

NOTICE AND AGENDA OF REGULAR CALLED MEETING
MOUNT PLEASANT CITY COUNCIL

Tuesday, June 2, 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 May 19, 2026 Meeting Minutes.

CONSENT AGENDA MOTION

MOTION TO APPROVE ALL CONSENT AGENDA ITEMS AS PRESENTED

REGULAR AGENDA

2. Discuss and consider adding one position to the approved position list by adding another Water Plant Operator for the Lake Bob Sandlin "LBS" Water plant.
3. 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 1007 W Pecan 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 1007 W Pecan , Oaklawn Addition block 4 Lot 1.
4. 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 702 Circle Drive 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 702 Circle Drive, Mineral Springs Addition AKA Red Springs Block 15 Lot 8.

5. Discuss and consider approving a Government Lease Purchase Agreement between the City of Mount Pleasant and American National Leasing Company for the lease/purchase of vehicles.
6. Discuss and consider an Interlocal Agreement for the City of Mount Pleasant to operate, maintain, and train for use of a Self-Contained Breathing Apparatus ("SCBA") Fill Station provided by Titus County, Texas.
7. City Manager's Report

COUNCIL COMMENTS

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

EXECUTIVE SESSION

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

Consultation with Attorney (Tex. Gov't Code §551.071) and Personnel Matters (Tex. Gov't Code §551.074) to consider, discuss and deliberate the ethics complaint filed against Mayor Wesley Lyon, II.

RECONVENE INTO THE REGULAR SESSION

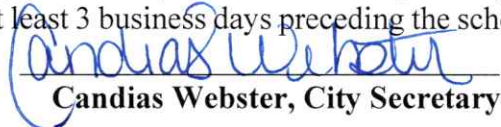
In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into regular session to consider action, if any, on matters discussed in executive session.

8. Possible discussion and action on ethics complaint filed against Mayor Wesley Lyon II.

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 27th of May 2026 and remained so posted for at least 3 business days preceding the scheduled of said meeting.


Candias Webster, City Secretary



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 2026

Staff Contact: Candias Webster, City Secretary

Department: Administration

Subject: Consider Approval of the May 19, 2026 Meeting Minutes.

Item Summary:

This is a typed copy of the minutes from the May 19, 2026 meeting

Financial Impact:

N/A.

Recommendation(s):

Motion to approve the consent agenda item

Attachments:

[2026.05.19 Regular](#)

STATE OF TEXAS

COUNTY OF TITUS

CITY OF MOUNT PLEASANT

The City Council of the City of Mount Pleasant, Texas, after notice posted in the manner, form, and contents as required by law, met in Regular Session on May 19, 2026, at 6:00 PM at the Council Chambers located at 501 North Madison with the following members present:

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

Absent Melanie Tafoya - Council Member

MEMBERS OF THE PUBLIC WERE PROVIDED THE OPPORTUNITY TO COMMENT

No action was taken by the Council

CONSENT AGENDA

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Consider Approval of the May 5, 2026, Meeting Minutes.

Consider pay request #11 for J2 Construction (Industrial Park Lift Station)

Consider pay request #36 for Drake Construction (Southside WWTP)

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

PRESENTATION OF MOUNT PLEASANT SPORTS COMPLEX PLAQUE TO COUNCIL MEMBERS

Garrett Houston presented.

DISCUSS AND CONSIDER ACCEPTING THE CANVASS RESULTS OF THE MAY 2, 2026, GENERAL ELECTION

Motion was made by Council Member Faulkner and seconded by Council Member Corbell to approve the Canvass results of the May 2, 2026, General Election. Upon a vote, the motion carried unanimously.

SWEARING IN AND OATH OF OFFICE FOR COUNCIL MEMBERS OF PLACE 3, PLACE 4, AND PLACE 5

Candias Webster presented. .

PRESENTATION, DISCUSS, AND CONSIDER ACCEPTANCE OF THE FISCAL YEAR 2025 FINANCIAL AUDIT

Motion was made by Council Member Hinton and seconded by Council Member Hageman to approve the acceptance of the Fiscal Year 2025 Financial Audit. Upon a vote, the motion carried unanimously.

MONTHLY FINANCIAL REPORT FOR MONTH ENDED APRIL 30, 2026

Rebecca Elliott presented.

DISCUSS AND CONSIDER ADOPTING FEDERAL PROCUREMENT POLICIES RELATED TO THE CITY'S FEDERAL GRANT AWARDS

Motion was made by Council Member Corbell and seconded by Council Member Hinton, to approve the resolution 2026-13 Federal Procurement policies related to the City's Federal grant awards. A vote, the motion carried unanimously.

DISCUSS AND CONSIDER CHANGE ORDER #4 FROM KSA AND DRAKE GENERAL CONTRACTORS. LLC FOR WORK PERFORMED AT THE WASTEWATER TREATMENT PLANT

Motion was made by Council Member Corbell and seconded by Council Member Hinton to approve Change Order #4 from KSA and Drake General Contractors. LLC for work performed at the Wastewater Treatment Plant. Upon a vote, the motion carried unanimously.

HOLD A PUBLIC HEARING AND CONSIDER ORDINANCE 2026-13 TO APPROVE A REQUEST FROM APPLICANT JYL JOHNSON CANO ON BEHALF OF OWNERS IVAN AND JUAN ZAMBRANO TO REZONE MOUNT PLEASANT CITY BLOCK 156, LOT 3 B, FROM GENERAL RETAIL (GR) TO MULTI-FAMILY (MF) ZONING DISTRICT, ADDRESSED AS 206 EAST 9TH STREET. Z-2026-01

The Mayor opened and closed the public hearing and no comments were made. Motion was made by Council Member Hinton and seconded by Council Member Faulkner, to approve and Hold a public hearing and consider Ordinance 2026-13 to approve a request from applicant Jyl Johnson Cano on behalf of owners Ivan and Juan Zambrano to rezone Mount Pleasant City Block 156, Lot 3 B, from General Retail (GR) to Multi-Family (MF) Zoning District, addressed as 206 East 9th Street. Z-2026-01. Upon a vote, the motion carried unanimously.

HOLD A PUBLIC HEARING AND CONSIDER ORDINANCE 2026-14 TO APPROVE A REQUEST FROM OWNER JOSE DE LA ROSA TO REZONE MOUNT PLEASANT CITY BLOCK 124, LOT 1C, FROM SINGLE FAMILY (SF2) TO GENERAL RETAIL (GR) ZONING DISTRICT, PROPERTY ID: 10774, LOCATED TO THE NORTH ACROSS THE ALLEY FROM HIS PROPERTY AT 107 N MILLER AVENUE. Z-2026-02

The Mayor opened and closed the public hearing and no comments were made. Motion was made by Council Member Hinton and seconded by Council Member Faulkner, to approve and Hold a public hearing and consider Ordinance 2026-14 to approve a request from owner Jose De la Rosa to rezone Mount Pleasant City Block 124, Lot 1C, from Single Family (SF2) to General Retail (GR) Zoning District, Property ID: 10774, located to the north across the alley from his property at 107 N Miller Avenue. Z-2026-02. Upon a vote, the motion carried unanimously.

PRESENTATION AND DISCUSS THE MOUNT PLEASANT EDC REPORT UPDATE

Kevin Carter presented.

DISCUSS AND CONSIDER A PERFORMANCE AGREEMENT BETWEEN MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION AND SWEET SHOP CANDIES, INC (DBA SWEET SHOP USA)

Motion was made by Council Member Hageman and seconded by Council Member Hinton, to approve a performance agreement between Mount Pleasant Economic Development Corporation and Sweet Shop Candies, Inc (dba Sweet Shop USA). Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER AN AGREEMENT FOR ACCOUNTING, INVESTMENT, AND PAYROLL MANAGEMENT SERVICES BETWEEN THE MOUNT PLEASANT ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF MOUNT PLEASANT, TEXAS

Motion was made by Council Member Corbell and seconded by Council Member Faulkner to approve an Agreement for Accounting, Investment, and Payroll Management Services between the Mount Pleasant Economic Development Corporation and the City of Mount Pleasant, Texas. Upon a vote, the motion carried unanimously.

DISCUSS AND CONSIDER THE PROPOSED AMENDMENT TO THE BYLAWS OF THE CITY OF MOUNT PLEASANT, TEXAS, ECONOMIC DEVELOPMENT CORPORATION

Motion was made by Council Member Faulkner and seconded by Council Member Hinton to approve a proposed amendment to the Bylaws of the City of Mount Pleasant, Texas, Economic Development Corporation, while updating Section 5.04 with wording to be clarified about board appointments. Upon a vote, the motion carried unanimously.

CITY MANAGER'S REPORT

COUNCIL COMMENTS

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

EXECUTIVE SESSION 7:40 PM

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

Consultation with Attorney (Tex. Gov't Code §551.071) concerning possible settlement of City of Mount Pleasant v. Ginger Lou Redfearn McDonald, cause No. 43310, Titus County, Texas.

Personnel Matters (Tex. Gov't Code §551.074) Discuss duties and objectives for City Manager.

RECONVENE INTO THE REGULAR SESSION 8:54 PM

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

DISCUSS AND CONSIDER THE SETTLEMENT OF CITY OF MOUNT PLEASANT V. GINGER LOU REDFEARN MCDONALD, CAUSE NO. 43310, TITUS COUNTY, TEXAS

Motion was made by Council Member Corbell and seconded by Council Member Hinton to authorize the attorneys to complete the terms of the settlement of Cause No. 43310 concerning Ginger McDonald's appeal in accordance with the direction provided in executive session. Upon a vote, the motion carried unanimously. Council Member Faulkner recused herself.

ADJOURN 8:56 PM

WESLEY LYON, MAYOR

ATTEST:

CANDIAS WEBSTER, ASSISTANT CITY MANAGER/CITY SECRETARY



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 2026

Staff Contact: Erin Marshall, Utilities Director

Department: Utilities

Subject: Discuss and consider adding one position to the approved position list by adding another Water Plant Operator for the Lake Bob Sandlin "LBS" Water plant.

Item Summary:

Currently the LBS Water plant is running 5 days a week and is shut down on the weekend. This way of running the plant puts all the water demand onto I-30 water plant for 2 days a week. We are proposing hiring another employee to work at the LBS plant to turn the plant into a 24/7 plant. This would eliminate our wasted drinking water 250,000 gallons every Monday or 13,000,000 gallons in a year, \$150,000 of loss profit. It would lower our chemical and energy cost roughly 10% or \$130,000 a year. It would take the strain off the I-30 plant during the weekend. It would also take pressure off the aging raw water line since the LBS plant doesn't use the section of raw line that is needing to be replaced.

Financial Impact:

Budget (for each month before new budget) 6,083.33 including the fringe benefits
Budget after new budget is 73,000 including the fringe benefits

Recommendation(s):

Motion to approve adding another water plant operator to the approved position list.

Attachments:

[water plant](#)

Memorandum

TO: Mayor, Mayor Pro Tem & City Council
FROM: Erin Marshall, Utilities Director
SUBJECT: Creating a new Water plant operator position
DATE: June 2, 2026

BACKGROUND: Currently the LBS Water plant is running 5 days a week and is shut down on the weekend. This way of running the plant puts all the water demand onto I-30 water plant for 2 days a week. We are proposing hiring another employee to work at the LBS plant to turn the plant into a 24/7 plant. This would eliminate our wasted drinking water 250,000 gallons every Monday or 13,000,000 gallons in a year, 150,000 dollars of loss profit. It would lower our chemical and energy cost as whole roughly 10% or 130,000 dollars a year. It would take the strain off the I-30 plant during the weekend. It would also take pressure off the aging raw water line since the LBS plant doesn't use the section of raw line that is needing to be replaced.

STATUS OF ISSUE: We were proposing this change to start with the new budget but one of the filters at the I-30 plant have gone down. We have 4 filter chambers that each filter, filter a quarter of our water production at the I-30 plant. Our plant can produce 12 million gallons of water a day, with the one filter down that lowers that amount by a quarter to 9 million gallons. We average between 7 to 8 million gallons a day of water production, if we turn off the LBS plant during the weekend that means I-30 will have to meet the demand without much cushion. With the summer about to start that water demand can easily reach the 9 million threshold. The filters are scheduled to be replaced in an upcoming project but that won't start till later this year and then roll over into next year, the whole time at least one filter will be down. By going to a 24/7 plant now our water production could be 14 million gallons a day during the weekend for our summer months.

BUDGET:

Budget (for each month before new budget) 6,083.33 including the fringe benefits

Budget after new budget is 73,000 including the fringe benefits

RECOMMENDATION: We recommend a motion to create the water plant operator position.



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 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 1007 W Pecan 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 1007 W Pecan , Oaklawn Addition block 4 Lot 1.

Item Summary:

The structure at 1007 W Pecan was neglected and is in a state of disrepair. A notice was sent by staff on 4/7/2026 staff, no improvements have been made to the property. 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 1007 W Pecan 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.

Attachments:

[Council Packet 1007 W Pecan](#)











WARNING NOTICE
SUBSTANDARD BUILDING
DO NOT ENTER

This notice is placed on the building to advise the public that the building is in a state of disrepair and is not safe for occupancy. It is the responsibility of the owner to maintain the building in a safe and sound condition. If you are the owner of this building, you should contact the local health department or building department for more information.

It shall be considered an illegal structure and is subject to be removed by the authority with this notice until the owner makes the building safe.

The owner of this building is responsible for the safety of the building and the health of the public. If you are the owner of this building, you should contact the local health department or building department for more information.

PENALTY FOR VIOLATION OF THE BUILDING CODE AND RELATED ORDINANCES

Any person who violates the building code and related ordinances shall be liable for a fine of up to \$500 per violation. The fine may be increased to \$1,000 for each subsequent violation. The fine may also be assessed against the owner of the building.

4.7.26

J. H. Al

John Ankrum

From: John Ankrum
Sent: Wednesday, April 29, 2026 11:07 AM
To: Leslie Brosnan
Subject: Structures to be Demoed Please Post
Attachments: 1007 W Pecan Notice pics.pdf; 502 W 9th Notice Pics.pdf; 702 Circle Dr Notice pics.pdf

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

1007 W Pecan Street owned by MANZO JAVIER LOPEZ & Legal Description OAKLAWN ADDITION BLK 4 LOT 1 .1653 AC, Titus CAD Property ID # 14862

502 W 9th Street owned by ALVAREZ RAQUEL, Legal Description: EDWARDS ADDITION BLK 10 LOT 1&2 0.4481 AC, Titus CAD Property ID# 13295

702 Circle Dr owned by WILEY ROY C SR ESTATE, Legal Description: MINERAL SPRINGS ADDITION AKA RED SPRINGS BLK 15 LOT 8 .1607 AC, Titus CAD Property ID# 14771

These properties have been declared a public nuisance and unsafe structure. I have attached pictures and the official notice 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 sender immediately and delete the material from your computer.

John Ankrum

From: cameronauto@suddenlinkmail.com
Sent: Thursday, April 16, 2026 1:10 PM
To: John Ankrum
Subject: Demo Bids
Attachments: 1007 W Pecan Pics.pdf; 502 W 9th Pics.pdf; 702 Circle Dr Pics.pdf

[Report This Email](#)

Hello, below are the listed bids on properties. Let me know if you need anything else.

1007 W Pecan- \$4900

502 W 9th- \$10,400

702 Circle Dr- \$8400

Thank you!

Janell Cameron

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

From: jankrum@mtpleasanttx.gov
To: cameronauto@suddenlinkmail.com
Sent: Wednesday, April 8th 2026, 10:37 AM
Subject: Demo Bids

Please give us bid for the properties below.

1007 W Pecan – demo house and accessory building on the lot.

502 W 9th – Demo house

WALZ FROM
CERTIFIED MAILER®

WALZ

FORM #45663 VERSION: E0525

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

JAVIER LOPEZ MANZO
USPS ARTICLE NUMBER
MALUISA MOLINAR
9414 7266 9904 2251 8559 08
18009 FM 2015

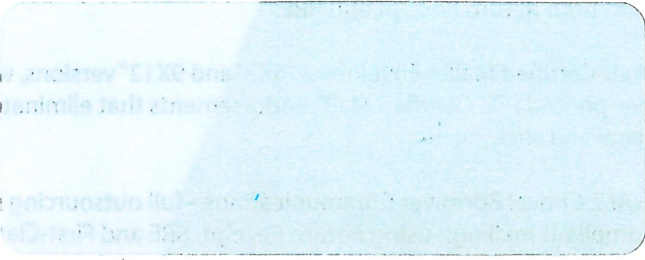
Label #1

JAVIER LOPEZ MANZO
MALUISA MOLINAR
18009 FM 2015
TYLER, TX 75706

Label #2

JAVIER LOPEZ MANZO
MALUISA MOLINAR
18009 FM 2015
TYLER, TX 75706

Label #3



FOLD AND TEAR THIS WAY → OPTIONAL

TEAR ALONG THIS LINE ↓

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

TYLER, TX 75706

JOHN ANKRUM 04/08/26

Postmark Here

Sent to:
0.50
3.50
2.80
0.00
6.80

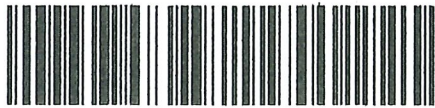
Reference Information

PS Form 3800, Facsimile, July 2015

Label #5 (OPTIONAL)

JAVIER LOPEZ MANZO
MALUISA MOLINAR
18009 FM 2015
TYLER, TX 75706

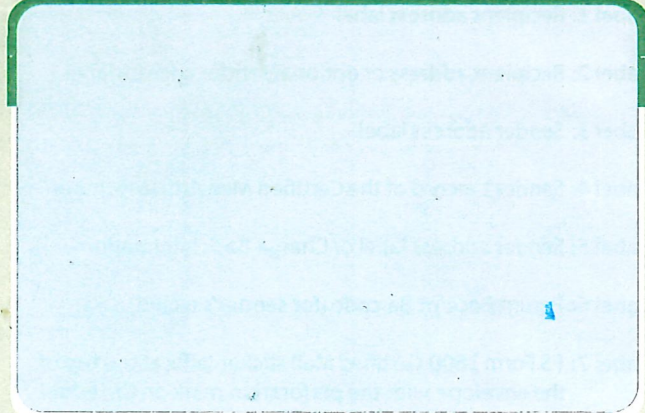
Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2251 8559 01

FOLD AND TEAR THIS WAY →

Label #7 - Certified Mail Article Number



Certified Article Number
9414 7266 9904 2251 8559 08
SENDER'S RECORD

Return Receipt (Form 3811) Barcode



9590 9266 9904 2251 8559 01

1. Article Addressed to:

JAVIER LOPEZ MANZO
MALUISA MOLINAR
18009 FM 2015
TYLER, TX 75706

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2251 8559 08

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X *Maluisa Molinar* Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

Reference Information

3. Service Type:

Certified Mail

Reference Information

JOHN ANKRUM 04/08/26

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 2nd DAY OF June, 2026

NAME

Mayor, on behalf of City Council



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 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 702 Circle Drive 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 702 Circle Drive, Mineral Springs Addition AKA Red Springs Block 15 Lot 8.

Item Summary:

The structures at 702 Circle have been neglected and are in a state of disrepair. A notice was sent by staff on 2/21/2025 staff, no improvements have been made to the property. 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 structures (\$6200) 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 all structures at 702 Circle Dr 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.

Attachments:

[Council Packet 702 Circle](#)









OWNER: SCOTTY WILSON 903/736-8528

WARNING NOTICE

SUBSTANDARD BUILDING

DO NOT ENTER

This is a nonconforming structure and is unsafe due to inadequate maintenance, dilapidation, obsolescence, or abandonment, which constitutes a fire hazard and unsafe or unsanitary condition, dangerous to human life and property. It uses or occupancy has been prohibited by the City of Ordinance 150.15 Mount Pleasant TX

It shall be unlawful for any physical work or removal to be performed on this structure until the proper permit has been secured.

This notice shall remain where posted and its removal shall be by written permission of the building department. Entry to this structure shall be by authorized persons only, for the purpose of making the required structural repairs or demolishing as per code compliance.

PENALTY FOR VIOLATION OF THE BUILDING CODE AND RELATED ORDINANCES

Any person, firm, corporation, agent, or tenants who shall violate any provisions of these codes and related ordinances there of or fail to comply therewith, or who shall erect, construct, demolish, or move any structure, or has erected, constructed, altered, repaired, moved, or demolished any building, structure dwelling unit within the City of Mount Pleasant TX will be in violation. Each such person shall be deemed guilty of a separate offense for each day or portion thereof during which violations are committed or continued, and upon conviction by a Municipal court or competent jurisdiction shall be deemed guilty of a misdemeanor, and shall be punished by a fine not to exceed \$200.00 per day

4-7-26

Date Posted

J. Hall
Official



John Ankrum

From: John Ankrum
Sent: Wednesday, April 29, 2026 11:07 AM
To: Leslie Brosnan
Subject: Structures to be Demoed Please Post
Attachments: 1007 W Pecan Notice pics.pdf; 502 W 9th Notice Pics.pdf; 702 Circle Dr Notice pics.pdf

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

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702 Circle Dr owned by WILEY ROY C SR ESTATE, Legal Description: MINERAL SPRINGS ADDITION AKA RED SPRINGS BLK 15 LOT 8 .1607 AC, Titus CAD Property ID# 14771

These properties have been declared a public nuisance and unsafe structure. I have attached pictures and the official notice 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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AD Land Services

550 County Road 4765
Mount Pleasant, TX 75455-1071
USA
doug@adlandservices.com

Estimate

ADDRESS
City Of Mount Pleasant

SHIP TO
702 Circle Dr
Mount Pleasant TX

ESTIMATE 1131
DATE 04/13/2026

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Building Demolition	Demo house, carport, accessory structure and remove RV	1	6,200.00	6,200.00

A 3% additional charge will be added to credit card purchases.
The contractor shall provide all labor, equipment, materials, permits, and supervision necessary to complete the demolition and removal of the existing residential structures and associated improvements. The scope of work includes, but is not limited to, the following:

- * Complete demolition of the existing residential house structure down to grade.
- * Demolition and removal of the attached or detached carport.
- * Demolition and removal of all accessory structures on the property, including but not limited to sheds, storage buildings, and any other ancillary improvements.
- * Removal and lawful disposal of the existing recreational vehicle (RV) located on the property.
- * Proper handling, removal, and disposal of all debris resulting from demolition activities in accordance with local, state, and federal regulations.
- * Site clearing to ensure the property is left in a clean, and safe condition upon completion.

SUBTOTAL	6,200.00
TAX	0.00
TOTAL	\$6,200.00

Accepted By

Accepted Date

WALZ
CERTIFIED
MAILER®

FROM **WALZ**

FORM #45663 VERSION: E0525

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

SCOTTY WILEY
USPS® ARTICLE NUMBER
470 PLUM CREEK RD
9414 7266 9904 2251 8555 40
LONGVIEW, TX 75605

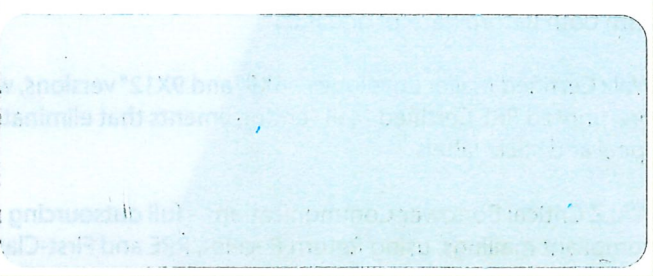
Label #1

SCOTTY WILEY
470 PLUM CREEK RD
LONGVIEW, TX 75605

Label #2

SCOTTY WILEY
470 PLUM CREEK RD
LONGVIEW, TX 75605

Label #3



← TEAR ALONG THIS LINE

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

JOHN ANKRUM 04/08/26

Sent to:	
	0.50
	3.50
	2.80
	0.00
	6.80

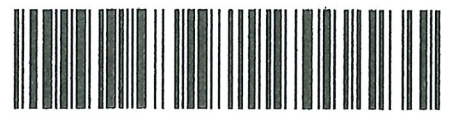
Reference Information

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

SCOTTY WILEY
470 PLUM CREEK RD
LONGVIEW, TX 75605

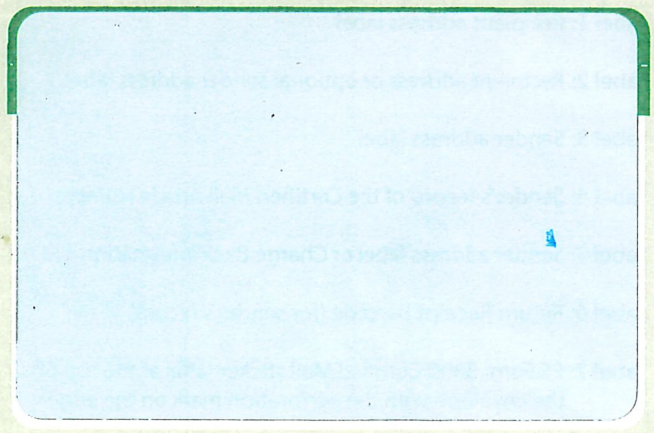
Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2251 8555 43

FOLD AND TEAR THIS WAY →

Label #7 - Certified Mail Article Number



Certified Article Number
9414 7266 9904 2251 8555 40
SENDER'S RECORD

PS Form 3800, Facsimile, July 2015

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 **702 Circle Dr, Mount Pleasant TX 75455, (“SUBJECT PROPERTY”)**, **LEGAL DESCRIPTION BEING: MINERAL SPRINGS ADDITION AKA RED SPRINGS BLK 15 LOT 8 .1607 AC, Parcel 14771**

The City Council for the City of Mount Pleasant conducted a public hearing on **June 2nd 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 2nd DAY OF June, 2026

NAME
Mayor, on behalf of City Council



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 2026

Staff Contact: Mark Buhman, Police Chief

Department: Police Dept

Subject: Discuss and consider approving a Government Lease Purchase Agreement between the City of Mount Pleasant and American National Leasing Company for the lease/purchase of vehicles.

Item Summary:

American National Leasing Company provides custom government lease-finance options. They specialize in new or used heavy equipment, vehicles, office equipment, or other particular needs. American National Leasing is different than our current vehicle leases in that each vehicle, once paid off, is the property of the City. Vehicles have a doc fee of \$150 upon purchase, and the interest rate is based upon current federal interest rates (current rate is approx. 5.5%). The vehicles can be leased on 3/4/5 year payments plan, and then the city owns the vehicle for a \$1 purchase price. There are no continuing fees once the city owns the vehicle/equipment.

American National Leasing has dealers they use to secure quotes for vehicles, but the city may also seek quotes, and the lowest quote will be used to procure the vehicle/equipment.

The purchase agreement has been reviewed by staff and the city attorney, who also met with Eric Reed, Vice President of American National Leasing.

Financial Impact:

Staff believes this government lease-finance option will allow the city to save money, phase out of current vehicle leases, and maintain an updated fleet.

Recommendation(s):

Motion to approve leasing contract with American National Leasing Company

Attachments:

[0980_001](#)

[Leasing Brochure](#)

[AMERICAN LEASING - Gov Lease Purchase Agreement \(02443401-2\)..Revised June 28,2013](#)



May 21, 2026

Re: City of Mount Pleasant, Texas

To Whom It May Concern:

Let this letter serve as clarification of Item 1 under the Terms and Conditions of the American National Leasing Governmental Lease Purchase Agreement on Page 2 of the contract. Pertaining to the Vehicle/Equipment location, the City of Mount Pleasant will be the owner of the collateral from the date of the contract. Therefore, the collateral is free to leave the jurisdiction of the City of Mount Pleasant at any time without written notice to American National Leasing Company. The contract verbiage is meant to address the location the collateral will be used majority of the time for business use.

Thank you,

A handwritten signature in blue ink, appearing to read "Bob Elmore", is written over a large, stylized blue circular mark.

Bob Elmore

President-American National Leasing Company

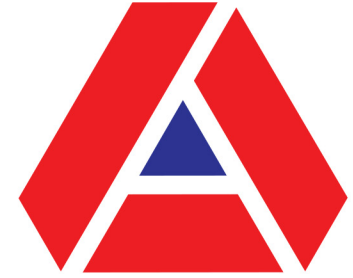


Customized Leasing options to fit your needs.

Whether you're looking to acquire new equipment or upgrade your fleet, now is the best time to learn about your financing and leasing options. American National Leasing Company has years of experience and a dedicated team ready to tailor a financing solution to grow your business. Contact our team today to learn more.



Expand your capacity and your business.



AMERICAN NATIONAL LEASING COMPANY

You need it. We lease it.



You need it. We lease it.

Our Team

Bob Elmore
President
940-782-2575
bohe@amnat.com

Eric Reed
Northeast Texas/Oklahoma Region
940-235-2560
ericr@amnat.com

Jes Rathke
Southern Region
210-382-0314
jesr@amnat.com

Brady Elmore
Northwest Texas/Oklahoma Region
940-550-0556
brady.elmore@amnat.com

American National Leasing Company

2732 Midwestern Parkway
Wichita Falls, Texas 76308

Phone: (940) 397-2490
Fax: (940) 235-4190
Email: anl@amnat.com

Member NVLA
Subsidiary of American National Bank & Trust

Member NVLA
Subsidiary of American National Bank & Trust

Visit us at amnat.com/leasing
(940) 397 -2490

About American National Leasing Company

American National Leasing Company works with all major manufacturers and takes pride in providing great customer service! In addition, we offer flexible terms and competitive rates. Our goal is to help provide your business the ability to manage growth, take advantage of the latest technology, and improve asset management.



Flexible Terms.

Lease terms generally are matched to the useful life of the property financed. The flexibility of monthly, quarterly, semiannual, or annual payments provides for easy budgeting.

Builds Equity.

Unlike rentals, a lease-purchase program permits the municipality to build equity with each payment.

Avoid Inflation Delay Costs.

A lease-purchase obligation permits acquisition of needed equipment today, before prices increase.

Improve your Cash Flow.

Leasing gives you the flexibility needed to negotiate your budget and make capital purchases that your municipality needs.

Why Lease

Speed.

Immediate acquisition of the equipment you need.

Flexibility.

Manageable cash flow with flexible payments.

Low Cost.

Low tax-exempt interest rates

Convenience.

Avoid expensive and time consuming voter referendum.

Ownership.

Equity that builds with each payment.

Inflation Hedge.

Lease finance with tomorrow's dollars at today's prices.

American National Bank and Trust Financial Services

- Commercial Lending
- Personal Lending
- Mortgage Lending
- Trust & Wealth Management
- Direct Buyer of Municipal Debt
- Public Funds Depository



AMERICAN NATIONAL
LEASING COMPANY®

You need it. We lease it.

amnat.com/leasing

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO.

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
2732 Midwestern Parkway
Wichita Falls, TX 76308

LESSEE:

VENDORS:

<u>Model Number</u>	<u>Serial #</u>	EQUIPMENT INFORMATION Item/Description:	<u>Qty</u>	<u>Price</u>
			1	\$
		SUB TOTAL:		\$
		TOTAL:		\$
		LESS DOWN PAYMENT:		(\$)
		Document Fees:		\$
		TOTAL CAPITALIZED COST:		\$

Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	1	Base Lease Payment:	\$
No. of Lease Payments:	1	Sales Tax:	N/A
For Business Use Inside:		Property Tax:	N/A
		Total Payment:	\$
		Lease End Date:	

END OF LEASE PURCHASE OPTION

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located inside the jurisdiction of the Lessee and will not be moved to another location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or verbal statement made by any representative of the Lessor or Lessee and regarding this Lease shall be binding against either Lessor or Lessee.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment. Lessee represents that it has acquired the Equipment in accordance with applicable Texas bid or procurement law.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of the Wall Street Journal Prime Rate +4% per annum, as in effect for the entire period of non-bank qualified status, or taxability.

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

_____ Lessee: Please Initial

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination unless Lessee pays the Purchase Option Price in full) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessor; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of the lesser of twelve (12%) per cent annum until paid, or the maximum rate allowed by law.

Lessee hereby grants to Lessor a consensual security interest in and lien against the Equipment. Any security interest or financing statement held or filed by Lessor is subject to Lessee's rights hereunder. If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name. At the end of the Term or other termination of this Agreement, if Lessee has not exercised its rights to purchase the Equipment, and paid the Purchase Option Price in full, the Equipment shall be returned to Lessor as provided above, and such return shall not be deemed a forced sale under Texas law.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"), it being understood no taxes are due under current Texas law. Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever.

9.) **ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. To the full extent permitted by law, Lessee agrees to and does hereby release, indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the ownership, use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessee: Please Initial

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

The parties acknowledge that under current law, no taxes are due on the Equipment so long as it is owned by the Lessee and used for a public purpose.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver evidence of title as provided in Section 7.

(iv) After return of the Equipment, Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(v) Lessor may enforce its rights hereunder by writ of mandamus.

(c) Late Charges. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of the lesser of (i) five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law, or (ii) the maximum rate allowed by law.

(d) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such

Lessee: Please Initial

provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) SPECIAL PROVISIONS: FISCAL FUNDING: The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, (i) Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment through the stated maturity date of the Lease, and (ii) Lessee agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance:

Lessor: American National Leasing Company

By: _____
Bob Elmore
President

Lessee(s):

By: _____

LESSEE'S ACCEPTANCE

TO VENDOR () ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s):

Date of Acceptance:

By: _____

Lessee: Please Initial

Exhibit A

Lease payments

Payment Date

Lease Payment

Lessee: Please Initial

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus
- (b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 2026

Department: Administration

Subject: Discuss and consider an Interlocal Agreement for the City of Mount Pleasant to operate, maintain, and train for use of a Self-Contained Breathing Apparatus (“SCBA”) Fill Station provided by Titus County, Texas.

Attachments:

[Interlocal SCBA Fill Station](#)

**INTERLOCAL AGREEMENT BETWEEN
TITUS COUNTY, TEXAS, AND
CITY OF MOUNT PLEASANT, TEXAS**

This Interlocal Agreement ("Agreement") is entered into by and between Titus County, Texas, a political subdivision of the State of Texas ("County"), and the City of Mount Pleasant, a political subdivision of the State of Texas ("City"), collectively referred to as the "Parties."

WHEREAS, the County desires to enhance fire protection services within its jurisdiction by providing SCBA Fill Station ("Equipment") to the City; and

WHEREAS, the City agrees to utilize and maintain the Equipment provided by the County to support fire protection services; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the County will lease the Equipment to the City.

2. Definitions

a. **Equipment:** The Equipment will consist of a SCBA Fill Station containing the following:

- 1) Bauer Legacy 2 8-E1 Compressor w/ Bauer-001 CO-Monitor
- 2) SCB-SSS-460-STD with four (4) DOT Cylinder and Cylinder Rack
- 3) Bauer CFS5.5-2S Fill Station

b. **Routine Maintenance:** "Routine Maintenance" shall refer to regular, scheduled, and necessary upkeep activities performed to ensure the Equipment remains in proper working order and good condition in accordance with the requirements of the Texas Commission of Fire Protection ("TCFP"). The City's records will be made available to the County for review upon request.

**INTERLOCAL AGREEMENT BETWEEN
TITUS COUNTY, TEXAS, AND
CITY OF MOUNT PLEASANT, TEXAS**

3. Term

This Agreement shall be effective from the date of execution and continue for a period of one (1) year, and shall automatically renew for successive one-year terms unless terminated in accordance with the provisions herein.

4. Responsibilities of the County

a. **Provision of Equipment:** The County shall purchase, own, and provide the City with the Equipment.

5. Responsibilities of the City

a. **Maintenance:** The City shall adhere to a routine maintenance schedule, conducting tasks at intervals recommended by the manufacturer or as specified by Texas Commission of Fire Protection ("TCFP") or industry standards. The City shall keep records of all maintenance activities and promptly report any significant issues or potential risks to the County.

b. **Repairs:** The City shall be responsible for all repairs to the Equipment that are not covered by the insurance provided by the County.

d. **Training:** The City will ensure that all personnel using the equipment are trained in the operation and in basic maintenance procedures.

e. **Use by Other Entities:** The City will allow the unlimited use of Equipment by personnel from the Volunteer Fire Departments located within Titus County, Texas trained in the use of Equipment. If the Volunteer Fire Department does not have personnel trained in the use of Equipment, the City will provide assistance.

f. **Use Fee:** The City shall pay the County a fee of one dollar (\$1.00) per year for the use of the Equipment.

6. Payment

The City shall make annual payments of one dollar (\$1.00) to the County due at the commencement of this Agreement, and on each subsequent anniversary.

**INTERLOCAL AGREEMENT BETWEEN
TITUS COUNTY, TEXAS, AND
CITY OF MOUNT PLEASANT, TEXAS**

7. Termination

Either Party may terminate this Agreement with sixty (60) days written notice to the other Party. Upon termination, the City shall return the Equipment to the County in the same condition as received, reasonable wear and tear excepted.

8. Indemnification

To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with the City's use and maintenance of the Equipment.

9. Miscellaneous

a. **Entire Agreement:** This Agreement does not supersede the Interlocal Agreement for Fire Protection Services between the Parties. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the Equipment that is the subject of this Agreement.

b. **Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.


c. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any lawsuit to enforce or construe the terms of this Agreement (including any amendments, supplements, or addendums thereto) shall lie in Titus County, Texas.

d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**INTERLOCAL AGREEMENT BETWEEN
TITUS COUNTY, TEXAS, AND
CITY OF MOUNT PLEASANT, TEXAS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

TITUS COUNTY, TEXAS

By: 
Name: Kent Cooper
Title: Titus County Judge
Date: April 23, 2020

City of Mount Pleasant

By: _____
Name: _____
Title: City Manager

Date: _____



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 2026

Staff Contact: Rob Vine, City Manager

Department: Administration

Subject: City Manager's Report



AGENDA ITEM REPORT

Meeting: City Council - Jun 02 2026

Department:

Subject: Possible discussion and action on ethics complaint filed against Mayor Wesley Lyon II.
