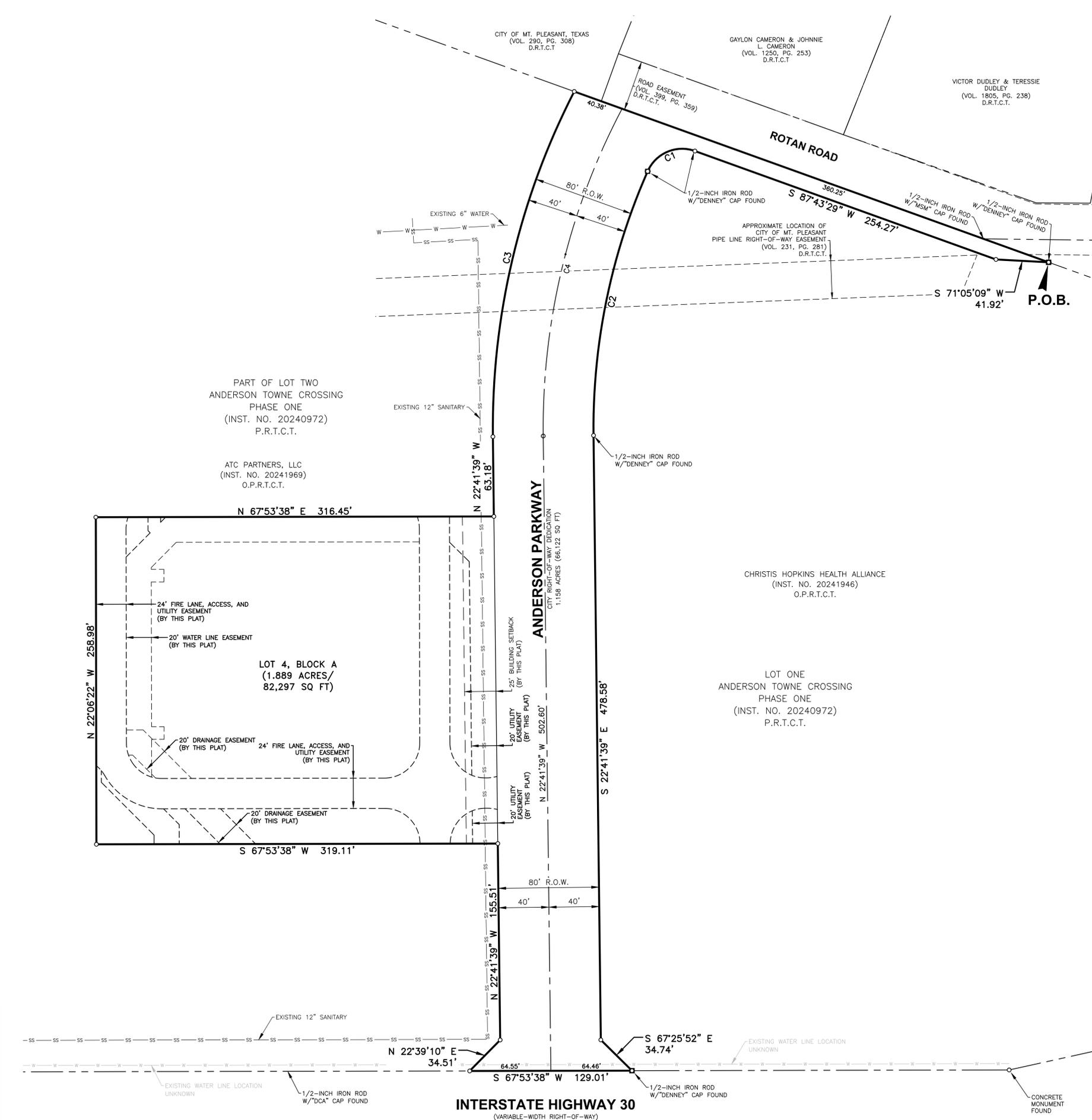


0 20 40 80  
SCALE: 1" = 40'

**LEGEND**

MONC	CONCRETE MONUMENT FOUND
CIRF	1/2-INCH IRON ROD WITH "DENNEY RPLS 6516" CAP FOUND
CIRS	5/8-INCH IRON ROD WITH "BGE" YELLOW CAP SET
(/M.R.D.)	CONTROLLING MONUMENT
D.R.T.C.T.	DEED RECORDS OF TITUS COUNTY, TEXAS
P.R.T.C.T.	PUBLIC RECORDS OF TITUS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TITUS COUNTY, TEXAS
B.L.	BUILDING LINE
INST.	INSTRUMENT
NO.	NUMBER
PG.	PAGE
P.O.B.	POINT OF BEGINNING
SL.	SLIDE
VOL.	VOLUME
---	PROPERTY LINE
---	EASEMENT LINE
---	LOT LINE
---	ABSTRACT LINE
---	APPROXIMATE FLOODPLAIN LIMITS

LOT AREA TABLE		
LOT 4, BLOCK A	82,297 SQ FT	1.889 ACRES
R.O.W. DEDICATION	66,122 SQ FT	1.518 ACRES
GROSS AREA	148,419 SQ FT	3.407 ACRES



**FINAL PLAT**  
**LOT 4, ANDERSON TOWNE CROSSING**  
**PHASE ONE SUBDIVISION**

1.596 ACRES IN LOT 4, BLOCK A AND 1.889 ACRES OF DEDICATED RIGHT-OF-WAY FOR ANDERSON PARKWAY BEING 3.407 ACRES SITUATED IN THE JAMES R. MITCHELL SURVEY, ABSTRACT NO. 384 CITY OF MOUNT PLEASANT, TITUS COUNTY, TEXAS  
MARCH 2026  
SHEET 1 OF 2

**OWNER**  
ATC PARTNERS, LLC  
4516 Lovers Ln, Suite 350  
Dallas, TX 75206

**SURVEYOR**  
**BGE, Inc.**  
777 Main Street, Suite 1900, Fort Worth, TX 76102  
Tel: 817-887-6130 • www.bgeinc.com  
TBPELS Firm No. 10106500

Contact: Russ Tidwell, R.P.L.S.  
Telephone: 817-618-5694 • Email: rtidwell@bgeinc.com

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\\bgeincdata\TX\N\Projects\ATC\_Partners\_LLC\13082-00-270\_MF\_units\_9\_87\_ac\_Mt\_Pleasant\SV\04\_CADD\13082-00\_FPL\T01.dwg 2026-03-04-16:02 j.london

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**OWNER'S CERTIFICATE**

BEING, all of that 3.407 acre (148,420 square foot) tract of land situated in the James R. Mitchell Survey, Abstract No. 384, and the John Thompson Survey, Abstract No. 566, City of Mount Pleasant, Titus County, Texas; being part of that tract of land described in Warranty Deed with Vendor's Lien to ATC Partners, LLC as recorded in Instrument No. 20241969 of the Public Records of Titus County, Texas; and being part of Lot Two, Anderson Towne Crossing (Phase One), an addition to the City of Mount Pleasant as recorded in Instrument Number 20240972 of the Plat Records of Titus County, Texas; said 3.407 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2-inch iron rod with "DENNEY RPLS 6516" cap found for corner; said point being the northeast corner of said Lot Two; said point being an angle point in the north line of Lot One, of said Anderson Towne Crossing (Phase One);

THENCE, in a southwesterly direction, with the east line of said Lot Two and the north and west lines of said Lot One, the following six (6) courses and distances:

- South 71 degrees 05 minutes 09 seconds West, a distance of 41.92 feet to a point for corner;
- South 87 degrees 43 minutes 29 seconds West, a distance of 254.27 feet to a 1/2-inch iron rod with "DENNEY RPLS 6516" cap found at the beginning of a tangent curve to the left;
- Along said curve to the left, an arc length of 44.91 feet, having a radius of 30.00 feet, a central angle of 85 degrees 45 minutes 56 seconds, and a chord which bears South 44 degrees 50 minutes 28 seconds West, 40.83 feet to a 1/2-inch iron rod with "DENNEY RPLS 6516" cap found for the beginning of a compound;
- Along said curve to the left, an arc length of 215.13 feet, having a radius of 500.00 feet, a central angle of 24 degrees 39 minutes 06 seconds, and a chord which bears South 10 degrees 22 minutes 05 seconds East, 213.47 feet to a 1/2-inch iron rod with "DENNEY RPLS 6516" cap found for corner;
- South 22 degrees 41 minutes 39 seconds East, a distance of 478.58 feet to a point for corner;
- South 67 degrees 25 minutes 52 seconds East, a distance of 34.74 feet to a 1/2-inch iron rod with "DENNEY RPLS 6516" cap found for corner; said point being the southeast corner of said Lot Two and the most southerly southwest corner of said Lot One; said point being in the northwest right-of-way line of Interstate Highway 30 (variable width right-of-way);

THENCE, South 67 degrees 53 minutes 38 seconds West, with the southeast line of said Lot Two, and the northwest line of said Interstate Highway 30, a distance of 129.01 feet to a point for corner;

THENCE, North 22 degrees 39 minutes 10 seconds East, departing the southeast line of said Lot Two, and the northwest line of said Interstate Highway 30, a distance of 34.51 feet to a point for corner;

THENCE, North 22 degrees 41 minutes 39 seconds West, a distance of 155.51 feet to a point for corner;

THENCE, South 67 degrees 53 minutes 38 seconds West, a distance of 319.11 feet to a point for corner;

THENCE, North 22 degrees 06 minutes 22 seconds West, a distance of 258.98 feet to a point for corner;

THENCE, North 67 degrees 53 minutes 38 seconds East, a distance of 316.45 feet to a point for corner;

THENCE, North 22 degrees 41 minutes 39 seconds West, a distance of 63.18 feet to a point for corner; said point being the beginning of a tangent curve to the right;

THENCE, in a northwesterly direction, along said curve to the right, an arc length of 283.62 feet, having a radius of 580.00 feet, a central angle of 28 degrees 01 minutes 02 seconds, and a chord which bears North 08 degrees 41 minutes 07 seconds West, 280.80 feet to a point for corner; said point being in the north line of said Lot 2;

THENCE, North 87 degrees 43 minutes 29 seconds East, with the north line of said Lot 2, a distance of 400.63 feet to the POINT OF BEGINNING and containing an area of 3.407 acres or 148,420 square feet of land, more or less.

**OWNER'S ACKNOWLEDGMENT AND DEDICATION**

STATE OF TEXAS ~  
COUNTY OF \_\_\_\_\_ ~

We, the undersigned owners of the land shown on this plat within the area described by the metes and bounds description shown hereon, and designated herein as ANDERSON TOWNE CROSSING (PHASE ONE) and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, rights-of-way and public places shown thereon.

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

Name:

Title:

**NOTARY CERTIFICATE**

STATE OF TEXAS ~  
COUNTY OF \_\_\_\_\_ ~

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
My Commission Expires On:

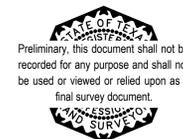
**SURVEYOR'S CERTIFICATE**

STATE OF TEXAS ~  
COUNTY OF COLLIN ~

That I, the undersigned Registered Public Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground

Dated this the \_\_\_\_ day of \_\_\_\_\_, 2026.

Released for city review purposes only on March 4, 2026.  
Russell M. Tidwell II  
Registered Professional Land Surveyor No. 7142



**NOTARY CERTIFICATE**

STATE OF TEXAS ~  
COUNTY OF COLLIN ~

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Russell M. Tidwell II, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
My Commission Expires On:

The Planning & Zoning Commission of the City of Mount Pleasant on this the \_\_\_\_ day \_\_\_\_\_ of voted affirmatively to recommend approval of this preliminary plat.

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
CITY PLANNER

This City Council of the City of Mount Pleasant on this the \_\_\_\_ day \_\_\_\_\_ of voted affirmatively to approve this preliminary plat.

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY SECRETARY

**FINAL PLAT**  
**LOT 4, ANDERSON TOWNE CROSSING**  
**PHASE ONE SUBDIVISION**

1.596 ACRES IN LOT 4, BLOCK A AND 1.889 ACRES OF DEDICATED RIGHT-OF-WAY FOR ANDERSON PARKWAY BEING 3.407 ACRES SITUATED IN THE JAMES R. MITCHELL SURVEY, ABSTRACT NO. 384 CITY OF MOUNT PLEASANT, TITUS COUNTY, TEXAS  
MARCH 2026  
SHEET 1 OF 2

**OWNER**  
**ATC PARTNERS, LLC**  
4516 Lovers Ln, Suite 350  
Dallas, TX 75206

**SURVEYOR**  
**BGE, Inc.**  
777 Main Street, Suite 1900, Fort Worth, TX 76102  
Tel: 817-887-6130 • www.bgeinc.com  
TBPELS Firm No. 10106500



Contact: Russ Tidwell, R.P.L.S.  
Telephone: 817-618-5694 • Email: rtidwell@bgeinc.com

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# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

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

**Department:** Planning

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**Subject:** Discuss and consider action to approve a site plan for a new Academy Retail project on Lot 1 of Anderson Town Crossing Commercial Phase 1 Subdivision property in the ATC PD-2 Zoning District located adjacent to 2621 West Ferguson Road.

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## **Item Summary:**

The project is located on a portion of several Anderson Towne Crossing tracts adjacent to US 271 and near the current Atwoods Store being proposed for an Academy store.

The property is a part of the recently amended PD-2 zoned ATC development approved in January, for this new mixed commercial development adjacent to US 271.

Relevant city staff acting as the Development Review Committee have reviewed and approved the site plan provisions and the preliminary plat (which precedes this agenda item) as complying with city requirements.

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

1. That civil construction plans will be approved by staff prior to final plat application and building permit issuance.
2. That the existing driveway in the street right of way be repaired to city standards and accepted by the city prior to final plat application.
3. That a final plat be approved prior to certificate of occupancy issuance for the Academy store.

The Planning and Zoning Commission discussed this item at its regular meeting on March 10, 2026, and voted to approve the site plan.

## **Financial Impact:**

There is no budgetary impact.

## **Recommendation(s):**

Motion to approve SP 2026-01 for the Academy Retail site plan with conditions as shown and presented by staff.

# Memorandum

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

**SUBJECT:**

SP-2026-01: Site Plan for the Academy Retail store

**BACKGROUND:**

An application has been submitted by Jon Anderson on behalf of Creative Destination Development, property owner, for the approval of a Site Plan for a new Academy store on a one lot, one block proposed lot and ROW access from US 271 on the northeastern side of the Anderson Towne Crossing development. This also consists of a new public street right of way into the property, previously site of a driveway leading from US 271 into the adjacent Atwoods store. The new street name is proposed as All Good Drive.

Future planning will result in an expanded Preliminary Plat with additional lots mirroring the Planned Development site plan for the entire ATC Development that was approved earlier this year.

The site plan addresses utilities, parking requirements, fire lane and pavement details for drive circulation, landscaping and plant materials. Elevations for the building are also included. Due to the size of the project, these elements are depicted on separate sheets and shown.

This site plan submittals for the property and street meets the city's development requirements and contains conditions of the PD-2 zoning. Staff recommends approval of the site plan(s) with the following condition(s):

1. That civil construction plans for the site will be approved by staff prior to construction.
2. That the existing driveway in the street right of way will be repaired to city standards and accepted by the city prior to final plat application.

**RECOMMENDATION:**

Motion to approve SP 2026-01 for the Academy Retail site plan with conditions as shown and presented by staff.

**Attachments:**

[20260303\\_Site Plan Submittal Package](#)  
[Academy Photo](#)



LOCATION MAP  
N.T.S.



SITE AERIAL  
N.T.S.

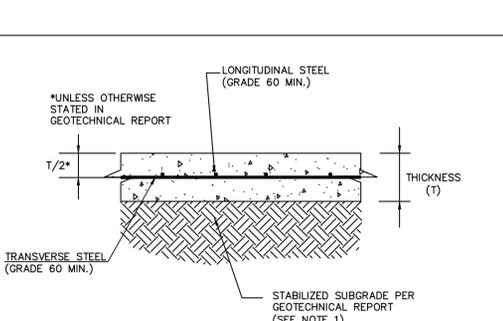
**NOTES:**

- PAVEMENT DESIGN SHALL BE CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (CRCP). JOINTED CONCRETE PAVEMENT ALTERNATE DESIGN MUST BE SUBMITTED AND APPROVED BY THE CITY OF MOUNT PLEASANT.
- PAVEMENT SECTION SHOWN IS THE MINIMUM SECTION ALLOWED FOR RESIDENTIAL STREETS. DESIGN CONDITIONS VARY. PAVEMENT SECTION SHALL BE INCREASED AS DIRECTED BY THE CITY OF MOUNT PLEASANT AS CONDITIONS REQUIRE.
- ALL CONCRETE PAVEMENT SHALL HAVE MONOLITHIC CURB UNLESS OTHERWISE APPROVED BY THE CITY OF MOUNT PLEASANT.
- TREATED SUBGRADE SHALL EXTEND 2' BEYOND THE PROPOSED BACK OF CURB FOR CURBED PAVEMENT SECTION AND 2' BEYOND THE EDGE OF PAVEMENT FOR NON-CURBED PAVEMENT.
- 7" PORTLAND CEMENT CONCRETE PAVEMENT SHALL BE TxDOT CLASS P HAVING A MINIMUM 4400 PSI COMPRESSIVE STRENGTH AT 28 DAYS (MINIMUM 5 BAGS PER CIRCULAR YARD) WITH #4 BARS AT 18" ON CENTER EACH WAY OR #3 BARS 10" ON CENTER EACH WAY. TRANSVERSE AND LONGITUDINAL JOINTS SHALL HAVE A MAXIMUM SPACING OF 10' ON CENTER. TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT CURB RETURNS AT INTERSECTIONS, PAVEMENT WITH TRANSITIONS, AND AT 500' MARK SPACING.
- IF OF SUBGRADE SHALL BE STABILIZED WITH LIME OR CEMENT DEPENDING UPON THE PREDOMINANT SUBGRADE SOILS PLASTICITY INDEX AS INDICATED BELOW:  
LIME TREATMENT OF CLAY SUBGRADE SOILS SHOULD BE ACCOMPLISHED IN ACCORDANCE WITH TxDOT ITEM 280. THE COMPACTION REQUIREMENTS INDICATED BELOW SHOULD BE SPECIFIED IN LIEU OF THE REQUIREMENTS RECOMMENDED BY TxDOT. LIME SHOULD BE ADDED TO THE SUBGRADE AFTER REMOVAL OF ALL SURFACE VEGETATION AND DEBRIS. A MINIMUM OF SIX PERCENT (6%) HYDRATED LIME SHOULD BE USED TO TREAT SANDY CLAY SUBGRADE SOILS HAVING A PLASTICITY INDEX (PI) BETWEEN 16 AND 25. A MINIMUM OF EIGHT PERCENT (8%) HYDRATED LIME SHOULD BE USED TO TREAT CLAY SUBGRADE SOILS HAVING A PLASTICITY INDEX (PI) OF 26 OR GREATER. LIME STABILIZED SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 96% OF STANDARD PROCTOR (ASTM D-698) @ ±3% OF OPTIMUM MOISTURE. THE REQUIRED APPLICATION RATES ARE OUTLINED BELOW:  

PLASTICITY INDEX (PI)	APPLICATION (%)	DEPTH OF TREATMENT (INCHES)	LIME REQUIRED (LBSSY)
16 TO 25	6	8	54
26	8	8	54
- CEMENT TREATMENT OF SANDY SUBGRADE SOILS SHOULD BE ACCOMPLISHED IN ACCORDANCE WITH TxDOT ITEM 275. THE COMPACTION REQUIREMENTS INDICATED BELOW SHOULD BE SPECIFIED IN LIEU OF THE REQUIREMENTS RECOMMENDED BY TxDOT. TYPE I, TYPE II, OR TYPE III PORTLAND CEMENT SHOULD BE ADDED TO THE SUBGRADE AFTER REMOVAL OF ALL SURFACE VEGETATION AND DEBRIS. CEMENT SHOULD BE ADDED ONLY TO THAT AREA WHERE THE MOISTURE, COMPACTION AND FINE GRADING CAN BE COMPLETED IN DAYLIGHT WITHIN TWO (2) HOURS OF APPLICATION, AND IN ONE CONTINUOUS OPERATION. A MINIMUM OF FOUR PERCENT (4%) TYPE I, TYPE II, OR TYPE III PORTLAND CEMENT SHOULD BE USED TO TREAT SANDY AND/OR SILTY SUBGRADE SOILS HAVING A PLASTICITY INDEX (PI) OF 15 OR LESS. THE REQUIRED APPLICATION RATE FOR A FOUR PERCENT (4%) TREATMENT DEPTH OF EIGHT (8) INCHES IS OUTLINED BELOW BASED ON THE PLASTICITY INDEX (PI) OF THE PREDOMINANT SUBGRADE SOILS. CEMENT STABILIZED SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 96% OF STANDARD PROCTOR (ASTM D-698) @ ±1% OF OPTIMUM MOISTURE.  

PLASTICITY INDEX (PI)	APPLICATION (%)	DEPTH OF TREATMENT (INCHES)	CEMENT REQUIRED (LBSSY)
15	4	8	30
16	4	8	30
- REMOVE ALL VEGETATION AND DEBRIS PRIOR TO BEGINNING EMBANKMENT. SCARIFY GROUND SURFACE TO 8" AND COMPACT TO 96% OF MAXIMUM DENSITY PER ASTM D-698 STANDARD PROCTOR. MOISTURE CONTENT SHALL BE AS DESCRIBED ABOVE DURING CONSTRUCTION. SELECT FILL SHALL BE ON-SITE CLAYEY SANDY SOILS OR OFF-SITE MATERIAL. MATERIAL SHALL BE FREE OF ORGANIC MATTER OR ROCK FRAGMENTS LARGER THAN 2" IN ANY DIMENSION AND POSSESS A PLASTICITY INDEX BETWEEN 10 AND 45 WITH A LIQUID LIMIT OF 70 OR LESS. THE FIRST LIFT OF FILL SHALL BE PLACED WITHIN 48 HOURS OF SATISFACTORY COMPACTION OF THE UNDERLYING SUBGRADE SOILS.  
IF DIRECTED BY THE CITY OF MOUNT PLEASANT, BLEND THE SUBGRADE SOILS TO A DEPTH OF 12" OVER THE PROJECT AREA TO OBTAIN A UNIFORMLY CONSISTENT PLASTICITY INDEX PRIOR TO LIME OR CEMENT STABILIZATION.

PUBLIC ROAD DEDICATION STREET PAVING REQUIREMENT  
"ALL GOOD DRIVE"

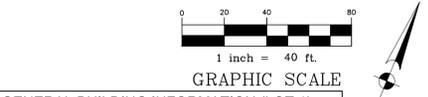


**GENERAL NOTES:**

- SEE GEOTECH REPORT PREPARED BY DYNAMIC ENGINEERING CONSULTANTS PLLC, DATED JANUARY 29, 2026, (PROJECT NUMBER DYNGeo-12269 REV A), FOR ALL RECOMMENDATIONS. THIS IS PROVIDED FOR PICTORIAL REPRESENTATION ONLY.
- IN THE EVENT THE GEOTECHNICAL REPORT DOES NOT SPECIFY, THE FOLLOWING CRITERIA SHALL BE APPLIED:  
 A. LONGITUDINAL & TRANSVERSE STEEL:  
 LIGHT DUTY: #4 @ 24" O.C.E.W. OR #3 @ 18" O.C.E.W.  
 MEDIUM DUTY: #4 @ 18" O.C.E.W. OR #3 @ 12" O.C.E.W.  
 HEAVY DUTY: #4 @ 18" O.C.E.W.  
 B. SUBGRADE SHALL BE LIME/FLY ASH STABILIZED TO A MIN. DEPTH OF 6" IN CONFORMANCE WITH TxDOT 204 STANDARD SPECIFICATIONS ITEM 260

**FIRE LANE MARKING NOTES**

CURBS LOCATED ON EITHER SIDE OF A FIRE LANE SHALL BE PAINTED RED OR A RED STRIPE SHALL BE PLACED ALONG THE PAVEMENT WHERE THERE IS NO CURB. WHERE A FIRE LANE PASSES BETWEEN HEAD-IN PARKING SPACES, THE RED STRIPE SHOULD BE PLACED ALONG THE REAR OF THESE SPACES CLEARLY DEFINING THE FIRE LANE. PAINTED CURBS AND FIRE LANE STRIPES SHALL ALSO BE CONSPICUOUSLY AND LEGIBLY MARKED WITH THE WARNING "FIRE LANE-TOW AWAY ZONE" IN WHITE LETTERS AT LEAST THREE (3) INCHES IN HEIGHT, AT INTERVALS NOT EXCEEDING (50) FEET



**GENERAL BUILDING INFORMATION (LOT 1):**

BUILDING NAME:	ACADEMY SPORTS + OUTDOORS
CONSTRUCTION TYPE:	IIE
OCCUPANCY:	GROUP M - MERCANTILE
BUILDING SQUARE FOOTAGE:	55,015 SQ FT

**ANDERSON TOWNE CROSSING COMMERCIAL PHASE 1 LOT SUMMARY TABLE:**

LOT 1 (COMMERCIAL) -	4.080 ACRES (177,739 SQ FT)
ROW DEDICATION (ALL GOOD DRIVE)	- 1.416 ACRES (61,671 SQ FT)
GROSS AREA	- 5.496 ACRES (239,410 SQ FT)

**PARKING ANALYSIS:**

BUILDING AREA:	ACADEMY	55,000 SQ FT
TOTAL NUMBER OF PARKS	270 PARKS	
PARKING RATIO PROVIDED ON SITE	4.91 SPACES PER 1,000 SQ FT	

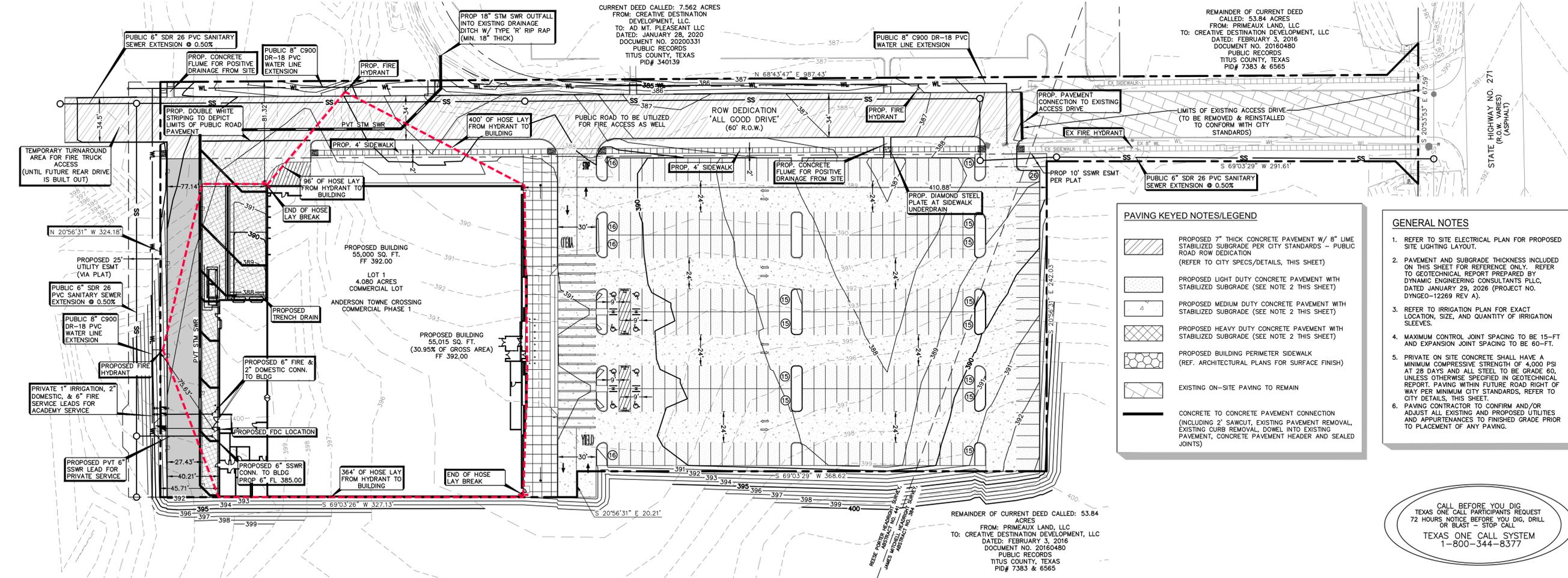
**LOT COVERAGE & LANDSCAPE CALCULATIONS:**

LOT 1 (COMMERCIAL) -	4.080 ACRES (177,739 SQ FT)
- BUILDING	1.263 ACRES (55,015 SQ FT) [30.95% OF LOT]
- PAVEMENT	2.558 ACRES (111,407 SQ FT) [62.68% OF LOT]
- LANDSCAPE	0.259 ACRES (11,317 SQ FT) [6.37% OF LOT]
ROW DEDICATION (ALL GOOD DRIVE)	- 1.416 ACRES (61,671 SQ FT)
- PAVEMENT (DRIVE)	0.880 ACRES (38,322 SQ FT) [62.14% OF LOT]
- SIDEWALK	0.100 ACRES (4,366 SQ FT) [7.08% OF LOT]
- LANDSCAPE	0.436 ACRES (18,983 SQ FT) [30.78% OF LOT]

**LEGEND**

FL	PARKING SPACE COUNT
FL	EXISTING FIRE LANE (RED STRIPING)
FL	PROPOSED FIRE LANE (RED STRIPING)
FL	PROPOSED BUILDING PERIMETER SIDEWALK
FL	PROPOSED CURB RAMP
●	EX. MANHOLE
—	EX. STORM SEWER
—	EX. WATER LINE
—	EX. SANITARY SEWER LINE
—	EX. OVERHEAD POWER LINE
—	EX. UNDERGROUND GAS LINE
—	EX. MAJOR CONTOUR
—	EX. MINOR CONTOUR
—	PROP. MAJOR CONTOUR
—	PROP. MINOR CONTOUR
—	W/ CLEANOUT
—	PROPOSED SANITARY SEWER
—	PROPOSED WATER LINE
—	PROPOSED FIRE LINE
—	PROPOSED STORM SEWER

MULTIPLE EXISTING PUBLIC AND PRIVATE UTILITY LINES EXIST ON THIS SITE. THE UTILITY LINES SHOWN ON THESE DRAWINGS REFLECT INFORMATION OBTAINED FROM RECORD DRAWINGS AND MAY NOT INCLUDE ALL EXISTING UTILITIES. CONTRACTOR IS TO USE EXTREME CAUTION DURING ALL CONSTRUCTION ACTIVITIES AND IS SOLELY RESPONSIBLE FOR DAMAGE TO EXISTING FACILITIES.



**PAVING KEYED NOTES/LEGEND**

[Symbol]	PROPOSED 7" THICK CONCRETE PAVEMENT W/ 8" LIME STABILIZED SUBGRADE PER CITY STANDARDS - PUBLIC ROAD ROW DEDICATION (REFER TO CITY SPECS/DETAILS, THIS SHEET)
[Symbol]	PROPOSED LIGHT DUTY CONCRETE PAVEMENT WITH STABILIZED SUBGRADE (SEE NOTE 2 THIS SHEET)
[Symbol]	PROPOSED MEDIUM DUTY CONCRETE PAVEMENT WITH STABILIZED SUBGRADE (SEE NOTE 2 THIS SHEET)
[Symbol]	PROPOSED HEAVY DUTY CONCRETE PAVEMENT WITH STABILIZED SUBGRADE (SEE NOTE 2 THIS SHEET)
[Symbol]	PROPOSED BUILDING PERIMETER SIDEWALK (REF. ARCHITECTURAL PLANS FOR SURFACE FINISH)
[Symbol]	EXISTING ON-SITE PAVING TO REMAIN
[Symbol]	CONCRETE TO CONCRETE PAVEMENT CONNECTION (INCLUDING 2" SAWCUT, EXISTING PAVEMENT REMOVAL, EXISTING CURB REMOVAL, DOWEL INTO EXISTING PAVEMENT, CONCRETE PAVEMENT HEADER AND SEALED JOINTS)

**GENERAL NOTES**

- REFER TO SITE ELECTRICAL PLAN FOR PROPOSED SITE LIGHTING LAYOUT.
- PAVEMENT AND SUBGRADE THICKNESS INCLUDED ON THIS SHEET FOR REFERENCE ONLY. REFER TO GEOTECHNICAL REPORT PREPARED BY DYNAMIC ENGINEERING CONSULTANTS PLLC, DATED JANUARY 29, 2026 (PROJECT NO. DYNGeo-12269 REV A).
- REFER TO IRRIGATION PLAN FOR EXACT LOCATION, SIZE, AND QUANTITY OF IRRIGATION SLEEVES.
- MAXIMUM CONTROL JOINT SPACING TO BE 15'-FT AND EXPANSION JOINT SPACING TO BE 60'-FT.
- PRIVATE ON SITE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND ALL STEEL TO BE GRADE 60, UNLESS OTHERWISE SPECIFIED IN GEOTECHNICAL REPORT. PAVING WITHIN FUTURE ROAD RIGHT OF WAY PER MINIMUM CITY STANDARDS, REFER TO CITY DETAILS, THIS SHEET.
- PAVING CONTRACTOR TO CONFIRM AND/OR ADJUST ALL EXISTING AND PROPOSED UTILITIES AND APPURTENANCES TO FINISHED GRADE PRIOR TO PLACEMENT OF ANY PAVING.

CALL BEFORE YOU DIG  
TEXAS ONE CALL PARTICIPANTS REQUEST  
72 HOURS NOTICE BEFORE YOU DIG, DRILL OR BLAST - STOP CALL  
TEXAS ONE CALL SYSTEM  
1-800-344-8377

**ALJ Lindsey**  
Civil Engineers  
1885 N. Edwards Pkwy, Suite 200  
Mt. Pleasant, TX 78451  
281-301-9565  
PRN.F-11506

**PROFESSIONAL ENGINEER**  
STATE OF TEXAS  
KEVIN A. DEW  
49731  
03 MARCH 2026

ALL PROJECT NO. 104.25.01.05  
DATE: MARCH 2026  
SCALE: 1"=30'  
DRAWN BY: JLM  
CHECKED BY: JH

**SITE PLAN**

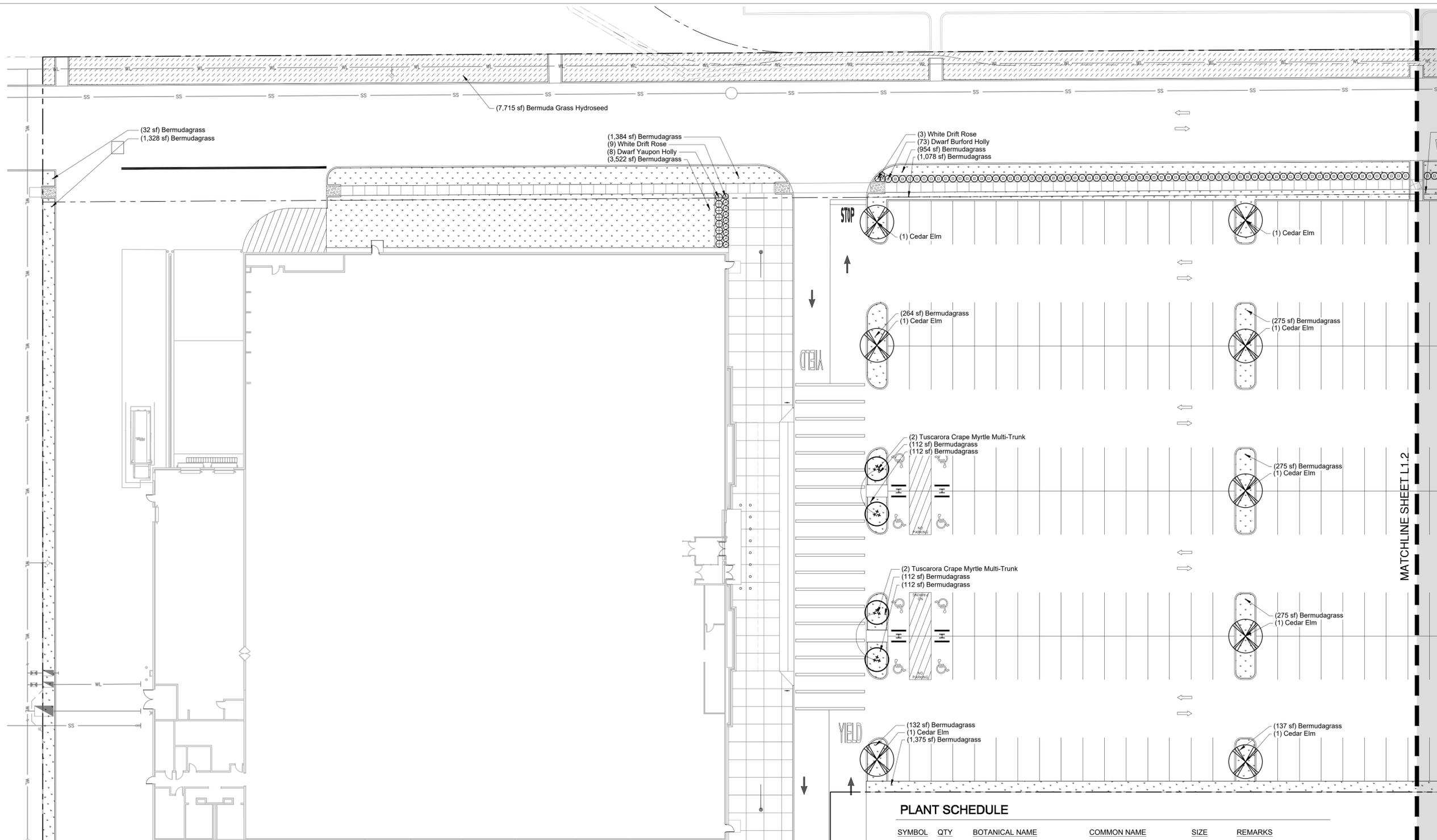
**ACADEMY SPORTS + OUTDOORS**  
MT. PLEASANT, TEXAS

SHEET  
SP-1



3-3-26

**ACADEMY SPORTS**  
US Hwy 271  
Mount Pleasant, TX  
Landscape Improvements



**LANDSCAPE REQUIREMENTS**

LANDSCAPING SHALL BE 5% OF TOTAL LOT AREA  
 TOTAL LOT AREA = 177,739 SF X 5%  
 8,887 SF LANDSCAPE AREA REQUIRED LESS 10% REDUCTION  
 DUE TO IRRIGATION SYSTEM INSTALLATION = 7,998 SF REQUIRED  
 11,241 SF LANDSCAPE AREA PROVIDED

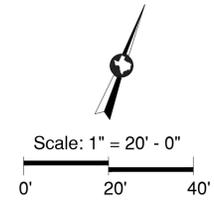
7,998 SF LANDSCAPE AREA / 1250 SF =  
 7 TREES REQUIRED

7,998 SF LANDSCAPE AREA / 100 SF =  
 80 SHRUBS REQUIRED

(1) LANDSCAPING ISLANDS ARE REQUIRED IN PARKING LOTS IN EXCESS OF 50,000 SQUARE FEET AT BOTH ENDS OF EACH ROW OF TEN OR MORE PARKING SPACES. EACH SEPARATE LANDSCAPED AREA SHALL CONTAIN A MINIMUM OF 50 SQUARE FEET; SHALL HAVE A MINIMUM DIMENSION OF AT LEAST FIVE FEET; AND SHALL INCLUDE AT LEAST ONE TREE. THE REMAINING AREA SHALL BE LANDSCAPING MATERIAL NOT TO EXCEED THREE FEET IN HEIGHT.

**PLANT SCHEDULE**

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
<b>TREES</b>					
	4	Lagerstroemia indica x fauriei 'Tuscarora'	Tuscarora Crape Myrtle Multi-Trunk	1.5' total cal.	30 Gal. Well Matched, Specimen
	14	Ulmus crassifolia	Cedar Elm	1.5' Cal.	30 Gal. Well Matched, Specimen
<b>SHRUBS</b>					
	96	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	3 gal.	
	8	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5 gal.	Container Grown
	15	Rosa x 'Meizorland'	White Drift Rose	5 gal.	Container Grown
<b>GROUND COVERS</b>					
	7,715 sf	Cynodon dactylon	Bermuda Grass Hydroseed	SF	
	14,893 sf	Cynodon dactylon	Bermudagrass	sod	



Job No.: 181-26-099  
 Scale: 1" = 20' - 0"  
 Date: January 15, 2026  
 Revised: Comments January 26, 2026  
 Comments February 23, 2026  
 Issue For Permit February 23, 2026

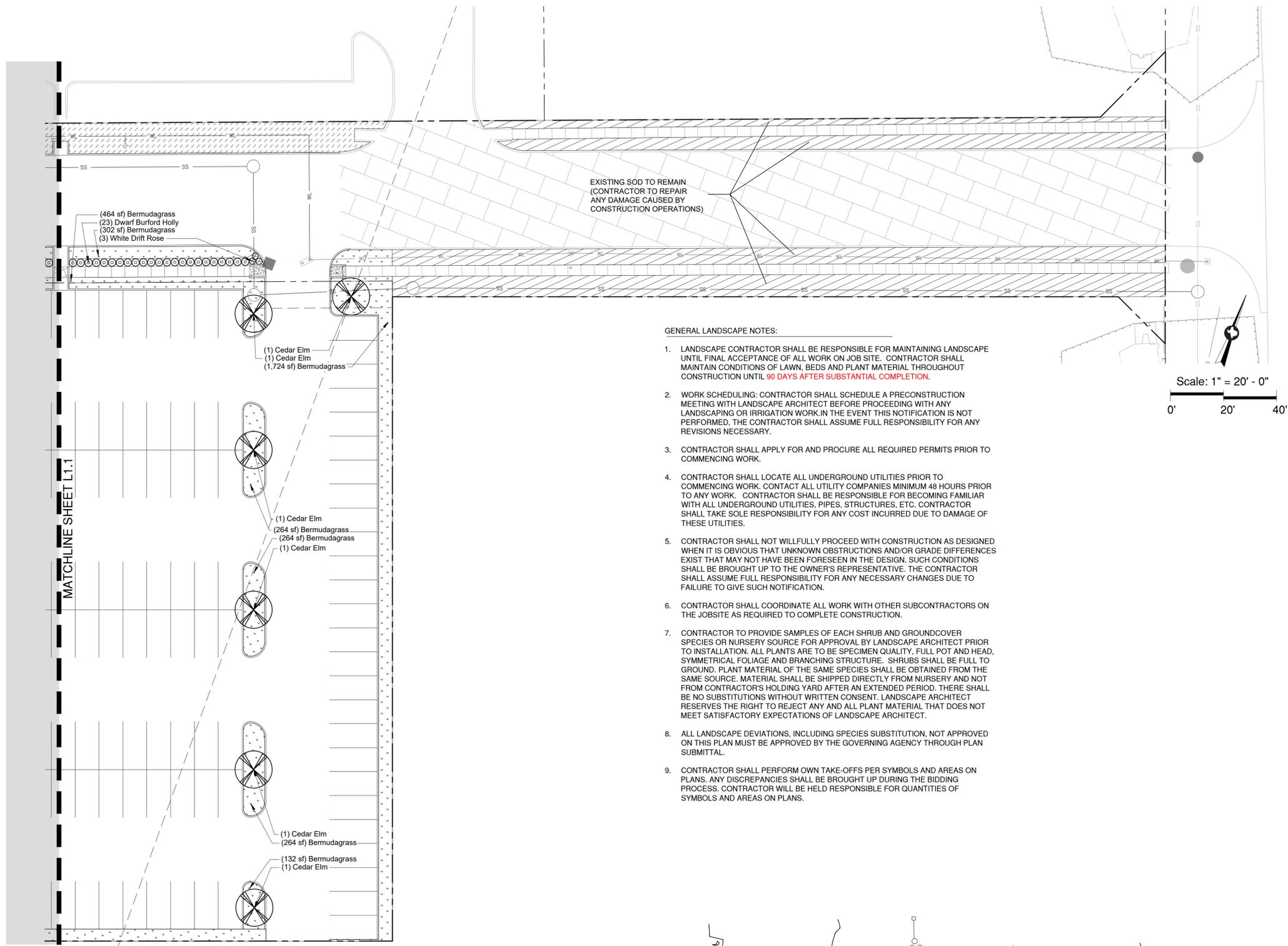
Landscape Plan

**L1.1**



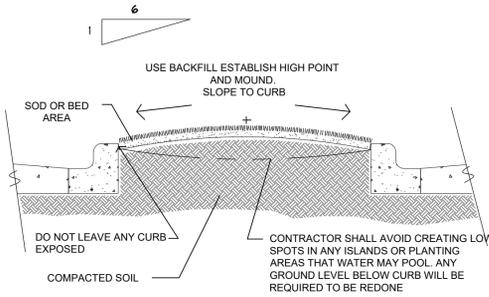
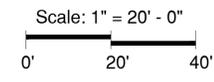
3-3-26

**ACADEMY SPORTS**  
US Hwy 271  
Mount Pleasant, TX  
Landscape Improvements

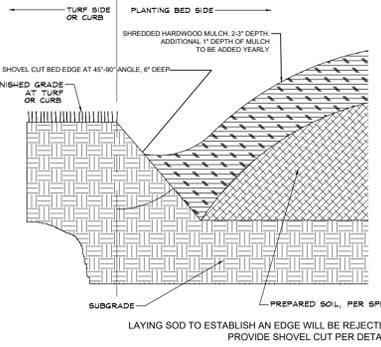
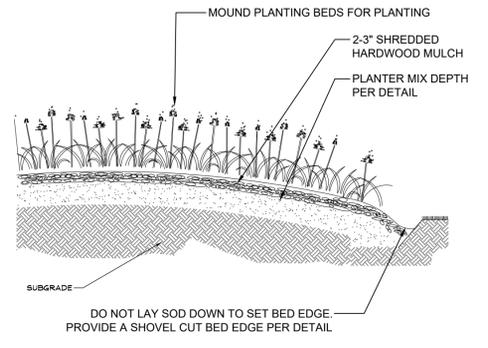


**GENERAL LANDSCAPE NOTES:**

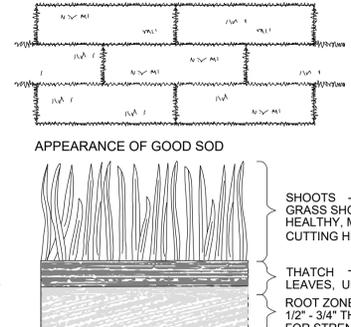
1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPE UNTIL FINAL ACCEPTANCE OF ALL WORK ON JOB SITE. CONTRACTOR SHALL MAINTAIN CONDITIONS OF LAWN, BEDS AND PLANT MATERIAL THROUGHOUT CONSTRUCTION UNTIL 90 DAYS AFTER SUBSTANTIAL COMPLETION.
2. WORK SCHEDULING: CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH ANY LANDSCAPING OR IRRIGATION WORK. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
3. CONTRACTOR SHALL APPLY FOR AND PROCURE ALL REQUIRED PERMITS PRIOR TO COMMENCING WORK.
4. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK. CONTACT ALL UTILITY COMPANIES MINIMUM 48 HOURS PRIOR TO ANY WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, ETC. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF THESE UTILITIES.
5. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN FORESEEN IN THE DESIGN. SUCH CONDITIONS SHALL BE BROUGHT UP TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY CHANGES DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
6. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER SUBCONTRACTORS ON THE JOBSITE AS REQUIRED TO COMPLETE CONSTRUCTION.
7. CONTRACTOR TO PROVIDE SAMPLES OF EACH SHRUB AND GROUND COVER SPECIES OR NURSERY SOURCE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ALL PLANTS ARE TO BE SPECIMEN QUALITY, FULL POT AND HEAD, SYMMETRICAL FOLIAGE AND BRANCHING STRUCTURE. SHRUBS SHALL BE FULL TO GROUND. PLANT MATERIAL OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME SOURCE. MATERIAL SHALL BE SHIPPED DIRECTLY FROM NURSERY AND NOT FROM CONTRACTOR'S HOLDING YARD AFTER AN EXTENDED PERIOD. THERE SHALL BE NO SUBSTITUTIONS WITHOUT WRITTEN CONSENT. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL THAT DOES NOT MEET SATISFACTORY EXPECTATIONS OF LANDSCAPE ARCHITECT.
8. ALL LANDSCAPE DEVIATIONS, INCLUDING SPECIES SUBSTITUTION, NOT APPROVED ON THIS PLAN MUST BE APPROVED BY THE GOVERNING AGENCY THROUGH PLAN SUBMITTAL.
9. CONTRACTOR SHALL PERFORM OWN TAKE-OFFS PER SYMBOLS AND AREAS ON PLANS. ANY DISCREPANCIES SHALL BE BROUGHT UP DURING THE BIDDING PROCESS. CONTRACTOR WILL BE HELD RESPONSIBLE FOR QUANTITIES OF SYMBOLS AND AREAS ON PLANS.



**F - ISLAND PLANTING PREP**  
SCALE: NTS



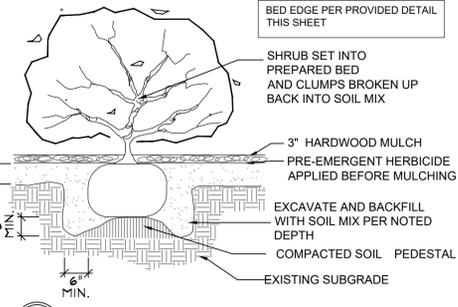
**E - SHOVEL CUT BED EDGE**  
SCALE: NTS



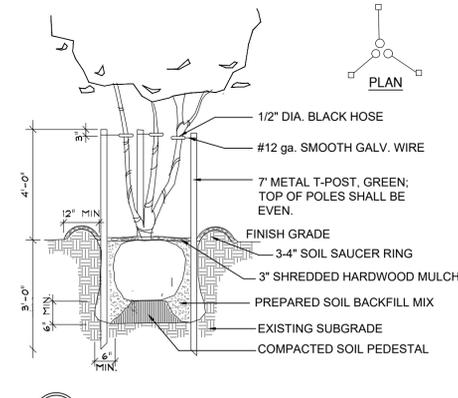
**D - SOD PLANTING**  
SCALE: NTS

LAY SOD IN A STAGGERED PATTERN, BUTT THE STRIPS TIGHTLY AGAINST EACH OTHER. DO NOT LEAVE SPACES AND DO NOT OVERLAP. A SHARPENED MASON'S TROWEL IS A HANDY TOOL FOR TUCKING DOWN THE ENDS AND TRIMMING PIECES.

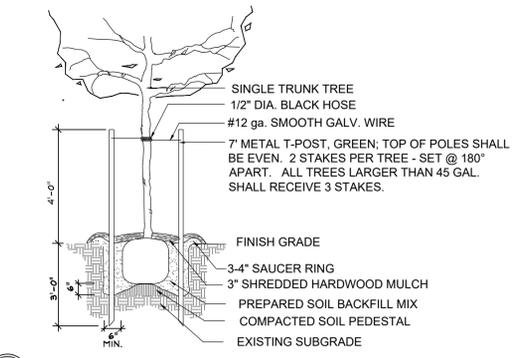
SOD SHALL BE ROLLED INTO A SMOOTH, LEVEL AND FINISHED APPEARANCE. NO CLUMPS



**C - SHRUB PLANTING**  
SCALE: NTS



**B - MULTI-STEM TREE PLANTING**  
SCALE: NTS



**A - TREE PLANTING**  
SCALE: NTS

Job No.: 181-26-099

Scale: 1" = 20' - 0"

Date: January 15, 2026

Revised: Comments  
January 26, 2026  
Comments  
February 23, 2026  
Issue For Permit  
March 3, 2026

Landscape Plan & Details

**L1.2**



Job No.:	181-26-099
Scale:	
Date:	January 15, 2026
Revised:	Issue For Permit March 3, 2026

**PLANTING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**  
A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and all applicable specification sections, apply to this section.

**1.02 DESCRIPTION OF WORK**  
A. This Section specifies the requirements for providing planting materials and their installation as indicated and scheduled. For grass installation refer to sodding section.

**1.03 QUALITY ASSURANCE**  
A. Installer: Installation of planting work shall be performed by a single firm specializing in landscape and planting work. Contractor shall be licensed by the Texas Association of Nurserymen, shall possess an agricultural certificate, shall be a licensed pest applicator, and shall have not less than 5 years of experience in this type of work.

**B. Quality Control**  
1. Trees, Shrubs, and Groundcovers:  
a. Provide plants of quantity, size, genus, species and variety shown and scheduled for planting work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.  
b. Label each plant with securely attached waterproof tag bearing legible designation of botanical and common name.

2. Compliance: Ship planting materials with Certificates of Inspection as required by governing authorities. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

3. Substitutions: Do not make substitutions unless approved in writing by Landscape Architect. If specified planting material is not obtainable, submit proof of non-availability to Landscape Architect together with proposal for use of equivalent material. Contractor shall submit proposal in bidding period or 3 weeks before installation as to not impact project completion or installation of other work.

4. Analysis and Standards: All packaged products shall be delivered in original manufacturer's sealed containers. For unpackaged materials, submit analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.  
5. Inspection: Notify Landscape Architect at least 2 weeks prior to installation, of location where materials that have been selected for planting may be inspected, either at place of growth or the site prior to planting. Plant material will be inspected for compliance with requirements for genus, species, variety, size and quality. Landscape Architect retains right to further inspect trees for size and conditions of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Contractor shall remove rejected trees immediately from site and replace with specified materials. Plant material not installed in accordance with Contract will be rejected.

**C. Reference standards Applicable to this section:**  
1. ANSI: American National Standards Institute  
a. Z60.1: Nursery Stock  
2. Association of Official Agriculture Chemists  
3. FS: Federal Specifications and Standards  
a. Q-P-166E: Peat, Moss; Peat, Humus; and Peat, Reed-Sedge  
4. NBS: National Bureau of Standards  
a. PS23: Perlite Product Standard

**1.04 SUBMITTALS**

A. Work Schedule: Contractor shall submit a work schedule for all planting work prior to purchase and installation of plant material.

**B. Certification:**  
1. Submit for Landscape Architect's review and approval, manufacturer's or vendor's certified analysis of soil amendments. Submit other data substantiating that materials comply with specified and indicated requirements.

2. Fertilizer certification shall be submitted for Landscape Architect's review and approval as to the chemical analysis of the fertilizer, a listing of the elements contained therein and their percentages.

**C. Maintenance Instructions:** Submit typewritten instructions, including manufacturer's recommendations and instructions recommending procedures to be established by Owner for maintenance of planting work. Submit instructions prior to expiration of contractor's required maintenance period.

**D. Submittals:** Contractor shall submit in writing materials used on jobsite. Provide company name of product or nursery source.

**1.05 DELIVERY, STORAGE AND HANDLING**  
A. Packaged Materials: Deliver packaged materials in fully labeled original containers showing weight, analysis and names of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

**B. Plants:**  
1. Do not drop stock during delivery.  
2. Materials shall not be pruned prior to installation unless otherwise approved by Landscape Architect in writing or to meet standards on plant list. Do not bend or bind trees and shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.

3. Deliver plants after preparation for planting has been completed and plant immediately. If planting is delayed more than 7 hours after delivery, set plants in shade, protect from weather and mechanical damage. Keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture, and water as needed.  
4. Do not remove container grown stock from containers before time of planting and water immediately after delivery and prior to planting.

5. Plant material shall be shipped directly from source nursery. Material held in a stockyard prior to installation will be rejected.

**1.06 JOB CONDITIONS**  
A. Work Scheduling: Proceed with and complete planting work in a timely manner, working within seasonal limitations for each kind of planting work required.

**B. Planting time**  
1. Correlate planting with specified maintenance periods to provide maintenance from date of Substantial Completion.  
2. Plan to frost-tender trees only after danger of frost is past or sufficiently before frost season to allow for establishment before first frost. Do not plant in frozen ground.

3. Plant trees, shrubs and groundcover after final grades are established and prior to planting of lawns, unless otherwise directed by Landscape Architect in writing. If planting occurs after lawn work, protect lawn areas and promptly repair damage to awns resulting from planting operations.

**A. Utilities:** Refer to engineering drawings and coordinate with Utility Contractor for location of utilities. Contractor shall be responsible for damage to existing utilities and structures.

**B. Security:** The Owner will not assume any responsibility for security of any materials, equipment, etc. during construction of the project until project acceptance.

**C. Excavation:** When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions beyond the scope of this contract, or obstructions, notify Landscape Architect of such conditions, immediately and before planting.

**D. Pollution Control:** Control dust caused by planting operations. Dampen surfaces as necessary. Comply with pollution control regulations of governing authorities.

**1.07 SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE**

A. Substantial Completion notice for planting work will be issued by Landscape Architect only for entire planting and landscape work.  
B. Landscape contractor will be responsible for ongoing maintenance until final acceptance.

C. Substantial Completion notice will be issued only after Owner and Landscape Architect inspect and approve all required planted materials and grassed areas.  
D. Final acceptance notice will be issued only after Owner and Landscape Architect inspect and approve all planting work as in accordance with the Contract Documents.

**1.08 SPECIAL PROJECT WARRANTY**

A. Contractor shall furnish written warranty of trees, shrubs and groundcover for 12 months after date of final acceptance, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner or abuse or damage by others.

B. Remove and replace shrubs and groundcover found to be dead or in unhealthy condition during warranty period. Replace shrubs and groundcover which are in doubtful condition at end of warranty period. However, if in the opinion of Owner, such doubtful material may survive, Contractor shall extend the warranty period for a full growing season. Owner will determine which items are in doubtful condition.

C. Another inspection will be conducted by Owner, at end of extended warranty period to determine acceptance or rejection.

**PART 2 PRODUCTS**

**2.01 MATERIALS**  
A. Fertilizer  
1. Granular fertilizer shall be a commercial fertilizer, uniform in composition, free flowing, and suitable for application with approved equipment. Fertilizer which has been exposed to high humidity and moisture, has become caked or otherwise damaged making it unsuitable for use, will not be acceptable. Application shall be Osmocote 13. 13. 13 + Iron by Sierra Chemical, 1-800-492-8255, 1001 Yosemite Dr. Milpitas, CA 95035, or approved equal. Broadcast rototill fertilizer at the rate of 3 lbs. Actual nitrogen per 1000 square feet into prepared planting soil.

A. Sharp Sand: Sand shall be thoroughly washed, coarse grade shape, construction or brick sand, free of clay balls, weeds, and grass. So-called cushion sand, blow sand, or creek silt is not acceptable for substitution where sharp sand is specified.

**B. Herbicide**  
1. Pre-emergent herbicide shall be Eptam 5G or approved equal.  
2. Contact herbicide shall be Roundup by Monsanto, or approved equal.  
D. Bark Mulch for top dressing: Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants. Mulch shall be composted, well rotted, shredded hardwood mulch, dark brown in color. Enriched Bark Mulch for bed prep shall be as above with additional organic soil and/or manure.  
E. Root Stimulator: Shall be Hi-Yield Root Stimulator 5-12-3, by Voluntary Purchasing Group, P. O. Box 460, Bonham, TX, 75418, (214) 583-5501, or approved equal. Spreader sticker as needed.

F. Fire Ant control: Durzban or 1% Diazanon Granular as manufactured by Green Light Projects Co., San Antonio, TX, 78217 or Logic by PBI Gordon, Kansas City, MO.  
G. Insecticide: Lindane with Adjuvant distributed by Esco Distributors, 514 W. 25th, Street, Houston, TX, 77008, (713) 864-7771.  
H. Planting Backfill Mix: Shall be 33% topsoil, 33% sharp sand, and 33% enriched bark mulch or approved commercially available planter's soil mix. Add fertilizer as per specifications. Contractor shall submit source or sample to Landscape Architect.

**1. Topsoil**  
1. Provide topsoil which is fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 2 inches in any dimension and other extraneous or toxic matter harmful to plant growth.  
2. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4 inches. Topsoil shall not be collected from sites that are infested with growth of, or the reproductive parts of noxious weeds, especially nut grass. Topsoil shall not be stripped, collected or deposited while wet. Topsoil shall not be excessively acid or alkaline or contain toxic substances which may be harmful to plant growth. Topsoil shall be without admixture of subsoil.

**2.02 PLANT MATERIALS**  
A. Shrubs and Groundcover: Provide specimen quality plant material as described in Construction Documents. Each individual species of plant material shall be obtained and provided from a single source.

**PART 3 EXECUTION**

**3.01 PREPARATION**

**A. Grading**  
1. Strip existing vegetation and soil in areas to receive planting and grass to depth shown on drawings. Prepare beds to ensure plant arial is not planted in ponding water and avoid "wet feet".

2. Perform grading within Contract limits, including adjacent transition areas, where required, to new elevations, levels, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes.

3. Grade surface to ensure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes. Provide subgrade surface free of exposed boulders or stones exceeding 4 inches in greatest dimension in paved areas; 2 inches lawn areas.

4. Provide adequate drainage of the working area at all times.  
5. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades.

6. Remove stones, roots, weeds, and debris while raking topsoil. Rake surface clean of stones 1 inch or larger in any dimension and of all debris. Place planting backfill mix to depth specified on drawings.

7. All finished grades shall meet line and grade of pavement. Finished grades (top of soil prior to hydromulch) shall be maximum of 1 inch below walkway pavement surface. Grade all slopes from rear of landscape easement or center of medians to walkways and curbs at a minimum of 2 percent slope.

**B. Plant Layout:** Layout individual tree locations of trees to be machine moved by others and areas for multiple plantings as shown on drawings. In case of conflicts or non-contractual conditions, notify Landscape Architect before proceeding with the work.

**A. Preparation of Planting Backfill Mix & Bed prep**  
1. Mix specified soil amendments and fertilizers with topsoil at rates indicated. Amendments shall be incorporated into soil as a part of the soil preparation process prior to line grading and planting. Each amendment material shall be broadcast or spread evenly at the specified rate over the planting area and rototilled.  
Amendments shall be thoroughly incorporated into the topsoil until amendments are pulverized and have become a homogeneous layer of soil ready for planting.  
Incorporation and mixing shall be accomplished by mechanical means for planting beds, mix planting soil prior to backfilling.  
2. Planting bed areas shall be outlined with a shovel cut edge per detail unless plans call for special border edging.

**3.02 PLANTING**

**A. Excavation for Shrubs**  
1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage.  
2. Make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus 3" allowance for setting of ball on a layer of compacted backfill.  
3. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

**B. Planting Large Shrubs and Trees**  
1. Set stock on layer of compacted planting soil mixture, plumb and in center of pit at same elevation as adjacent finished planting grades. Place fertilizer tablets evenly spaced in hole at specified rate. Place additional planter's mix around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Dish top of backfill to allow for mulching.

2. Prune, thin out, and shape shrubs in accordance with standard horticultural practice. Prune shrubs to retain natural character. Remove and replace excessively pruned or misformed stock resulting from improper pruning.

**C. Planting Shrubs, Groundcover and Seasonals**  
1. Excavate hole as necessary to accommodate root ball.  
2. Place fertilizer in hole according to recommended rate. Backfill hole with planter's mix. Water after planting to remove voids and place additional prepared soil to cover root ball if necessary.

4. Broadcast pre-emergent herbicide before mulching at the applicable rate.  
3. Mulch entire planting bed areas with 2-3 inches dark brown bark mulch spread consistently and evenly across root balls and entire planting bed areas.

**3.03 CLEANUP AND PROTECTION**

**A. During planting work, keep pavements clean and work area in an orderly condition. Sweep site and remove trash at end of each workday as necessary.**

**B. Protect planting work and materials from damage due to planting operations, operations by other contractors and trades and trespassers. Maintain protection during installation periods. Treat, repair or replace damaged planting work as directed by Landscape Architect.**

**C. Stockpile, haul from site, and legally dispose of waste materials and debris. Accumulation will not be permitted. Maintain haul and disposal routes clear, clean and free of debris. On-site burning of combustible cleared materials will not be permitted.**

**D. Upon completion of work, clean areas within Contract limits; remove tools, supplies and equipment. Wash down curbs and pavement areas. Scrub curbs and walks as necessary to insure a clean surface. Provide site clean and free of materials and suitable for use as intended.**

**3.04 MAINTENANCE**

A. Contractor shall correctly maintain the planting work throughout the installation process and throughout the landscape maintenance period as specified.

**3.05**  
A. While planting work is completed and at the completion of maintenance period, Owner will make an inspection to determine acceptability.  
B. When inspected planting work does not comply with the Contract Document requirements, replace rejected work and continue specified maintenance until reinspected by Owner and found to be acceptable. Contractor shall remove rejected plants and materials promptly from site.

**END OF SECTION**

**SODDING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**  
A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and all applicable specification sections, apply to this section.

**1.02 DESCRIPTION**  
A. Provide sodding as specified and as indicated.

**1.03 SUBMITTALS**  
A. Sod Certification: Certification shall be submitted from the sod nursery as to the grass species, location of the field from which the sod has been stripped and the date of stripping. Certification shall accompany the delivery of the sod.  
B. Fertilizer Certification: Certification shall be submitted from the fertilizer manufacturer as to the chemical analysis of the fertilizer, a listing of the elements contained therein and their percentages. Certification shall also indicate that the fertilizer is in accordance with the requirements of the Texas Fertilizer Law.

**1.04 PRODUCT HANDLING**  
A. Sod Delivery: Sod shall be delivered on pallets with the root system protected from exposure to wind and sun. Stripping and delivery shall be timed so that sod will be placed within 48 hours of stripping.  
B. Fertilizer Delivery: Fertilizer shall be delivered in the manufacturer's unopened containers, labeled to indicate the manufacturer's name and product identification. Containers shall be stored protected from ground contact and from the elements.

**1.05 JOB CONDITIONS**

A. Sod shall be placed during the period between the last freeze in the spring and 6 weeks prior to the average date for the first freeze in the fall according to the National Weather Service for the area in which the work is located.

**1.06 GUARANTEE**  
A. A written guarantee shall be provided guaranteeing the sodded areas are in a healthy, vigorous, undamaged condition for a period of 90 days beginning on the date of final acceptance. Guarantee shall provide for filling, leveling, and repairing eroded areas, or resodding areas exhibiting lack of healthy growth.

**PART 2 PRODUCTS**

**2.01 SOD**  
A. Sod shall be nursery grown as specified on plans and having a healthy, virile root system of dense, thickly matted roots throughout the soil of the sod for a minimum thickness of 1 inch. Sod shall be free of noxious weeds and undesirable native grasses. Soil attached to the sod shall be free of stones and debris.

B. Sod shall have been mowed within 7 days of being stripped. Sod shall be provided in rectangular pads of not less than 12 inches nor more than 24 inches. Dry sod will be rejected.

**2.02 TOPSOIL**

A. Provide topsoil which is fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 2" in any dimension and other extraneous or toxic matter harmful to plant growth.

B. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4" . Topsoil shall not be collected from sites that are infested with growth of or the reproductive parts of noxious weeds, especially nut grass. Topsoil shall not be stripped, collected or deposited while wet. Topsoil shall not be excessively acid or alkaline or contain toxic substances which may be harmful to plant growth. Topsoil shall be without admixture of subsoil.

C. When topsoil is not required, native soil shall be scratched or raked before laying.

**2.03 FERTILIZER**

A. Fertilizer shall be granulated fertilizer with an analysis of 16-8-8 + iron, unless otherwise indicated. The figures in the analysis represent the percent of nitrogen, phosphoric acid and potash nutrients respectively.

B. Fertilizer shall be uniform in composition and dry. Fertilizer shall be furnished in unopened containers, labeled to indicate the analysis of the contents. Caked or otherwise damaged material will be rejected.

**PART 3 EXECUTION**

**3.01 INSPECTION**

A. Surfaces indicated to be sodded shall be inspected to verify that all preceding work in the area has been completed. Sodding shall not start until all preceding work has been completed.

**3.02 SODDING**

**A. Preparation**  
1. Strip existing vegetation and 1 inch of existing soil from all areas to receive sod not stripped and graded under previous work or contract.

2. After stripping, loosen soil to a depth of 1-1/2 inches prior to laying sod. Remove all stones, roots, vegetation, rubbish, debris and other foreign matter 1" in diameter or larger from the top 2" of soil. No foreign matter may be buried on site. Hand rake to achieve smooth grade.

3. Fertilizer shall be uniformly spread over the topsoil at the average rate of 400 lbs. per acre and shall be raked into the topsoil to a full 2-inch depth.

4. Immediately prior to placing sod, the fertilized topsoil substrate shall be lightly moistened.  
B. Installation  
1. All sod shall be carefully laid in parallel rows in a smooth manner, alternating all sod joints. Fit sod strips tightly together so that no joints are visible and tamp firmly. Cut pieces of sod to fill any voids.

2. Water sod immediately after planting, slowly but thoroughly, to secure at least six (6) inches penetration into the soil below the sod. Do not allow the blades of grass to wilt. The sodded area shall be rolled to form a thoroughly even, solid mat. Any voids left in block sodding shall be filled with cut sod pieces and/or topsoil.

3. Follow the completion of the installation, the sod shall be watered in an amount and as often as necessary to maintain healthy growth of the grass.  
4. Treat entire areas of sod for fire ants with Durzban as per manufacturer's instructions.

**3.03 MAINTENANCE OF SODDED AREAS**

A. Contractor shall correctly maintain the sodded areas throughout the installation.  
Contractor shall be responsible for care and maintenance of entire project.  
END OF SECTION

**CONTRACTOR SHALL PROVIDE SUBMITTALS IN WRITING OR SAMPLES FOR THE FOLLOWING:**

1. PICTURES AND/OR LIST NURSERY SOURCE WITH SIZES FOR PLANT MATERIAL
2. SOURCE AND DEPTH OF PLANTER'S MIX WITH ADDITIVES
3. SOURCE AND DEPTH OF HARDWOOD MULCH







# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Rob Vine, City Manager

**Department:** Administration

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**Subject: Discuss and consider action on Resolution 2026-7 establishing a Development Incentive Program for the City of Mount Pleasant.**

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**Item Summary:**

This program establishes a clear policy, general eligibility standards, identifies priorities with regard to geographic areas, business type, provides information on incentives, sets minimum performance requirements, provides scoring guidelines, and includes an application along with a prescribed process

**Recommendation(s):**

Approve Resolution 2026-7 the terms and the conditions of an incentives policy and to promote economic development and stimulate business and commercial activity in the city; establishing guidelines and criteria for approval of tax abatements and other incentives; and providing an effective date.

# **Memorandum**

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**TO:** Council Member  
**FROM:** Rob Vine  
**DATE:** City Council - Mar 17 2026

**SUBJECT:**

Development Incentive Program

**BACKGROUND:**

Chapter 312 of the Texas Tax Code, cited as the Property Redevelopment and Tax Abatement Act, authorizes municipalities to grant tax abatements upon establishing guidelines and criteria for tax abatement agreements; and Chapter 380 of the Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City.

The Development Incentive Program establishes guidelines and criteria to consider for approval of tax abatements, rebates, or other incentives to new businesses locating inside the City limits of Mt. Pleasant, as well as promote quality development and expansion of the existing business base.

**STATUS OF ISSUE:**

With the amount of commercial development increasing in the City of Mt. Pleasant and the expectation of more to come in the future, the need for a structured Development Incentive Program to provide clear guidelines to ensure the fair treatment of developments, provide transparency and accountability, and bring our community into industry standards in order to compete with other cities in our region has risen to the top.

There is no existing policy that this program will replace, and Staff is confident this program will promote economic development and stimulate business and commercial activity in the City.

This program establishes a clear policy, general eligibility standards, identifies priorities with regard to geographic areas, business type, provides information on incentives, sets minimum performance requirements, provides scoring guidelines, and includes an application along with a prescribed process.

**BUDGET:**

Adopting this policy and implementing this program will not impact the budget in a negative fashion. It will cost nothing. It will save staff and consultant hours, which means less expense per project.

Adopting this policy and implementing this program has the potential to have a very positive impact on the budget by using it as a tool to bring in new commercial businesses to generate property tax, sales tax or hotel occupancy tax, generate jobs and promote additional economic growth.

**RECOMMENDATION:**

Staff recommends the adoption of the Development Incentive Program as presented.

**Attachments:**

[Resolution 2026-7 Development Incentive Program](#)

## RESOLUTION 2026-7

**A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INCENTIVES POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; ESTABLISHING GUIDELINES AND CRITERIA FOR APPROVAL OF TAX ABATEMENTS AND OTHER INCENTIVES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 312 of the Texas Tax Code, cited as the Property Redevelopment and Tax Abatement Act, authorizes municipalities to grant tax abatements upon establishing guidelines and criteria for tax abatement agreements; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council, as governing body of the City of Mount Pleasant, Texas (Council), is committed to the promotion of quality development and expansion of its existing business base, and further recognizes the importance of retaining existing businesses, retaining or creating employment opportunities for residents and providing for the redevelopment of sub-standard properties; and

**WHEREAS**, the Council hereby elects to be eligible for tax abatement as provided for in the guidelines and criteria established in the Policy; and

**WHEREAS**, the Incentives Policy (Policy) attached as Exhibit A, promotes economic development and stimulates business and commercial activity in the City and establishes guidelines and criteria for approval of tax abatements and other incentives; and

**WHEREAS**, the Council desires for this Policy to replace any previously adopted incentive policies and or guidelines,

**WHEREAS**, upon full review and consideration of the Incentives Policy attached as Exhibit A and all matters attendant and related thereto, the Council is of the opinion that the Policy will assist in implementing programs whereby economic development will be promoted and business and commercial activity will be stimulated in the City.

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

### **SECTION 1.**

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

### **SECTION 2.**

The City Council finds that the guidelines and criteria of the Policy will promote economic development and stimulate business and commercial activity in the City.

### **SECTION 3.**

The City Council hereby adopts the Policy authorizing the City to participate in tax abatement and other incentives and take other specified actions, in accordance with the guidelines

and criteria outlined in the Policy.

**SECTION 4.**

The guidelines and criteria of the Policy, having been reviewed by the City Council of Mount Pleasant and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

**SECTION 5.**

This Resolution shall become effective from and after its passage.

**PASSED AND APPROVED** this the 17th day of March, 2026.

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**Wesley Lyon II, Mayor**

**ATTEST:**

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**Candias Webster, City Secretary**

Approved as to form and legality:

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**Lea Ream, City Attorney**

# EXHIBIT A

## Incentives Policy

### Mount Pleasant, Texas *Incentives Policy*

**WHEREAS**, The City Council desires to promote economic development and stimulate business and commercial activity in the City.;

**WHEREAS**, upon full review and consideration of this Policy, the Council is of the opinion that this Policy will assist in establishing guidelines and criteria for approval of tax abatements and other incentives implementing programs whereby economic development will be promoted and business and commercial activity will be stimulated in the City.

**BE IT KNOWN**, that the Council on March 17, 2026 has adopted the following guidelines and criteria as the City of Mount Pleasant's Incentives Policy.

#### **Section 1.** *Introduction & Goals*

It is the intent of this Policy to provide guidelines and criteria, requirements, and procedures to evaluate and approve any Incentives deemed necessary by the City for the furtherance of its economic development and community goals.

This Policy shall include provisions for Tax Abatement or sales tax rebates, as well as use of sales tax funds, general funds of the City, and any other resources as approved by the Council. Incentives may be considered for both new facilities and for the Expansion or Modernization of existing Facilities and structures.

Nothing herein shall imply or suggest that the City is under any obligation to provide any Incentive to any Applicant. The Council retains the right to evaluate applications and grant Incentives, if any, as deemed appropriate on a case-by-case basis without the necessity of amending any contrary provisions of this Policy. Following are the goals of this Policy:

- 1.1. When in the best interests of the City, provide Incentives to existing businesses that will enhance the commercial viability and sustainability of existing commercial properties in the City;
- 1.2. When in the best interests of the City, provide Incentives to the extent necessary to attract desired businesses or developers to invest in the City;
- 1.3. Encourage development and / or redevelopment of targeted areas in the City;
- 1.4. Create employment opportunities for residents of the City;
- 1.5. Increase the non-residential ad-valorem tax and / or sales and use tax revenue base for the City; and
- 1.6. Ensure that all policies, procedures and any resulting Performance Agreements related to the provision of Incentives to stimulate economic development shall comply with all applicable state statutes.

#### **Section 2.** *Definitions*

The following definitions shall apply to the terms used in this Policy.

Agreement: Shall mean a Performance Agreement as defined herein.

Agreement in Principle (AIP): Shall mean a non-binding draft of performance requirements of a Project and any Incentives to be offered by the City.

Applicant: Shall mean the Property owner or business occupant signing the Incentives Application.

Application: Shall mean the Incentives Application as maintained by Staff.

Appraisal District: Shall mean the Titus County Appraisal District.

Base Year Value: Shall mean the assessed value of the Facility on the 1<sup>st</sup> of January preceding the execution of a Performance Agreement.

Benefits: Any combination of group benefits for health care, dental care, vision care, disability insurance, or life insurance.

Code Violations: Shall be as defined in the City's adopted building or zoning codes.

Construction Costs: The cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, engineering, construction document preparation, bidding, and construction financing.

Council: The City Council of the City.

County: Shall mean Titus County, Texas.

City Manager: Shall mean the City Manager or his or her designee.

Effective Date: The date this Policy was approved by the Council.

Employee, Full-Time: Shall mean any employee of the company that regularly works a minimum of thirty (30) hours per week.

Employee, Part-Time: Shall mean any employee that regularly works less than thirty (30) hours a week.

Employees, Full-Time Equivalent (FTE): Shall mean the number of employees equivalent to full-time employees, e.g. two part-time employees working 20 hours each is equal to one full-time employee.

Expansion: Shall mean the addition of buildings, structures, fixed equipment or machinery for the purpose of increasing production capacity.

Facility: Shall mean the Property, building and Improvements.

Grants: Funds provided by the City for a particular Project in accordance with this Policy.

Impact Fees: Fees (if any) adopted by the City in accordance with Chapter 395 of the Texas Local Government Code.

Improvements: Shall mean the New Construction or Modernization of buildings, interiors, site work, Public Works Improvements, parking and drives, landscaping, irrigation, lighting and specifically excluding land and / or Business Personal Property.

Incentives: Shall be as defined in Section 5 herein.

Minimum Performance Requirements: Shall be as defined in Section 6 herein.

Modernization: Shall mean the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation, and extends the economic life of the Facility. This shall not include reconditioning, refurbishing, repairing or completion of deferred maintenance on the Facility or its equipment.

New Construction: Shall mean the first-time construction of Improvements utilizing newly purchased materials, and specifically excluding any remodeling or renovations undertaken after issuance of the first Certificate of Occupancy.

Payroll: The company's total expenditures for all employees for the month immediately preceding the Application, multiplied by twelve (12).

Performance Agreement: Shall mean a written agreement summarizing the performance requirements of a business or developer and the Incentives to be provided by the City upon fulfillment of those performance requirements (e.g Tax Abatement Agreement, Chapter 380 Agreement).

Policy: Shall mean this Incentives Policy.

Project: The initiative or investment to be provided in accordance with the performance standards of any Performance Agreement providing Incentives.

Property: Shall mean the physical parcel of land for which Incentives are being granted.

Property – Business Personal: Shall mean the tangible and movable items used in the course of business not permanently affixed to, or part of, the real estate. Examples of Business Personal Property (BPP) include: furniture, machinery and equipment, computers, vehicles, inventory and supplies.

Property - Real: Shall mean the Property and the Improvements constructed on the Property.

Public Works Improvements: Shall mean improvements that upon completion and acceptance shall be owned and maintained by the City. (e.g. water, sewer, streets, drainage)

Recapture (aka Claw-back): A provision in a Performance Agreement that states how and to what extent any Incentives provided must be paid back to the City if the required performance criteria are not met.

Staff: The City Manager or his/her designee.

Tax Abatement: Shall mean the full or partial exemption from paying ad valorem taxes on real property or tangible personal property in accordance with provisions of Chapter 312 of the Texas Tax Code.

Tax Abatement Agreement: Shall mean an agreement to provide Tax Abatement as authorized by Chapter 312 of the Texas Tax Code. It may also be referenced herein as a Performance Agreement.

Tax Increment Reinvestment Zone (TIRZ): Shall mean those zones allowed under Chapter 311 of the Texas tax code that may be created by the city to use the increased tax value of land from development toward financing public improvements in the reinvestment zone and must meet set criteria defined by law and with agreements with other entities for participation, if any and governed by a TIF Board..

### **Section 3.** ***General Eligibility***

The following shall establish the minimum eligibility for receiving Incentives identified in this Policy.

- 3.1. Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Incentives outlined by this Policy.
  - 3.1.1. Within the City: Property must be located within the City’s municipal boundaries unless provisions for annexation into the City are part of the Performance Agreement.
  - 3.1.2. Zoning: Property must be zoned for the proposed uses or will be prior to approval.
  - 3.1.3. Taxes: Property shall be in good standing as it relates to taxes due to the City.
  - 3.1.4. Liens: Property shall be in good standing as it relates to any liens held by the City.
  - 3.1.5. Ownership: Property owners must provide sufficient proof of ownership.
  - 3.1.6. Code Violations: Property must not have any outstanding code violations with the City.
  - 3.1.7. Construction Commencement: Construction for the Facility must not have commenced prior to the approval of a Performance Agreement.
- 3.2. Businesses: Only businesses meeting the following requirements shall be eligible to receive Incentives outlined by this Policy.
  - 3.2.1. Taxes: The business shall be in good standing as it relates to taxes due to the City.
  - 3.2.2. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Incentives Application from the Property owner prior to City approval of the Application.
  - 3.2.3. Length of Operations: Existing businesses must have maintained operations in the City for two (2) years consecutively in order to receive Incentives.
- 3.3. Statutory Limitations: It is the intent of the City to comply with all statutory limitations on the use of any public funds for the purposes identified herein.

### **Section 4.** ***Priorities***

The City has determined that the following are priorities for the Incentives potentially granted pursuant to

this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

- 4.1. Geographic Areas: The following are the City's preferences for providing Incentives in geographic areas of the City.
  - 4.1.1. High Priority:
    - A. Properties within any of the City's Tax Increment Reinvestment Zones, Downtown or corridor overlays.
- 4.2. Businesses: The following are the City's preferences for providing Incentives to certain types of businesses in the City.
  - 4.2.1. High Priority:
    - A. High quality full-service restaurants and hotels;
    - B. Experiential retail that is family-friendly and will attract visitors to Mount Pleasant to enjoy a unique experience;
    - C. Small employers with high-paying jobs;
    - D. Businesses that generate high-paying jobs;
    - E. Businesses that have a limited impact on the natural environment;
    - F. Technology services;
    - G. High sales tax generators; and
    - H. Specialized Medical/Health Services.

## **Section 5.** ***Incentives***

Following are Incentives that the City, on a case-by-case basis, could consider granting for specific Projects depending on the merits of the Project. Incentives, including Tax Abatement, are available to new Facilities and structures and the Expansion and Modernization of existing Facilities and structures. This shall include the redevelopment of existing properties. Any Incentives provided pursuant to this Policy shall not reduce the Base Year Value of the Facility.

- 5.1. Financial – Ad Valorem Taxes: The City may consider granting the following Incentives relative to Ad Valorem Taxes.
  - 5.1.1. Real Property Tax: The City may consider abating the taxes on Real Property by approval of a Tax Abatement Agreement or by approval of a Performance Agreement granting back Real Property taxes paid to the City.
  - 5.1.2. Business Personal Property Tax: The City may consider abating the taxes on Business Personal Property by approval of a Tax Abatement Agreement or by approval of a Performance Agreement granting back Business Personal Property taxes paid to the City.
  - 5.1.3. Tax Stabilization / Incremental Increase: In a situation where an existing Facility may be Expanded or Modernized, the City may consider stabilizing the ad valorem taxes collected as of the date of completion and / or an incremental yearly increase to market rates. This shall be accomplished by granting back the increase in taxes paid to the City.
  - 5.1.4. Agricultural Exemption: The City may consider granting back all or a portion of the Ag Exemption City taxes due at the time of development.
- 5.2. Financial – Sales Tax Grants / Reimbursements: Through approval of a Performance Agreement, the City may provide Grants of all or a portion of the following sales and use taxes. Where the Project is a retail development, for the purposes of evaluating and granting incentives in accordance with this Policy, sales and use taxes shall be measured net of any business relocations occurring within the City. i.e. if a retail business is currently operating in the City, and relocates to the new development, its current sales taxes shall be excluded from the calculation of new sales taxes generated.

- 5.2.1. General Fund Sales Tax: The sales and use taxes going to the City's General Fund.
- 5.3. Financial - Fee Reductions / Credits: The City may consider the reduction, credit or reimbursement of all or a portion of the following fees. This shall not include any charges by third-parties assisting the City with implementation of services provided by the fees unless so provided in an approved Performance Agreement.
- 5.3.1. Park Dedication Fee: Fee, if any, charged for the improvement of park systems in the City.
- 5.3.2. Building Permit Fee: Fee, if any, related to the review of non-Public Works construction plans and building plans required for the issuance of a building permit.
- 5.3.3. Plan Review Fee: Fee, if any, related to the review and administrative processing of construction plans for Improvements
- 5.3.4. Inspection Fee: Fee, if any, related to the inspection of the Improvement
- 5.3.5. Sales, Lease or Exchange of Land or Buildings: The City recognizes that the sale and conveyance, lease, or exchange of certain property owned by the City may meet the objectives identified in this Policy. In accordance with State Law, the City may consider the sale, lease or exchange of land without the necessity of accepting written bids pursuant to a published notice and at or below market value to further the objectives identified herein.
- 5.3.6. Free / Reduced-Cost Land: Any provision where the City provides free or reduced-cost lands to the Applicant.
- 5.3.7. Free / Reduced-Cost Building: Any provision where the City provides a free or reduced-cost building to the Applicant.
- 5.3.8. Land Lease: Any provision where the City leases rights to City-owned land to the Applicant to allow construction of their Facility.
- 5.4. Infrastructure Assistance: The City may consider the following infrastructure assistance Incentives.
- 5.4.1. Water Line Extensions: Participation in a portion of the costs of extending water distribution lines to the Facility.
- 5.4.2. Sewer Line Extensions: Participation in a portion of the costs of extending sanitary sewer lines to the Facility.
- 5.4.3. Roadway Improvements: Participation in a portion of the costs of roadway improvements serving the Facility.
- 5.4.4. Storm Drainage Improvements: Participation in a portion of the costs of storm drainage improvements at or downstream of the Facility.
- 5.5. Economic Development District Establishment: In instances where the Project is of a significant scope and scale, the City may consider the establishment of unique economic development districts (e.g. Tax Increment Reinvestment Zone, Public Improvement District).
- 5.6. Support for State Incentives: The City may consider providing support for the Project in the application and processing of State of Texas incentives.
- 5.7. Support for Federal Incentives: The City may consider providing support for the Project in the application and processing of Federal incentives.

## **Section 6.** ***Minimum Performance Requirements***

The following shall identify the Minimum Performance Requirements for each project classification. These requirements are new construction, revenues or employees attributable to the Project.

<b>Project Classification</b>	<b>Min. New Construction Cost</b>	<b>Min. New FTE Employees</b>	<b>Min. New Taxable Sales<sup>1</sup></b>	<b>Notes / Examples</b>
Corporate	\$1,750,000	15	-	• Significant office uses, e.g. Corporate HQ or regional HQ
Health Svcs	\$2,000,00	10	-	• Significant health benefit to community
Industrial	\$3,000,000	25	-	• Owner occupied, industrial / logistics business
Retail	\$4,500,000-	25	\$8,000,000	• Big box retail or other unique offerings
Hotel / Conf. Center	\$3,000,000	15-	-	• Hospitality or entertainment venues including hotels and conference centers
Development	\$6,000,000	15-	\$1,000,000	• New development

<sup>1</sup>Generated annually

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**Section 7.**  
***Administrative Procedures***

The Applicant shall follow the Administrative Procedures noted below to apply for Incentives as identified herein.

- 7.1. Pre-Submittal: All Applicants are encouraged to meet with the City Manager prior to preparation of an Application. Applicants should contact city staff to set up a meeting.
- 7.2. Application Requirements: The submittal of an Application is required prior to any evaluation of the request for Incentives. The Application shall include the following information.
  - 7.2.1. General Information:
    - A. The name of the Project.
    - B. The intended use (e.g. Call center, hotel, corporate / regional office, professional office, retail, distribution).
    - C. If the Project is a relocation, consolidation or expansion of existing facilities, identify the location of the existing facilities.
    - D. An overview of the Company.
    - E. The NAICS Code of the Company's business.
    - F. A description of the experience and qualifications of the Project Team.
    - G. The type of Project (i.e. retention, expansion, own / lease, new development).
  - 7.2.2. Property Information:
    - A. Property address.
    - B. Lot / Block / Subdivision name if platted. If not platted, a legal description will be required prior to executing any Agreements, and a plat required prior to permitting new construction.
    - C. Appraisal District Property ID numbers.
    - D. Current Appraisal District valuations for all parcels.
    - E. Acreage.
    - F. Current owner and proof of ownership (e.g. deed, appraisal info)
  - 7.2.3. Eligibility of Property: Address the eligibility requirements in Section 3.1.
  - 7.2.4. Eligibility of Business: Address the eligibility requirements in Section 3.2.
  - 7.2.5. Priorities: Address the priorities in Section 4.0.
  - 7.2.6. Project Data:
    - A. Business name.
    - B. Describe the type of building proposed (e.g. number of stories, style, materials)
    - C. Describe the development concept (e.g. single building or campus setting, open space, surface or structured parking)
    - D. Describe the extent that any infrastructure component is enhanced or expanded.
    - E. Provide timing estimates for major milestones of the Project.
    - F. Provide estimates of Project data by phase and date, including but not limited to:
      - i. List the kind, number, use, square footage and location of all the proposed improvements on the property.

- ii. Total capital investment including acquisitions, Improvements, building costs and equipment.
- iii. Estimated Appraised Value of all Improvements.
- iv. Acquisition cost of all Business Personal Property
- v. Estimated Appraised Value of all Business Personal Property.
- vi. Number, type, quality and wage levels of new Full-Time Equivalent (FTE) employees.
- vii. New Payroll added.
- viii. Average employees' annual salary.
- ix. Employees with salary \$75,000 or greater.
- x. Benefits provided to employees.
- xi. Taxable sales from the Facility.
- xii. Hotel Occupancy Tax generated (if applicable).

7.2.7. Requested Incentives: The Applicant shall itemize the specific Incentives (Section 5) they are requesting from the City. These are to be prioritized by order of preference by the Applicant.

7.2.8. Required attachments and / or exhibits:

- A. Legal description of the Property.
- B. Proof of ownership, or contract option or offer.
- C. Photos of existing conditions
- D. Drawings, renderings, plans of the proposed Improvements.
- E. Current ad valorem tax appraised value estimates by the applicable appraisal district showing appraised values for three similar type and size projects within the County.
- F. If Applicant is not the Property owner:
  - i. Written approval of the Application from the owner
  - ii. Copy of the signed lease agreement

7.2.9. Amendments: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of the requested Incentives.

7.3. Review & Evaluation: Following are criteria to review and evaluate the Application.

7.3.1. Review Criteria:

- A. Completeness of Application: Completeness of the Application; including all required documentation.
- B. Application Information: Any information provided in the Application.
- C. Priorities: Does the Application include a high-priority business classification or is it located in a high-priority geographic area?
- D. General Eligibility: Does the Project meet the General Eligibility requirements?
- E. Revenues: What are the net tax revenue benefits to the City, including Ad Valorem, Sales and Hotel Occupancy Taxes?
- F. Employment: How many people will be employed by the Project? What are the education level requirements for employment? Are the wages to be paid higher than the average in the area?
- G. Impacts: An estimation of the positive and negative impacts that the Project might have.
  - i. Cannibalization of Existing Businesses: To what extent does the Project cannibalize the profitability of an existing business?

- ii. Private Investment Catalyst: To what extent does the Project act as a catalyst for future private investment?
  - iii. City Services: To what extent does the Project have a positive or negative impact on the Services or infrastructure of the City?
- 7.3.2. Staff Evaluation: The coordinating Staff member shall convene a team of the appropriate Staff members to evaluate the Application.
  - A. Site Visit: Prior to formal evaluation of the Application, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Incentives.
  - B. Financial Analysis: If deemed necessary, Staff shall analyze the financial aspects of the incentive proposal using an appropriate method (return on the investment of Incentives in the Project and / or the timing required for new revenues to “break-even” with the cost of the proposed Incentives).
  - C. Consulting Services: Should a consulting service be deemed necessary by the City to aid in their evaluation (e.g. financial impacts / cost-benefit analysis, infrastructure impacts or capabilities), the Applicant may be required to submit additional information not required in the Application. Additionally, the City may require that the Applicant participate up front in the cost of obtaining these services.
- 7.4. Preliminary Discussions: Upon receipt of a satisfactory Application, Staff shall hold preliminary discussions with Council regarding the merits of the Incentives request and advise Staff whether or not to proceed with negotiations of an Agreement in Principle.
- 7.5. Agreement in Principle: The City Manager shall lead the negotiation and drafting of a non-binding Agreement in Principle (AIP) memorializing in writing the Project’s performance requirements and the Incentives to be provided by the City. This shall include engagement of Project representatives, city staff, City Council and their legal representatives if appropriate. Evolution of changes in the AIP shall be documented via redline / strikeout drafts as progress is made.
  - 7.5.1. Preliminary Approval: Staff shall seek preliminary approval of the AIP from Project representatives and City Council prior to preparation of a Performance Agreement.
- 7.6. Performance Agreement: A Performance Agreement shall be required for all Projects receiving Incentives from the City in accordance with the following.
  - 7.6.1. Preparation: The City Manager shall work with legal representatives for the City, City Financial Advisors and / or Council to prepare a Performance Agreement substantially conforming to the provisions of the Agreement in Principle.
    - A. Allied Agency Engagement: Though not a party to any City Performance Agreement, Staff shall engage and keep informed any allied agencies (County, School District, NTCC and Hospital District) contemplating their own incentives for the Project.
  - 7.6.2. Tax Abatement Minimum Requirements: Any Performance Agreement including Tax Abatement shall include the following at a minimum:
    - A. Improvements: List the kind, number and location of all the proposed improvements on the Property.
    - B. Base Year Value: Provide that the Agreement does not include any reduction in Base Year Values.
    - C. Access: Provide access to and authorize inspection of the property by City employees or their designated representatives to ensure that the improvements or repairs are made according to the specifications and conditions in the Agreement.
    - D. Uses: Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect.
    - E. Recapture Provisions: Provide for the recapture of property tax revenue lost or any Incentives provided as a result of the Agreement if the owner of the Property fails to make

the improvements or repairs as provided by the Agreement.

- F. Term: Describe the term of the Agreement.
  - G. Certification: Require the owner of the Property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the Agreement.
  - H. Cancellation / Modification: Provide that the City may cancel or modify the Agreement if the property owner fails to comply with the Agreement.
- 7.6.3. Responsiveness: The offer of Incentives by any Performance Agreement shall expire ninety (90) days from the date it is provided to the Applicant unless extended in writing by the City. The expiration of any offered Performance Agreement shall not preclude continued negotiations toward the development of an alternative Agreement.
- 7.6.4. Approvals: Evaluation and any subsequent approval shall be on a case-by-case basis pursuant to the introductory paragraph of Section 1 herein. All Performance Agreements, including any Tax Abatement Agreement, or Rebate shall follow and comply with all statutory requirements for notice, hearings and readings where applicable. The Council shall review and consider the Performance Agreement and make the final decision regarding approval of the Agreement and Incentives to be provided, if any.
- 7.6.5. Compliance Reporting: All Performance Agreements shall include requirements for reporting compliance with the provisions of the Agreement prior to disbursement of incentive funds.

## **Section 8.**

### ***Applicant / Owner Certifications***

The following Applicant / Owner Certifications shall be included in the submitted Application.

- 8.1. Application Accuracy: The information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the City may rely on all of the information contained herein, and all that may have been affixed hereto, as being true and correct.
- 8.2. Performance Agreement: I (we) acknowledge that a Performance Agreement will have to be executed prior to receiving any Incentives. Discretionary Rights: I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve any Incentive relative to this Application, whether or not such discretion is deemed arbitrary or without basis in fact.

## **Section 9.**

### ***General Provisions***

- 9.1. Flexibility: The terms and conditions of this Policy are to be considered guidelines during deliberation and evaluation. The City reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Tax Abatement Agreement Rebate, or Performance Agreement and the Incentives related thereto, on terms and conditions contrary to the guidelines of this Policy.
- 9.2. Economic Development Incentive Scoring Mechanism: Staff will use a scoring framework similar to that shown below to make recommendations to City Council on Incentive Applications

#### 9.21 Scoring Framework Total Score 100 points

#### 9.22 Decision Bands

- **80–100**: Strongly recommended
- **60–79**: Recommended with conditions
- **40–59**: Limited / renegotiate terms
- **Below 40**: Not recommended

Category	Criteria	Weight (%)	Scoring Scale	Max Points
<b>Job Creation</b>	Number of new full-time jobs	20%	0–5	20
	Quality of jobs (wages, benefits)	15%	0–5	15
<b>Capital Investment</b>	Total private investment	15%	0–5	15
<b>Fiscal Impact</b>	Net tax revenue vs. incentive cost	15%	0–5	15
<b>Economic Impact</b>	Local supply chain & multiplier effect	10%	0–5	10
<b>Community Impact</b>	Workforce development, equity, inclusion	10%	0–5	10
<b>Location Priority</b>	Distressed area / strategic zone/downtown	10%	0–5	10
<b>Project Readiness</b>	Timeline, financing, permits	5%	0–5	5
<b>TOTAL</b>		<b>100%</b>		<b>100</b>

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Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.

- 9.3. Severability: In the event that any provision of this Policy is illegal, invalid, or unenforceable under present or future laws, the remainder of this Policy shall not be affected thereby.

--- Remainder of this page left blank intentionally ---

# Mount Pleasant, Texas Development Incentive Agreement Application

1	<b>GENERAL INFORMATION</b>			
a	<b><u>Project Name:</u></b>			
b	<b><u>Intended Use (e.g. Call center, corporate / regional office, professional office, retail, distribution):</u></b>			
c	<b><u>If project is a relocation or consolidation of existing facilities, identify the location of the existing facilities:</u></b>			
d	<b><u>Company Overview:</u></b>			
e	<b><u>NAICS Code:</u></b> (See this link for help) <a href="https://www.census.gov/naics/">https://www.census.gov/naics/</a>			
f	<b><u>Project Team Experience &amp; Qualifications:</u></b>			
g	<b><u>General comments from Applicant (if desired):</u></b>			
	<b>Yes</b>	<b>No</b>	<b>Type of Project</b>	<b>Notes</b>
h			Retention of existing business	• Years in business at this location?
i			Expansion or modernization of existing facility	•
j			New business / to own new facility	•
k			New business / to own existing facility	•
l			New business / leasing existing facility	•
m			New business / leasing new facility	•
n			Development	•
o			Other:	•
2	<b>PROPERTY INFORMATION</b>			
a	<b><u>Property Address:</u></b>			
b	<b><u>Lot / Block / Subdivision Name:</u></b>			
c	<b><u>Appraisal District Property ID Numbers:</u></b>			
d	<b><u>Current Appraisal District Valuations of all Parcels:</u></b>			
e	<b><u>Acres:</u></b>			
f	<b><u>Currently owned by:</u></b>			
3	<b>ELIGIBILITY OF PROPERTY [Section 3.1]</b>			
	<b>Yes</b>	<b>No</b>	<b>Item</b>	<b>Notes</b>
a			Within the City?	•
b			Zoned appropriately for use?	•
c			City taxes in good standing?	•
d			No City liens existing?	•
e			Proof of ownership provided?	•
f			Outstanding code violations?	•
g			Construction has not commenced?	•
4	<b>ELIGIBILITY OF BUSINESS [Section 3.2]</b>			
	<b>Yes</b>	<b>No</b>	<b>Item</b>	<b>Notes</b>
a			Business taxes in good standing?	•
b			Tax paying entity?	•
c			If not owner, authorization provided?	•

d			If existing business, in City 2 years?	•
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5	<b>PRIORITIES</b> [Section 4.0]			
	<b>Yes</b>	<b>No</b>	<b>Geographic Preferred Area?</b>	<b>Notes</b>
			Properties located in a City's TIRZ	•
	<b>Yes</b>	<b>No</b>	<b>Preferred Business?</b>	<b>Notes</b>
a			High quality full-service restaurants, hotels	•
b			Experiential retail that is family-friendly and will attract visitors to Mount Pleasant to enjoy a unique experience	•
c			Small employers with high-paying jobs	•
d			Business that generate high-paying jobs	•
e			Businesses that have a limited impact on the natural environment	•
f			Technology services	•
g			High sales tax generators	•
h.			Specialized Medical/Health Services	•

6	<b>PROJECT CLASSIFICATION</b> [Section 6]			
	<input type="checkbox"/> <b>Corporate</b>			
	<input type="checkbox"/> <b>Health Services</b>			
	<input type="checkbox"/> <b>Industrial</b>			
	<input type="checkbox"/> <b>Retail</b>			
	<input type="checkbox"/> <b>Hotel/Conference Center</b>			
	<input type="checkbox"/> <b>Development</b>			

7	<b>PROJECT DATA</b> [Section 7.2.6]			
a	<b>Business Name:</b>			
b	<b>Describe the type of building proposed (e.g. # of stories, style, materials, etc.):</b>			
c	<b>Describe the development concept (e.g. single building or campus setting, open space, surface or structured parking, etc.):</b>			
d	<b>Describe the extent that any infrastructure component of the City is enhanced or expanded:</b>			
e	Month / Year	<b>Timing</b>	<b>Notes</b>	
f		First development application	• (zoning, site plan, etc)	
g		Desired approval date	•	
h		Ground breaking	•	
i		Phase 1 occupancy	•	
j		Phase 2 occupancy	•	
k		Phase 3 occupancy	•	

	<b>Estimated Data by Phase and Date</b>		
	Phase 1 Month / Year	Phase 2 Month / Year	Phase 3 Month / Year
l	Building(s) construction in square feet		
m	Construction cost all Improvements		
n	Estimated appraised value of all Improvements		
o	Acquisition cost of all business personal property		
p	Estimated appraised value of BPP		
q	New full-time equivalent (FTE) employees		
r	New payroll added		
s	Average employees annual salary		
t	Employees w salary \$75,000 or greater		
u	Benefits provided		
v	Taxable sales from the Facility		
w	Hotel occupancy tax generated		

x	Add notes about any item above:					
	7.n	e.g. Note here				
8	Policy Section	<b>INCENTIVE(S) REQUESTED</b> <i>In priority order</i>	Estimated Full Cost	Requested		
				%	Term-Yrs	Amount
a	5. __		\$			\$
b	5. __		\$			\$
c	5. __		\$			\$
d	5. __		\$			\$
e	5. __		\$			\$
f	5. __		\$			\$
	Add justification and / or notes about any item above:					
	7.a	e.g. Note here				

9 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
a			Legal description of property	<input type="checkbox"/>
b			Proof of ownership	<input type="checkbox"/>
c			Photos of existing conditions	<input type="checkbox"/>
d			Drawing, renderings, plans of the proposed Improvements	<ul style="list-style-type: none"> <li>• If not included in development application</li> </ul>
e			Copy of the signed lease agreement	<ul style="list-style-type: none"> <li>• If Applicant is not property owner</li> </ul>
f			Current AV tax appraised value estimates for 3 similar projects	<ul style="list-style-type: none"> <li>•</li> </ul>
10	<b>Applicant / Owner Certifications:</b> In accordance with the Incentives Policy, the undersigned do hereby certify the following:			
a	<b>Application Accuracy:</b> The information provided in this Application, and all that may have been affixed hereto, is true and correct, and that the City may rely on all of the information herein contained, and all that may have been affixed hereto, as being true and correct.			
b	<b>Performance Agreement:</b> I (we) acknowledge that a Performance Agreement (PA) will have to be executed prior to receiving any Incentives.			
c	<b>Discretionary Rights:</b> I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve an incentive relative to this application, whether or not such discretion is deemed arbitrary or without basis in fact.			
11	<b>I (we) hereby affirm the Certifications noted above and approve this Incentives Application and the incentive requests identified herein.</b>			
<b>Property Owner</b>			<b>Applicant / Primary Incentives Contact (if different)</b>	
Company:			Company:	
Name:			Name:	
Title			Title:	
Date:			Date:	
Phone W:		C:	Phone W:	
EMail:			EMail:	
Address:			Address:	
Signed:			Signed:	
<b>REQUIRED Notarized Signature/Stamp/Date:</b>			<b>REQUIRED Notarized Signature/Stamp/Date:</b>	



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Rob Vine, City Manager

**Department:** Administration

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**Subject: Discuss and consider approval of an agreement with NewGen Strategies & Solutions, LLC to update the Water Rate study.**

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**Item Summary:**

The City is seeking a qualified consultant to conduct a Water and Wastewater Retail and Wholesale Revenue Sufficiency and Rate Design Study Update (Study).

**Financial Impact:**

\$51,000

**Recommendation(s):**

Staff recommends approval of the proposal and agreement with NewGen Strategies and Solutions to conduct a water wastewater retail and wholesale revenue sufficiency and rate design study update not to exceed \$51,000.00.

**Attachments:**

[Mount Pleasant W-WW Rate Study Letter 03-05-2026 Final](#)



275 W. Campbell  
Suite 440  
Richardson, TX 75080  
Phone: (972) 680-2000

March 5, 2026

Mr. Rob Vine  
City Manager  
City of Mount Pleasant  
501 North Madison Ave.  
Mount Pleasant, Texas 75455-3650

**Subject: Proposal to Conduct a Water and Wastewater Retail and Wholesale Revenue Sufficiency and Rate Design Study Update**

Dear Mr. Vine:

NewGen Strategies and Solutions LLC, (NewGen) appreciates this opportunity to propose our assistance to the City of Mount Pleasant, Texas (City). It is our understanding that, at this time, the City is seeking a qualified consultant to conduct a Water and Wastewater Retail and Wholesale Revenue Sufficiency and Rate Design Study Update (Study) and update the prior Study performed by NewGen in 2023.

As part of this Study, NewGen will evaluate and develop rate recommendations for a five (5)-year period for the City's wholesale and retail water and wastewater customers, which will support the financial sufficiency and integrity of the City's utility fund. Additionally, the consultant will examine the utility's capital requirements for both planned development and replacement needs in suggesting rates sufficient to provide continuous and adequate service to the City's utility customers.

The remainder of this letter presents our proposed scope of services and anticipated pricing and schedule for the proposed engagement. We appreciate the City's consideration of our proposal and stand ready to answer any questions City staff or the City Council may have.

## **Proposed Work Plan**

To perform the requested Study, the Project Team proposes the following work plan. Our proposed work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their water and wastewater cost of service and rate design studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. It is understood that, if selected, the Project Team will refine, customize, and finalize the work plan with the City upon award of the project.

NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Mr. Rob Vine  
March 5, 2026  
Page 2

### **Task 1 – Initiation of Initial Data Request**

The Project Team will develop an initial data request that will be needed to adequately begin the review and evaluation of the City's retail water and wastewater rates. This data will include, but is not limited to, operating, financial, management, policy, and ordinance data. The purpose of the initial data request is to become more familiar with the City's operations and policies in order to maximize the effectiveness of our time with City representatives in the project kickoff meeting. The Project Team will issue the initial data request within one (1) week of the execution of this contract.

### **Task 2 – Initial Data and Information Assessment**

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the project kickoff meeting. Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regard to the billing data used to set rates. In all of our rate study engagements, NewGen conducts a thorough review and testing of the billing data queries provided by our clients. It is essential in the development of proper cost allocations and reliable revenue projections that the billing data be as accurate as possible. NewGen will work closely with the City's billing staff and/or software provider to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure that the Project Team understands the information provided.

### **Task 3 – Project Kickoff Meeting**

After receiving the initially requested data, the Project Team will work with the City to schedule a virtual kickoff meeting. The primary reason for the kickoff meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay a general framework for how the Study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discuss and clarify the information analyzed in Task 2.

In addition, the project kickoff meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations the City desires to achieve from the study. As part of the kickoff meeting, the Project Team members will also discuss:

- Political and customer views/opinions of current rates,
- Capital/operational demand changes anticipated over the study's forecasted period,
- Initial rate design pricing objectives, and
- Initial strategies for implementing/communicating possible rate changes.

### **Task 4 – Determination of Test Year Revenue Requirements**

Revenue requirements will be developed for the water and wastewater retail and wholesale studies using the American Water Works Association (AWWA) accepted cash needs approach. The cash needs approach closely follows governmental utility budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. Specifically, for the City, the revenue requirement will include the City's operational costs adjusted to reflect normal service conditions; current and future anticipated principal and interest payments; current and future cash capital outlays; future capital funding needs including the impact of inflation on construction cost; and pass-through charges for wholesale service.

Mr. Rob Vine  
 March 5, 2026  
 Page 3

In developing the revenue requirements, the Project Team will assess and project each utility’s cost of service by analyzing each utility’s historical costs, the current budget year, any forecasts made for future fiscal years, as well as any debt service ratio or bond covenant requirements. The Project Team will develop a test year cost of service for each utility. A test year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test year cost of service will be adjusted by non-rate revenue sources to develop the test year’s revenue required from utility rates. Note that the Project Team will review the City’s contractual agreements with its wholesale customers as part of the revenue requirement process and ensure that the methodology employed comports with all the contractual terms and conditions.

**Task 5 – Forecast of Revenue Requirements**

Using the test year developed in Task 4, the Project Team will begin the development of a five (5)-year revenue requirement forecast. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements. These assumptions may include, but may not be limited to, growth rate, inflation rates, regulatory changes, conservation, increase in contractual obligations, and capital improvements. These assumptions will be supported by standard industry forecasting practices and available indices. In addition, support will come from the City’s applicable master plan studies and current infrastructure ratings.

The Project Team will work closely with City staff to examine the City’s planned method of financing (e.g. cash, debt, grants) future capital improvements and the financing methods’ impact on retail rates, operating and capital reserve targets, and debt coverage requirements, as well as to examine anticipated operational and/or staffing changes over the five (5)-year forecast. The five (5)-year revenue requirement will serve as the basis for the development of the financing plan to meet projected capital improvement expenditures.

**Task 6 – Determination of Realizable Revenue at Current Rates**

The results of this task will provide the data to properly evaluate the cost of service, the magnitude of overall increases, as well as providing the Project Team with the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. This task will also provide a “check” of the data provided by City staff.

**Task 7 – Development of Rate Design**

After determining the realizable revenue at current rates and comparing such revenues with the forecasted revenue requirement, the Project Team will work with City staff to formulate a rate and fee design plan to recover the revenue requirements. In the formulation of a rate and fee design plan, a clear and distinct understanding of the City’s overall goals and objectives should serve as the foundation for the development of options since rate and fee design enables the utility to meet its service pricing objectives. Pricing objectives could include, but would not be limited to:

- Cost of Service Recovery
- Revenue Stability
- Affordability
- Equity
- Ease of Administration
- Regional Competitive Position
- Conservation
- Economic Development

Mr. Rob Vine  
March 5, 2026  
Page 4

Following the completion of Task 6, members of the Project Team will discuss with City staff the potential rate design alternatives that meet the City's pricing goals and objectives. From these discussions, the Project Team will develop defensible rate structures for the City's customers.

### **Task 8 – Determination of Realizable Revenue with Rate Adjustments**

The Project Team will analyze and compare the revenues forecasted to be generated under designed rate structures to the forecasted revenue requirements to determine the adequacy of the designed rate structures to meet the City's financial goals, including bond coverage requirements and operating and capital reserves. To the extent the designed rates are projected to be inadequate, appropriate rate adjustments will be calculated. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. Also, the monthly impact of rate adjustments on customer bills under the designed rate structures will be examined.

### **Task 9 – Rate Comparison Review**

The Project Team will compare the City's current and adjusted utility rates to utility rates of governmental utilities of similar size, demographics, and operational characteristics so as to provide an estimation of the City's comparable and competitive position.

After completing Task 9, members of the Project Team will conduct a briefing presentation with City staff to discuss the results of the rate design analysis. Included in these discussions will be the development of the strategy(ies) to communicate and institute any significant rate changes.

### **Task 10 – Draft Letter Report Preparation**

The Project Team will develop a draft letter report summarizing findings, conclusions, and recommendations of the Study. The letter report will include all methodologies, assumptions, and calculations, and a background section that includes all data used in the determinations made in the study. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft letter report and will be available to discuss findings, answer questions, and receive input. The Project Team will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

### **Task 11 – Final Letter Report Preparation and Presentation**

Upon receipt of City staff's comments, the Project Team will make appropriate changes and provide the City with the final letter report. After completion of the final letter report, the Project Team will assist the City in the presentation of the results of the water and wastewater rate study to various stakeholders, including presenting the Study's findings, conclusions, and recommendations to the City Council.

## **Project Deliverables**

Project Team will provide the City with the following:

- Rate Design Scenarios
  - The Project Team will provide up to three (3) rate design scenarios that meet the City's pricing goals and objectives. Additional scenarios will be provided on a time and expense basis.
- Draft Report

Mr. Rob Vine  
 March 5, 2026  
 Page 5

- Given the timely receipt of the required financial and operational data, an electronic draft report will be provided for the City’s review and comment that summarizes the Project Team’s findings, conclusions, and recommendations within 120 days of the contract award.
- Final Report
  - The final report will be provided to the City within two weeks after delivery of the draft report, given the timely receipt of the City’s comments.
- Meetings/Presentations
  - The Project Team will conduct up to three (3) meetings with City staff during the course of the engagement including: a virtual Project Kickoff Meeting, one Project Update meeting (conducted telephonically), and one in-person presentation to the City Council. Additional meetings and/or presentations beyond those listed here will be provided on a time and expense basis.

Services requested by the City not specifically outlined within the proposed work plan and which the Project Team is unable to provide within the proposed project pricing above will be provided on a time and expense basis.

## Project Timing/Schedule

NewGen expects to complete the Study within 120 days, assuming the timely receipt of all necessary information required to complete the Study.

## Proposed Project Cost

To perform the services detailed in this proposal, **NewGen proposes a not-to-exceed fee of \$51,000, inclusive of out-of-pocket expenses but exclusive of the optional services.** NewGen’s not-to-exceed fees for services will be based on actual hours of services furnished multiplied by NewGen’s billing rates as of the date of its monthly invoice.

Additional fees for services not included in the above scope will be billed at our hourly rates for services rendered. Any optional, not included services, must be agreed to in writing by NewGen and the City before any optional services are rendered. Our standing hourly billing rates at this time, which will remain in effect through December 31, 2026, are as follows:

<b>NewGen Strategies and Solutions 2026 Billing Rates</b>	
<b>Position</b>	<b>Hourly Billing Rate</b>
Partner	\$305 – \$455
Principal	\$295 – \$455
Senior Manager	\$250 – \$295
Manager	\$220 – \$250
Senior Consultant	\$200 – \$220
Consultant	\$185 – \$200
Administrative Services	\$145

Mr. Rob Vine  
March 5, 2026  
Page 6

Note: Billing rates are subject to change based on annual reviews and salary increases.

### Terms of Engagement

This agreement is subject to cancellation by the City with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry's best practices. Additionally, the City and NewGen mutually agree that during the term of this Agreement and for a period of one (1) year after any termination, the parties agree not to solicit the other entities' employees related to this Agreement. This clause does not apply where an employee seeks employment in response to an advertisement placed into the public domain for a specific position or other general recruitment activities.

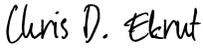
All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC  
275 W Campbell Road, Suite 440  
Richardson, Texas 75080

If this letter and its terms and conditions are acceptable, please execute one copy and return it to our Richardson, Texas office. If you should have any questions regarding this letter and/or require additional information, please contact me at (972) 232-2234 or via email at [cekrut@newgenstrategies.net](mailto:cekrut@newgenstrategies.net). Again, we greatly appreciate the City's consideration of NewGen for this important engagement, and we look forward to working with you.

Very truly yours,

**NewGen Strategies and Solutions, LLC**

Signed by:  
  
FB62F346CFA8440...  
Chris D. Ekrut  
President and CEO

### Project Authorization

**Water and Wastewater Retail and Wholesale Revenue Sufficiency and Rate Design Study (\$51,000)**

Signed \_\_\_\_\_ Printed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Rob Vine, City Manager

**Department:** Administration

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**Subject: City Manager's Report**

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**Attachments:**

[Airport February 2026](#)

[Animal Control February 2026](#)

[Building February 2026](#)

[Code February 2026](#)

[Civic Center February 2026](#)

[Fire February 2026](#)

[Planning and Zoning February 2026](#)

[Police February 2026](#)

[Public Works February 2026](#)

[Utilities February 2026](#)

# AIRPORT MONTHLY REPORT

Feb-26

Item/Activity	This month	Total YTD	This Month Year Ago	Total Year Ago
<b>AIRPORT OPERATIONS</b>	788	3722	608	2628
Fixed Wing Reciprocating - Single	544	2344	374	1630
Fixed Wing Reciprocating - Twin	56	314	60	276
Fixed Wing Turboprop	78	298	26	132
Fixed Wing Jet	50	366	76	274
Helicopter	60	400	72	316
<b>BASED AIRCRAFT</b>				
	138		141	
<b>SALES</b>				
<b>Total Fuel Sale (Gals)</b>	<b>16,026</b>	<b>87,672</b>	<b>14,120</b>	<b>78,180</b>
100LL Fuel Sold (Gals)	5,947	27,235	5,161	27,534
Jet Fuel Sold (Gals)	10,079	60,437	8,959	50,646
<b>Revenue</b>	<b>\$90,782.02</b>	<b>\$531,848.00</b>	<b>\$81,104.84</b>	<b>\$479,864.57</b>
Total Fuel Sale (\$)	\$72,488.76	\$400,569.36	\$65,210.33	\$358,094.41
Aviation Oil w/o tax(\$)	\$804.40	\$5,909.99	\$558.98	\$3,920.40
Misc Sales w/o tax(\$)	\$64.67	\$167.70	\$45.03	\$144.11
Rental / Lease Income (\$)	\$17,352.50	\$125,200.95	\$15,290.50	\$117,705.65
<b>Accounting</b>		<b>COMMENTS</b>		
Sales Tax Collected (\$)	\$71.70			
Cash Sales Including Tax (\$)	\$2,022.50			
Deposits (\$)	\$2,022.50			
Cash on Hand (\$)	\$100.00			

PRINT DATE: 1-Mar-26



## CITY OF MT. PLEASANT ANIMAL CONTROL CALENDAR MONTHLY REPORT 2026

### February

AC Officer Activity	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 This Month	2025 Total YTD	# YTD + or -	2026 % Change YTD From 2025
Calls for Service	49	46	7%	95	87	142	-47	-33%
Animal Bite Reports	3	2	50%	5	3	6	-1	-17%
Warnings Issued	6	4	50%	10	4	12	-2	-17%
Citations Issued	23	30	-23%	53	20	23	30	130%
Complaints filed with Court	1	37	-97%	38	0	28	10	36%
Animals Delivered to Shelter	2026 This Month	Prior Month	2026 Total YTD	% of all Impounds for all 2024 Year	2025 This Month	2025 Total YTD	# YTD + or -	2026 % Change YTD From 2025
Animal Control	17	7	31	15%	23	36	-5	-14%
Mount Pleasant Public	34	39	71	35%	92	117	-46	-39%
Titus County Public	28	40	77	38%	62	138	-61	-44%
Pittsburg Public	9	4	17	8%	12	16	1	6%
Gilmer Public	1	4	5	2%	7	13	-8	-62%
<b>Total Delivery Activity</b>	<b>90</b>	<b>97</b>	<b>201</b>	<b>100%</b>	<b>196</b>	<b>320</b>	<b>-119</b>	<b>-37%</b>
Animal Disposition From Shelter	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 This Month	2025 Total YTD	# YTD + or -	2026 % Change YTD From 2025
Animals Reclaimed by Owner	5	7	-29%	12	11	17	-5	-29%
Animals Adopted	24	36	-33%	60	31	89	-29	-33%
Animals given to Rescue Org's	14	43	-67%	57	42	90	-33	-37%
Animals Euthanized	44	29	52%	73	63	102	-29	-28%
Animal Died Natural Causes	0	0	0%	0	0	1	-1	-100%
<b>Total Animals Released</b>	<b>89</b>	<b>115</b>	<b>-23%</b>	<b>204</b>	<b>196</b>	<b>348</b>	<b>-144</b>	<b>-41%</b>
Animals Chipped*	29	41	-29%	70	90	152	-82	-54%
Adoption without Fee	4	3	N/A	7	3	28	-21	-75%
Adoption Fees Received	\$1,548	\$ 2,532	N/A	\$4,080	\$1,951	\$4,163	-\$83	-2%

\*2 Microchips-non adoptions

**Building Permits Issued  
Monthly Report  
February 2025-2026**

Type	Permit #	Name	Address	Date Paid	Fees Due	Valuation
Certificate of Occupancy	COI35682	Texas Oncology	1612 Shadywood Ln	1/14/2026	\$50.00	
	COI35697	Scrubbies Wash USA Two	101 W Holland St	1/30/2026	\$50.00	
	COI35700	ETX Phone Repair	305 E 16th St	1/30/2026	\$50.00	
	COI35725	Ministering Our Military Veterans Resource Centner	1705 Industrial Rd	2/9/2026	\$50.00	
<b>Total</b>	<b>4</b>				<b>\$200.00</b>	
Commercial Accessory Building	CAB35751	Ignite Youth Club	1125 N Jefferson Ave	2/27/2026	\$1,940.24	\$55,000.00
<b>Total</b>	<b>1</b>				<b>\$1,940.24</b>	<b>\$55,000.00</b>
Commercial Add On or Remodel	CAR35706	Jose Torres	307 E 16th St	2/5/2026	\$466.70	\$12,900.00
	CAR35715	Mac Hogan	409 Mike Hall Pkwy	2/5/2026	\$412.85	\$26,000.00
	CAR35718	Ryan Agnew	205 E 14th St	2/6/2026	\$534.05	\$38,000.00
<b>Total</b>	<b>3</b>				<b>\$1,413.60</b>	<b>\$76,900.00</b>
Concrete	FW35728	Jonathan Cardenas	303 W Magnolia Dr	2/13/2026	\$245.50	\$5,000.00
	FW35732	Enrique Palacios	1211 Martin Luther King St	2/17/2026	\$50.00	
	FW35746	Michael Janson	1202 Silver Maple St	2/24/2026	\$50.00	
	FW35749	Francisco Perez	301 W 15th St	2/25/2026	\$50.00	
<b>Total</b>	<b>4</b>				<b>\$395.50</b>	<b>\$5,000.00</b>
Demo	DEMO35699	Tim Zepeda	1322 E Ferguson Rd		\$0.00	
<b>Total</b>	<b>1</b>				<b>\$0.00</b>	
Electrical Permit	ELC35710	Commerce Square	2306 S Jefferson Ave	2/4/2026	\$192.75	\$10,000.00
	ELC35712	Scudder Rowe LLC	1503 South Williams	2/4/2026	\$75.00	
	ELC35744	333	103 N Cecelia Dr	2/23/2026	\$75.00	
	ELC35753	Neema Lama	105 Glen Eagles Dr	2/27/2026	\$75.00	
<b>Total</b>	<b>4</b>				<b>\$417.75</b>	<b>\$10,000.00</b>
Fence	FENCE35705	Ed Ahrens	1706 W Ferguson Rd	2/3/2026	\$50.00	
	FENCE35726	Jose Cruz	201 W Cross St	2/11/2026	\$50.00	
	FENCE35737	Ashton Simon	229 S Quillie Ave	2/20/2026	\$50.00	
	FENCE35743	Saturnino Perez	2527 Greenhill Rd	2/23/2026	\$50.00	
<b>Total</b>	<b>4</b>				<b>\$200.00</b>	
Mechanical Permit	MEC35704	Marcelino Patino	1908 E 1st St	2/3/2026	\$75.00	
	MEC35738	Feliciano Razo	103 N Cecelia Dr	2/23/2026	\$75.00	
<b>Total</b>	<b>2</b>				<b>\$150.00</b>	

Miscellaneous	MISC35748	Kisha Price	4002 Mark Ln	2/24/2026	\$50.00	
Total	1				\$50.00	
New Residential Homes	NHP35703	Melba Aleman	910 Forrest Ave	2/3/2026	\$4,010.00	
Total	1				\$4,010.00	
Plumbing Permit	PLM35701	Lenda Thomas	101 Codee Ct	2/2/2026	\$75.00	
	PLM35719	Higginbotham Insurance	1610 Shadywood Ln	2/6/2026	\$62.20	\$900.00
	PLM35721	Guillermo Martinez	810 W 6th St	2/9/2026	\$75.00	
	PLM35722	Anita Cornett	3127 Eagle Dr	2/9/2026	\$75.00	
	PLM35729	Pleasant Springs	2003 N Edwards Ave	2/17/2026	\$75.00	
	PLM35734	Jo Jack's Smokehouse	2310 N Jefferson	2/19/2026	\$164.75	\$8,000.00
	PLM35740	Feliciano Razo	103 N Cecelia Dr	2/23/2026	\$75.00	
	PLM35745	Pleasant springs	2003 N Edwards Ave	2/24/2026	\$75.00	
Total	8				\$676.95	\$8,900.00
Residential Accessory Building	RAB35711	Armando Mata	913 CHOCTAW	2/4/2026	\$50.00	
	RAB35720	Norma Torres Soto	2308 Jeffery Ave	2/6/2026	\$50.00	
	RAB35735	Mariela Pena Anngeles	908 N Edwards Ave	2/19/2026	\$50.00	
	RAB35741	Eduardo Huerto	1228 E 9th St	2/23/2026	\$50.00	
Total	4				\$200.00	
Residential Add On or Remodel	HAR35702	Emilio Sanchez	507 S Lide Ave	2/2/2026	\$75.00	
	HAR35752	Isreal Martinez	901 Carr	2/26/2026	\$506.40	
Total	1				\$581.40	
Roofing	ROOF35724	Paulette Austin	1110 Holly Hill Ln	2/9/2026	\$50.00	
Total	1				\$50.00	
Sign Permit	SGN35645	Great Clips	2306 S Jefferson Ave	2/12/2026	\$35.00	
	SGN35709	Woodforest National Bank	2311 S Jefferson Ave	2/4/2026	\$75.00	
	SGN35717	Ignite Youth Club	1125 N Jefferson Ave	2/6/2026	\$75.00	
	SGN35723	Pilgrim Bank	112 W 16th St	2/9/2026	\$225.00	
	SGN35727	Seasons Gift Company	114 W 2nd St	2/12/2026	\$75.00	
	SGN35731	Pilgrim Bank	2401 S Jefferson	2/17/2026	\$150.00	
	SGN35750	A Golden Estate Sale	4810 Quail Crk	2/25/2026	\$35.00	
Total	7				\$670.00	
Special Event		The Great Benjamins	1800 N Jefferson	2/11/2026	\$250.00	
Total	1				\$250.00	
Overall Total	48				\$11,205.44	\$155,800.00

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

ITEM--ACTIVITY	THIS MONTH	TOTAL YTD	THIS MO YR AGO	TOTAL YR AGO
<b>* PERMITS *</b>				
New Residential	1	5	0	4
Residential add on/remodel	2	23	4	4
New Commercial	0	6	0	3
Commercial add on/remodel	3	12	1	1
New Multi-Family	0	0	0	0
New Town Homes	0	0	0	0
New Duplex	0	0	0	0
Other Permits	37	166	50	239
Certificates of Occupancy	4	14	12	30
Non Profit Special Event Permits	0	9	1	6
Special Event Permits	1	1	0	0
<b>TOTAL PERMITS / LICENSES</b>	<b>48</b>	<b>236</b>	<b>68</b>	<b>287</b>
<b>*VALUE*</b>				
New Commercial Value	\$ -	\$ 1,257,246.70	\$ 15,000.00	\$ 19,408,646.00
Commercial Add On or Remodel	\$ 76,900.00	\$ 215,900.00	\$ -	\$ -
New Multi-Family	\$ -		\$ -	\$ -
New Town Homes	\$ -		\$ -	\$ -
New Duplex	\$ -		\$ -	\$ -
<b>TOTAL VALUE</b>	<b>\$ 76,900.00</b>	<b>\$ 1,473,146.70</b>	<b>\$ 15,000.00</b>	<b>\$ 19,408,646.00</b>
<b>* INSPECTIONS *</b>				
Residential Bldg	81	515	75	498
Commercial Bldg	75	310	64	290
Grease Traps	34	90	24	105
<b>TOTAL INSPECTIONS</b>	<b>190</b>	<b>915</b>	<b>163</b>	<b>893</b>
<b>*REVENUE*</b>				
New Residential Bldg/add on/rmdl	\$ 4,591.40	\$ 20,201.90	\$ 733.70	\$ 9,841.70
New Commercial Bldg/add on/rmdl	\$ 1,413.60	\$ 118,634.13	\$ 262.75	\$ 75,727.81
New Multi-Family	\$ -	\$ -	\$ -	\$ -
New Town Homes	\$ -	\$ -	\$ -	\$ -
New Duplex	\$ -	\$ -	\$ -	\$ -
Other Permits	\$ 4,750.44	\$ 17,167.92	\$ 5,247.95	\$ 36,410.15
Re-Inspections	\$ -	\$ -	\$ -	\$ -
Certificates of Occupancy	\$ 200.00	\$ 600.00	\$ 550.00	\$ 1,400.00
Special Event Permits	\$ 250.00	\$ 250.00	\$ -	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 11,205.44</b>	<b>\$ 156,853.95</b>	<b>\$ 6,794.40</b>	<b>\$ 123,379.66</b>

  
 Building Official

City of Mount Pleasant's  
**Code Enforcement Monthly Report - By Violation Type**  
 2/1/2026 to 2/28/2026

	Total Cases	Total Inspections	Door Hangers	Warning Letters	2nd Warning Letters	Certified Letters	Contractor Assigned	Citations Court	Bills	Liens Filed	Filed Cases in Court
<b>G-R</b>											
Garbage Containers	1	0	1	0	0	0	0	0	0	0	0
<b>G-SIGN</b>											
Sign Regulations - Business	2	4	0	2	0	0	0	0	0	0	0
<b>JV</b>											
Inoperable Vehicles	52	89	0	53	0	8	0	0	0	0	0
<b>MISC</b>											
Prohibited Discharge	1	0	0	0	0	0	0	0	0	0	0
Property Maintenance	2	0	0	0	0	0	0	0	0	0	0
<b>OS</b>											
Open Storage	35	73	1	32	8	0	0	0	0	0	3
<b>PM</b>											
Property Maintenance	7	13	0	7	0	0	0	1	0	0	1
<b>TR</b>											
Trash and Rubbish	15	43	0	18	4	1	4	0	0	0	4
<b>WG</b>											
Growth Over Curb	0	1	0	0	0	0	0	0	0	0	0
Weeds and Grass	0	5	0	0	0	0	0	0	0	4	0
<b>ZONING</b>											
Zoning	3	6	0	2	0	0	0	0	0	0	0
<b>Overall Totals</b>	<b>118</b>	<b>234</b>	<b>2</b>	<b>114</b>	<b>12</b>	<b>9</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>8</b>

**Code Finances**

Code Bills Sent \$5,320.00  
 Assign to Contractor \$5,320.00  
 Bills Paid \$0.00



Liens Filed	\$0.00
Food Permits	\$875.00
Pool Permits	\$0.00

**CITY OF MOUNT PLEASANT  
CIVIC CENTER REPORT**

**FISCAL YEAR: 2025-2026**

**MONTH: February 2026**

<b>ITEM</b>	<b>THIS MONTH</b>	<b>TOTAL Y.T.D.</b>	<b>THIS MONTH YEAR AGO</b>
ENTIRE CENTER	6	18	7
MAIN HALL	2	14	1
MAIN HALL EAST	1	8	0
MAIN HALL WEST	1	6	2
WALNUT RM.	5	16	5
GOLD RM.	0	1	2
BRONZE RM.	0	1	0
PECAN RM.	0	0	0
V.I.P RM.	0	0	0
KITCHEN	3	12	0
L.S. BUILDING	0	0	0
POULTRY BLD.	1	3	0
TOTAL ROOM USAGE	18	78	17
EST. ATTENDANCE	4,800	5,700	4,200
RENTAL INCOME	<b>\$9,000</b>	<b>\$37,947.50</b>	<b>\$6,685</b>

**OTHER ACTIVITIES: Mainstreet, SRBA, Family Events**

**LARGER EVENTS: Hospice Ball Lunch and Learn, Chamber Luncheon, El Calvario Church, Networks, Candidate Forum**

**Justin Beard**  
**CIVIC CENTER MANAGER**



## Mount Pleasant Fire Department Monthly Report February 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
<b>Fires</b>					
100-Fire, other 150-Outside rubbish fire, other 151-Outsid rubbish, trash or waste fire 152-Garbage dump or landfill fire 160-Special outside fire, other 161-Outside Storage Fire	Fire - Outside Fire - Other Outside Fire	10	15		1
111-Building Fire 121-Fire in mobile home 123-Fire in portable building	Fire - Structure Fire - Structural Involvement		16	3	15
113-Cooking fire, confined to container	Fire - Structure Fire - Confined Cooking / Appliance Fire		5		2
114- Chimney or flute fire, contained to chimney	Fire - Structure Fire - Chimney Fire				
118-Trash or rubbish fire, contained	Fire - Outside Fire - Trash / Rubbish Fire		1		
122-Fire in motor home, camper, rec vehicle 137-Camper or RV fire	Fire - Transportation Fire - Vehicle Fire - RV		1		2
131-Passenger vehicle fire	Fire - Transportation Fire - Vehicle Fire - Passenger	2	4	1	3
132-Road freight or transport vehicle fire 138-Off road/heavy equipment fire	Fire - Transportation Fire - Vehicle Fire - Commercial	2	3	1	4
134-Water vehicle fire	Fire - Transportation Fire - Boat / Personal Watercraft / Barge Fire				
135-Aircraft Fire	Fire - Transportation Fire - Aircraft Emergency				
141-Forest, woods, or wildland fire	Fire - Outside Fire - Vegetation / Grass Fire	12	47	4	40
154-Dumpster fire	Fire - Outside Fire - Dumpster / Other Outdoor Container Fire		1		



## Mount Pleasant Fire Department Monthly Report February 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
163-Outside gas or vapor combustion explosion	Fire - Special Fire - Explosion				
<b>OverPressure Rupture, Explosion, Overheat (NO FIRE)</b>					
220-Overpressure rupture, other	Hazardous Situation - Overpressure - Rupture Without Fire				
<b>Rescue &amp; EMS</b>					
311-Vehicle accident, patient care only	Hazardous Situation - Hazard Non-Chemical - Motor Vehicle Collision	15	71	15	88
321-EMS 1st Responder call	Medical - Illness - No Appropriate Choice	11	48	4	44
341-Search for person on land	Rescue - Structure - Extrication / Entrapped				
351-Extrication of victim from bldg./structure	Rescue - Transportation (Land) - Motor Vehicle Collision Extrication / Entrapment	1	8		9
352-Extrication of victim from vehicle	Rescue - Structure - Elevator / Escalator Rescue				
353-Removal of victim from stalled elevator	Rescue - Outside - High Angle Rescue	1	2		
356-High-Angle Rescue	Medical - Injury / Trauma - Industrial Accident/Inaccessible Incident/Other Entrapment (Non-Vehicle)		1		
357-Extrication of victim(s) from machinery	Rescue - Water - Person in Water (Swiftwater/River)				
361- Swimming / Rec Water Rescue 363-Swift water rescue	Rescue - Water - Watercraft in Distress				
365-Water Craft rescue					
<b>Hazardous Condition (NO FIRE)</b>					



## Mount Pleasant Fire Department Monthly Report February 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
411-Gasline or other flammable liquid spill	Hazardous Situation - Hazardous Materials - Fuel Spill / Fuel Odor		2	1	6
412-Gas leak	Hazardous Situation - Hazardous Materials - Gas Leak / Gas Odor	1	6		7
424-Carbon monoxide incident	Public Service - Alarms (Non Medical) - CO Alarm		2		1
444-Power line down	Hazardous Situation - Hazard Non-Chemical - Electrical Power Line Down / Arching / Malfunction	2	13	3	15
445-Arcing, shorted electrical equipment	Hazardous Situation - Hazard Non-Chemical - Electrical Hazard / Short Circuit		4	3	11
461-Bldg/Structure weakened or collapse	Rescue - Structure - Building Collapse / Structure Collapse				
<b>Service Calls</b>					
531-Smoke or odor removal	No Emergency - Good Intent - Smoke From Nonhostile Source (Smoke Scare)	1	11	1	9
542-Animal rescue	Public Service - Citizen Assist - Citizen Assist / Service Call		2		3
551-Assist police	Law Enforcement Support	2	4	1	1
<b>Good Intent Calls</b>					
600-Good intent call, other 622-No incident found at address	No Emergency - Good Intent - No Incident Found Upon Arrival / Location Error	2	47	1	26
611-Dispatched & cancelled enroute	No Emergency - Cancelled	4	22		5



## Mount Pleasant Fire Department Monthly Report February 2026

NFIRS Incident Type	NERIS Incident Types	Reported Month 25-26	YTD 25-26	Reported Month 24-25	YTD 24-25
631-Authorized controlled burn	No Emergency - Good Intent - Controlled Burning (Authorized)	7	19	2	10
650 - Steam, other gas mistaken for smoke	Hazardous Situation - Investigation - Smoke Investigation	1	5		
651-Smoke scare, odor of smoke	Hazardous Situation - Investigation - Odor		2	3	9
<b>False Alarms</b>					
700-False alarm or false call, other	No Emergency - False Alarm - Other False Call	2	30	8	34
710-Malicious false alarm 721- Bomb Scare - No Bomb	No Emergency - False Alarm - Bomb Scare				
733-Smoke detector malfunction	No Emergency - False Alarm - Malfunctioning Alarm	8	13		3
745-Alarm System activation, unintentional	No Emergency - False Alarm - Accidental Alarm	6	29	2	16
<b>Severe Weather &amp; Natural Disaster</b>					
800-Severe weather or natural disaster, other	Public Service - Disaster / Weather - Weather Response		1		
<b>Special Incidents</b>					
911-Citizen complaint	No Emergency - Good Intent - Controlled Burning (Authorized)		6	1	7
<b>TOTALS</b>		<b>90</b>	<b>441</b>	<b>54</b>	<b>371</b>

**PLANNING & ZONING  
MONTHLY REPORT  
FEBRUARY 2025-2026**

Type	Case #	Name	Property	Fees Due	Date Paid
<b>Minor Plats</b>					
<b>Total</b>					
<b>Site Plans</b>	SP-2026-01	Kevin Dew/Academy	ABS 00441 TR 1900	\$ 250.00	02/14/26
<b>Total</b>	<b>1</b>			<b>\$ 250.00</b>	
<b>Final Plat</b>	FP-2026-01	Jason Bell/Symmetry Sports	1325 E Ferguson	\$ 250.00	
<b>Filing Fee</b>				\$ 120.00	02/23/26
	FP-2026-02	Gabriel Loth	Tennison Rd	\$ 250.00	
<b>Filing Fee</b>				\$ 120.00	02/23/26
<b>Total</b>	<b>2</b>			<b>\$ 740.00</b>	
<b>Replat</b>					
<b>Filing Fee</b>					
<b>Total</b>					
<b>Zoning</b>					
<b>Total</b>					
<b>Total</b>					
<b>Variances &amp; Appeals</b>	BOA-2026-01-V	Robert Merritt	1214 N Washington	\$ 250.00	02/09/26
<b>Total</b>	<b>1</b>			<b>\$ 250.00</b>	
<b>Street Closure</b>					
<b>Total</b>					
<b>Preliminary Pre-plat</b>	PP-2026-01	MTG Engineers/Academy	ABS 00441 TR 1900	\$ 250.00	02/14/26
<b>Total</b>	<b>1</b>			<b>\$ 250.00</b>	
<b>Grand Total</b>	<b>5</b>			<b>\$ 1,490.00</b>	
<b>TOTAL YEAR TO DATE</b>	<b>9</b>			<b>\$ 2,610.00</b>	

  
 Director of Development Services

# MOUNT PLEASANT POLICE DEPARTMENT

## MONTHLY REPORT

### 2026

NIBRS - FEBRUARY	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 Year Ago This Month	2025 Total Prior YTD	2025/2026 # YTD + or -	2026 % Change YTD From 2025
CRIMINAL HOMICIDE	0	0	0%	0	0	0	0	0%
MANSLAUGHTER BY NEGLIGENCE	0	0	0%	0	0	0	0	0%
FORCIBLE RAPE	4	0	400%	4	0	1	3	300%
RAPE BY FORCE	4	0	400%	4	0	1	3	300%
ATTEMPTS TO COMMIT	0	0	0%	0	0	0	0	0%
ROBBERY	0	0	0%	0	0	0	0	0%
FIREARM	0	0	0%	0	0	0	0	0%
KNIFE OR CUTTING INSRT.	0	0	0%	0	0	0	0	0%
OTHER DANGEROUS WEAPON	0	0	0%	0	0	0	0	0%
STRONG ARM	0	0	0%	0	0	0	0	0%
ASSAULT	23	17	35%	40	14	34	6	18%
FIREARM	1	0	100%	1	6	8	-7	-88%
KNIFE OR CUTTING INSRT.	0	1	-100%	1	0	0	1	100%
OTHER DANGEROUS WEAPON	1	1	0%	2	0	1	1	100%
HANDS, FIST, FEET-AGG INJ	0	0	0%	0	0	1	-1	-100%
OTHER ASSAULT NOT AGG	21	15	40%	36	8	24	12	50%
BURGLARY	4	5	-20%	9	6	8	1	13%
RESIDENTIAL	0	1	-100%	1	2	3	-2	-67%
NON RESIDENTIAL	2	3	-33%	5	3	3	2	67%
VEHICLE	2	1	100%	3	1	2	1	50%
THEFT (NOT VEHICLE)	12	21	-43%	33	44	71	-38	-54%
MOTOR VEHICLE THEFT	0	0	0%	0	4	4	-4	-100%
AUTO	0	0	0%	0	3	3	-3	-100%
TRUCKS AND BUSES	0	0	0%	0	0	0	0	0%
OTHER VEHICLES	0	0	0%	0	1	1	-1	-100%
Total NIBRS	43	43	0%	86	68	118	-32	-27%

# MOUNT PLEASANT POLICE DEPARTMENT MONTHLY REPORT 2026

TRAFFIC	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 Year Ago This Month	2025 Total Prior YTD	2025/2026 # YTD + or -	2026 % Change YTD From 2025
CITATIONS ISSUED	167	227	-26%	394	235	481	-87	-18%
WARNINGS ISSUED	289	358	-19%	647	353	728	-81	-11%
TOTAL ACCIDENTS	44	51	-14%	95	29	73	22	30%
FATAL ACCIDENTS	0	0	0%	0	0	0	0	0%
INJURY ACCIDENTS	12	12	0%	24	9	25	-1	-4%
DWI CASES	7	6	17%	13	8	19	-6	-32%

911 CENTER	2026 This Month	Prior Month	Month to Month % Change	2026 Total YTD	2025 Year Ago This Month	2025 Total Prior YTD	2025/2026 # YTD + or -	2026 % Change YTD From 2025
911 CALLS RECEIVED	1150	1260	-9%	2410	1121	2440	-30	-1%
FAMILY VIOLENCE	10	11	-9%	21	7	20	1	5%

\*TOTAL ACCIDENT NUMBERS ARE SUBJECT TO CHANGE

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

**Fiscal Year 2025-2026**

**Month February 2026**

<b><u>STREET DEPARTMENT</u></b>	<b><u>THIS MONTH</u></b>	<b><u>TOTAL YTD</u></b>	<b><u>MONTH YEAR AGO</u></b>	<b><u>TOTAL YEAR AGO</u></b>
Work Orders Received	8	43	16	78
Work Orders Completed	8	43	16	78
Patching Materials Used (Tons)	23	76	12	100
Hours Mowing	0	32	0	10
Hours Sweeping (320 hrs.)/Edging	152	796	320	1320
Crack Seal (400 hrs.)	0	0	0	0
Grass Spaying	0	40	0	0

**PARKS DEPARTMENT**

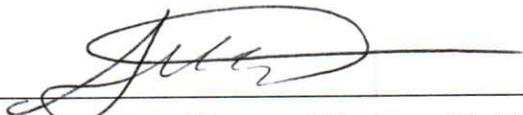
**SOLID WASTE DIVISION**

This Month 78,497 C.Y. 25,375.42 Tons

This Month Year Ago 62,410 C.Y. 18,572.70 Tons

Total YTD 368,137 C.Y. 128,519.60 Tons

Total Year Ago 468,767 C.Y. 105,559.4 Tons

  
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 Garrett Houston, Director of Public Works

## City of Mount Pleasant Utility Department

**Fiscal Year: 2025-2026**

**Month: February 2026**

<b><u>Wastewater Treatment Division</u></b>	<b>This Month</b>	<b>This Month Year Ago</b>
Average Flow Tested	1.966 MGD	2.635 MGD
Maximum Flow Treated	3.645 MGD	4.003 MGD

Comments:

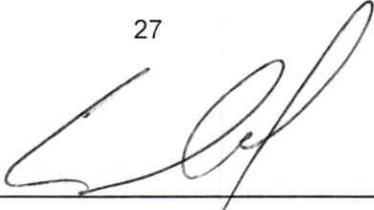
<b><u>Water Treatment Division</u></b>	<b>This Month</b>	<b>This Month Year Ago</b>
300 Lakewood Location:		
Average Flow Treated	5.772 MGD	5.658 MGD
Maximum Flow Treated	7.984 MGD	7.282 MGD

510 CR 2300 Location:		
Average Flow Treated	1.186 MGD	1.362 MGD
Maximum Flow Treated	2.29 MGD	2.34 MGD

<b>Calendar Year Raw Water Usage</b>	<b>AC/FT YTD</b>	<b>AC/FT YTD Year Ago</b>
Lake Bob Sandlin – Allotment 7,000 AC/FT	1250.84 acre feet	0 acre feet
Lake Cypress Springs – Allotment 3,598 AC/FT	0 acre feet	1285 acre feet
Lake Tankersley – Allotment 3,000 AC/FT	0 acre feet	0 acre feet

Comments:

<b><u>Utility Maintenance Division</u></b>	<b>This Month</b>	<b>This Month Year Ago</b>
<b>Work Orders</b>		
Water	12	11
Sewer	17	16
Work Orders Completed	29	27



Erin Marshall, Utilities Director



# AGENDA ITEM REPORT

**Meeting:** City Council - Mar 17 2026

**Staff Contact:** Wesley Lyon, Mayor

**Department:** Mayor

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**Subject:** Discuss and consider concerns of Kyle Moring regarding City processes under the Texas Public Information Act and permits/inspections, the City's efforts to respond to his concerns and requests, and the City's meeting with Mr. Moring.

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