



**ENNIS CITY COMMISSION AGENDA
TUESDAY, MAY 19, 2026
6:00 PM**

CITY OF ENNIS CITY HALL
COMMISSION CHAMBERS
107 N. SHERMAN
ENNIS, TEXAS 75119
(972) 875-1234

As authorized by Texas Government Code Section 551.071 - this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Ennis reserves the right to re-align, recess, or reconvene the Regular Session or called Executive Session or order of business at any time prior to adjournment.

As authorized by Texas Government Code Section 551.007 - the governing body shall allow any member of the public who wishes to speak on an agenda item at an open meeting to address the body regarding that item before or during the consideration of the item.

**CITY COMMISSION MEETINGS ARE NOW LIVESTREAMED AT:
www.ennistx.gov/citycommissionlivestream**

A. CALL TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

B. TAXPAYER IMPACT STATEMENT

Regarding item no. G.9. below, the City provides the following information in compliance with the Texas Government Code Section 551.043(c): (i) a copy of the City's proposed budget may be located on the City's home page of its website and at <https://www.ennistx.gov/media/Finance/FY%202026%20Adopted%20Budget%20Final.pdf> and (ii) Taxpayer Impact Statement – For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year ("FY"), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

Median-Valued Homestead Property of:	Property Tax Bill in Dollars
\$ <u>258,491</u> for FY2025	\$ <u>1,716.38</u>
Estimate if proposed budget is adopted for FY2026	\$ <u>1,759.57</u>
Estimate if budget is funded and adopted at the no-new-revenue rate for FY2026	\$ <u>1,651.41</u>

C. PRESENTATIONS

- C.1. City of Ennis Employee of the Month
 - Katrinia Roberson, Senior Purchasing Manager
- C.2. City of Ennis Retiree Recognition
 - Paul Asby, Police Sergeant
- C.3. City of Ennis New Employee Recognition
- C.4. Fiscal Year 2026 2nd Quarter Investment Report

[FY26 2nd Qtr Investment Report](#)

- C.5. Presentation by Samco Capital Markets, the City of Ennis' Financial Advisor, regarding funding of the City's Capital Improvement Program and regarding authorizing staff and consultant to proceed with the potential Issuance of Certificates of Obligation and other matters related thereto.

D. CITIZENS PUBLIC COMMENT PERIOD

The City Commission invites citizens to address the Commission on any topic not already scheduled for a Public Hearing. Citizens wishing to speak should complete a "Citizen Comment Period" form and present it to the City Secretary prior to the meeting. Speakers are limited to 3 minutes. In accordance with the Texas Open Meetings Act, the City Commission cannot take action on items not listed on the agenda. However, your concerns may be addressed by City Staff, placed on a future agenda, or responded to by some other course.

E. COMMISSIONER UPDATES

Pursuant to Texas Government Code Section 551.0415 the Mayor and Commission may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Commission events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

F. CONSENT ITEMS

- F.1. Approval of the April 16, 2026, Ennis City Commission Special Meeting Minutes.
[CC Minutes - April 16, 2026 Special Meeting](#)
- F.2. Approval of the April 21, 2026, Ennis City Commission Regular Meeting Minutes.
[CC Minutes - April 21, 2026 Regular Meeting](#)
- F.3. Approval of the May 12, 2026, Ennis City Commission Special Meeting Minutes.
[CC Minutes - May 12, 2026 Special Meeting](#)
- F.4. Approval of a Resolution authorizing the Mayor to execute the First Amended and Restated Special Response Team Interlocal Agreement between Ellis County and the City of Ennis to include participation of the Ennis Fire Department.
[Special Response Team ILA Amendment](#)
- F.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive in a sum not to exceed Fifty-Eight Thousand Three Hundred Sixty-Four Dollars and Zero Cents (\$58,364.00), and authorizing the City Manager or designee to execute any documents in connection therewith.
[Boardwalk Paving - Concrete Repairs and Storm Inlets on Woodcrest Drive](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- G.1. Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

[Public Hearing - Rezoning A to C - 1700-1800 blk US Hwy 287](#)

- G.2. Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

[Rezoning A to C - 1700-1800 blk US Hwy 287](#)

- G.3. Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) to Single Family-7 (R-7) for an approximately 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

[Public Hearing - Rezoning A to R-7 - 1700-1800 blk US Hwy 287](#)

- G.4. Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) to Single Family-7 (R-7) for an approximately 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

[Rezoning A to R-7 - 1700-1800 blk US Hwy 287](#)

- G.5. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the use of revenue generated from the City of Ennis' participation in the Quality Incentive Payment Program (QIPP) for the purchase, installation, operation, and implementation of Opticom emergency vehicle traffic signal preemption equipment and related infrastructure; recognizing the public safety benefits and community health outcomes associated with improved emergency response times, reduced intersection conflicts, and enhanced emergency medical response capabilities within the City of Ennis; and providing an effective date.

[QIPP Revenues for Opticom Signal Preemption](#)

- G.6. Discuss and consider a Resolution authorizing the Mayor to execute an Agreement with the Texas Department of Transportation (TXDOT) for the installation, operation, and maintenance of traffic signal preemption equipment at TXDOT controlled intersections within the City of Ennis, and authorizing the purchase of Opticom traffic signal preemption equipment through the HGACBuy Cooperative Purchasing Program in an amount not to exceed \$400,000.

[TxDOT Agreement - Opticom Traffic Signal Preemption Equipment](#)

- G.7. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an Antenna Site Lease Agreement between the City of Ennis and the Ellis County Amateur Radio Club (ECARC) for their purpose and use in support of existing emergency communications activities which include the operation and upkeep of an amateur radio repeater system, omni-directional antenna, connecting cable, and power system.

[ECARC Antenna Site Lease Agreement](#)

- G.8. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, directing Publication of Notice of Intention to Issue City of Ennis, Texas

Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026; and establishing an effective date.

[Notice of Intent for Certificates of Obligation \(TWDB\)](#)

- G.9. Discuss and consider an Ordinance amending the FY 2026 Budget for various funds to provide supplemental appropriations in the amount of \$425,479 for unanticipated needs and roll forward one budgeted item from FY 2025 to FY 2026.

[FY 2026 Budget Amendment](#)

H. EXECUTIVE SESSION

The City Commission will recess into closed Executive Session pursuant to Texas Government Code:

- H.1. Section 551.087 – Deliberation regarding Economic Development Negotiations – Discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the territory of the city and with which the city is conducting Economic Development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:

- *Project Soprema*

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

J. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: **Wednesday, May 13, 2026, at 5:00 P.M.**, and will remain posted for at least two hours after said meeting was convened.



ANGIE WADE, TRMC, CMC
City Secretary

City of Ennis City Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (972) 875-1234 or write to: PO Box 220, Ennis, TX 75120, at least 48 hours in advance of the meeting.

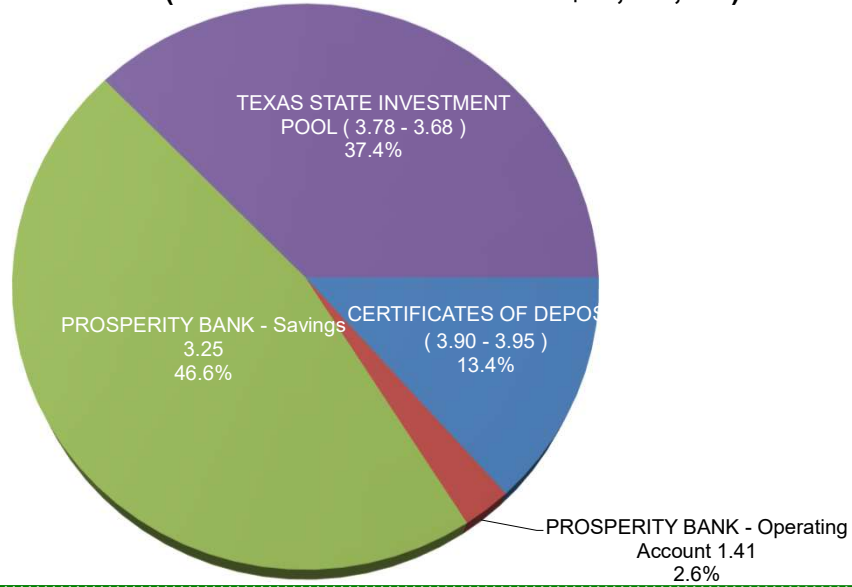
FY 2026 2nd QUARTER FINANCIAL REPORT

CITY OF ENNIS

QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED March 2026

INVESTMENT COMPOSITION		
Type	Interest Rates	Percentage Investment
CERTIFICATES OF DEPOSIT	(3.90 - 3.95)	13.8%
PROSPERITY BANK - Operating Account	1.41	2.7%
PROSPERITY BANK - Savings	3.25	47.9%
TEXAS STATE INVESTMENT POOL	(3.78 - 3.68)	38.4%

INVESTMENT COMPOSITION (TOTAL AMOUNT INVESTED \$23,185,007)



CITY OF ENNIS
QUARTERLY INVESTMENT PERFORMANCE
March 31, 2026

PROSPERITY OPERATING ACCOUNTS INTEREST

Annual Yield - 1.41%

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
296,704	323,794			620,498

**CITY OF ENNIS
INVESTMENT ACTIVITY
March 31, 2026**

<u>INVESTMENTS</u>	<u>INTEREST RATE</u>	<u>STATED MATURITY</u>	<u>12/31/25 BOOK VALUE</u>	<u>INTEREST EARNED</u>	<u>Bank Withdrawals/Deposits</u>	<u>03/31/26 BOOK VALUE BEFORE ADJ.</u>
<u>INVESTMENT PORTFOLIO:</u>						
PROSPERITY BANK - Savings	2.91%	Daily	11,016,845.65	86,743.02	0.00	11,103,588.67
TEXPOOL	3.79-3.68%	7 Day Daily	6,567,691.51	74,830.14	2,250,000.00	8,892,521.65
Certificate of Deposits	4.13%	Quarterly/Semi Annua	3,146,296.08	42,600.73	0.00	3,188,896.81
TOTAL INVESTMENT PORTFOLIO			20,730,833.24	204,173.89	2,250,000.00	23,185,007.13

<u>Interest Rates</u>	<u>Fund</u>	<u>Name</u>	<u>Portfolio</u>	<u>12/31/2025 Book Value</u>	<u>Interest Earned</u>	<u>Withdrawals/Deposits</u>	<u>3/31/2026 Book Value</u>
3.79-3.68%	1992 Library	1992 Library	TexPool	182.86	1.80	0.00	184.66
3.79-3.68%	2002 Water Const	2002 Water Const	TexPool	22,570.60	205.85	0.00	22,776.45
4.55%	EDC	EDC CD's	6-12 Month	1,046,282.24	22,050.76	0.00	1,068,333.00
3.90%	EDC	EDC CD's	24-36 Month	1,049,682.16	10,206.36	0.00	1,059,888.52
3.95%	EDC	EDC CD's	36-60 Month	1,050,331.68	10,343.61	0.00	1,060,675.29
3.79-3.68%	EDC	EDC TexPool	TexPool	3,173,667.65	28,946.54	0.00	3,202,614.19
3.79-3.68%	EDC	EDC TexPool - Operating	TexPool	0.00	14,927.11	2,250,000.00	2,264,927.11
2.22%	EDC	EDC 3801	Savings	173,295.32	941.89	0.00	174,237.21
3.79-3.68%	General	General TexPool	TexPool	95,575.44	871.73	0.00	96,447.17
3.25%	General	General 7481	Savings	7,131,533.88	56,429.27	0.00	7,187,963.15
3.79-3.68%	General Capital	General TexPool Capital F	TexPool	3,018,278.25	27,529.25	0.00	3,045,807.50
3.79-3.68%	Library Endow	Library Endow	TexPool	257,416.71	2,347.86	0.00	259,764.57
3.25%	Water & Sewer	W&S- 7211	Savings	3,712,016.45	29,371.86	0.00	3,741,388.31
Total				20,730,833.24	204,173.89	2,250,000.00	23,185,007.13
Auto Check				0.00	0.00	0.00	0.00

**CITY OF ENNIS
INVESTMENT ACTIVITY
March 31, 2026**

<u>INVESTMENTS</u>	<u>STATED MATURITY</u>	<u>12/31/25 BOOK VALUE</u>	<u>INTEREST PAYMENTS</u>	<u>Bank Withdrawals/Deposits</u>	<u>03/31/26 BOOK VALUE BEFORE ADJ.</u>
<u>INVESTMENT PORTFOLIO:</u>					
PROSPERITY BANK - Savings	Daily	11,016,845.65	86,743.02	0.00	11,103,588.67
TEXPOOL	Daily	6,567,691.51	74,830.14	2,250,000.00	8,892,521.65
Certificate of Deposits	Quarterly	3,146,296.08	42,600.73	-	3,188,896.81
TOTAL INVESTMENT PORTFOLIO		20,730,833.24	204,173.89		23,185,007.13

	Savings				
	General 7481	7,131,533.88	56,429.27		7,187,963.15
	EDC 3801	173,295.32	941.89		174,237.21
	W&S- 7211	3,712,016.45	29,371.86		3,741,388.31
Total Savings	Sub Total	11,016,845.65	86,743.02	0.00	11,103,588.67
	TexPool				
	General	95,575.44	871.73		96,447.17
	Library Endow	257,416.71	2,347.86		259,764.57
	2002 Water Const	22,570.60	205.85		22,776.45
	1992 Library	182.86	1.80		184.66
	EDC	3,173,667.65	28,946.54		3,202,614.19
	EDC Operating Accot	0.00	14,927.11	2,250,000.00	2,264,927.11
	General Capital Fund	3,018,278.25	27,529.25		3,045,807.50
Total TexPool	Sub Total	6,567,691.51	74,830.14	2,250,000.00	8,892,521.65
	CDS				
	6-12 Month	1,046,282.24	22,050.76		1,068,333.00
	24-36 Month	1,049,682.16	10,206.36		1,059,888.52
	36-60 Month	1,050,331.68	10,343.61		1,060,675.29
Total Certificate of Deposits	Sub Total	3,146,296.08	42,600.73	0.00	3,188,896.81
	Total	20,730,833.24	204,173.89	2,250,000.00	23,185,007.13

CITY OF ENNIS
QUARTERLY INVESTMENT PERFORMANCE
March 31, 2026

<u>INVESTMENTS</u>	<u>12/31/25</u>	<u>NET</u>	<u>03/31/26</u>
	<u>BOOK VALUE</u>	<u>CHANGE</u>	<u>BOOK VALUE</u>
<u>INVESTMENT PORTFOLIO:</u>			
Prosperity Account - Savings	11,016,846	86,743	11,103,589
TexPool	6,567,692	2,324,830	8,892,522
Certificate of Deposits	3,146,296	42,601	3,188,897
TOTAL INVESTMENT PORTFOLIO	20,730,833	2,454,174	23,185,007
PROSPERITY POOLED CASH INTEREST			
	1st Quarter	2nd Quarter	3rd Quarter
Annual Yield - 1.41%	296,704	323,794	620,498

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Approval of the April 16, 2026, Ennis City Commission Special Meeting Minutes.
Meeting: ENNIS CITY COMMISSION - 19 May 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

The minutes for the April 16, 2026, Ennis City Commission Special Meeting are submitted for the City Commission's review and approval.

Per the City Commission Rules and Procedures, Section D.5(d), any questions regarding the minutes should be directed to the City Secretary prior to the Commission meeting.

ATTACHMENTS:

[CC Special Meeting Minutes - 04-16-2026](#)

ENNIS CITY COMMISSION SPECIAL MEETING MINUTES
THURSDAY, APRIL 16, 2026

A. CALL TO ORDER

Mayor Isbell called a Special Meeting of the Ennis City Commission to order on Thursday, April 16, 2026, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St, Ennis, TX 75119.

Deputy City Secretary Bethany Prewitt called roll and verified a quorum:

Mayor Isbell	present	Commissioner Hejny	present
Mayor Pro Tem Espedal	present	Commissioner Watson	absent
Commissioner Falkenbach	present	Commissioner Pierce	present
Commissioner Jones	absent		

The invocation was given by Commissioner Pierce.

The Pledge of Allegiance was led by Mayor Isbell.

B. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

B.1. Discuss and consider approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor or designee to enter into an agreement with the Texas Department of Transportation for the temporary closure of state right-of-way in connection with a special event permit submitted by the Ennis Rotary Club; finding a public purpose, and authorizing execution of related documents.

Mayor Isbell read the item. City Manager Andrea Weckmueller-Behringer presented the Commission with an overview of the traffic control plan at the intersection of Country Club Road and West Baldrige Street, and informed the Commission that the intersection will be closed temporarily for the Rotary Run on May 23, 2026, from 6:00 A.M. to 10:00 A.M. Mayor Isbell recognized members of the public who wished to speak on the item.

Bramlet Beard, 2407 Country Club Rd – Mr. Beard stated that he is a member of the Rotary Club and provided history on the Rotary Club and this event.

Jennifer Wartsbaugh, 1129 Mockingbird Cir – Ms. Wartsbaugh expressed concerns with the city's requirements outside of the scope of the agenda item, believing them to potentially be an imposition and costly.

Both Mr. Beard and Ms. Wartsbaugh spoke in favor of the agreement with TxDOT and the temporary closure at the intersection of Country Club Road and West Baldrige Street.

Discussion ensued amongst the Commission. The Commission requested that staff revise the city's traffic control plan, which is outside of the scope of this item.

Commissioner Hejny made a motion, seconded by Mayor Pro Tem Espedal, to approve item B.1. A vote was cast, 5 in favor, 0 against. Motion passed.

C. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 6:26 P.M.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

DRAFT

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Approval of the April 21, 2026, Ennis City Commission Regular Meeting Minutes.
Meeting: ENNIS CITY COMMISSION - 19 May 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

The minutes for the April 21, 2026, Ennis City Commission Regular Meeting are submitted for the City Commission's review and approval.

Per the City Commission Rules and Procedures, Section D.5(d), any questions regarding the minutes should be directed to the City Secretary prior to the Commission meeting.

ATTACHMENTS:

[CC Regular Meeting Minutes - 04-21-2026](#)

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, APRIL 21, 2026

A. CALL TO ORDER

Mayor Isbell called a Regular Meeting of the Ennis City Commission to order on Tuesday, April 21, 2026, at 6:02 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St., Ennis, Texas 75119.

Deputy City Secretary Bethany Prewitt called rolled and verified a quorum:

Mayor Isbell	Present	Commissioner Hejny	Present
Mayor Pro Tem Espedal	Present	Commissioner Watson	Present
Commissioner Falkenbach	Present	Commissioner Pierce	Present
Commissioner Jones	Present		

The invocation was given by Minister Scott Brazell with Church of Christ on Country Club Rd. The Pledge of Allegiance was led by Mayor Isbell.

[Mayor Isbell re-ordered the agenda, read Executive Session item G.1., and recessed the Commission into Closed Session at 6:06 P.M.]

G.1. Section 551.071 (1) and (2) – Seek the advice of the Attorney regarding pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

- ***QIPP Program***

[Mayor Isbell reconvened the Commission into Open Session at 6:28 P.M.]

B. PRESENTATIONS

B.1. City of Ennis Employee of the Month

Mayor Isbell announced the City of Ennis Employee of the Month for April – Sarah Jones, HR Payroll Coordinator.

B.2. City of Ennis New Employee Recognition

City Manager Andrea Weckmueller-Behringer introduced new employees Laurie Melott, Part-time Library Assistant; Jose Estrada, Police Detention Officer; Aissha Flores, Chief Communications Officer; Tobietha “Natalie” Bond, Public Safety Technology/Emergency Management Specialist.

B.3. 2026 Economic Development Week Proclamation

Mayor Isbell read a 2026 Economic Development Week Proclamation and presented it to Miriam Castillo, Director of Economic Development.

B.4. FY 2025 City of Ennis Annual Audit Presentation by Forvis, LLP

Rachel Ormsby with Forvis Mazars, provided the City Commission with an overview of the FY 2025 City of Ennis Audit to include: audit scope and results, future pronouncements, and

accounting standards. The city received an unmodified “clean” opinion and was found to be in compliance. There were no material misstatements or proposed audit adjustments. Ms. Ormsby noted that the audit team received full cooperation from city staff and commended the city on receiving the Certificate of Achievement for Excellence in Financial Reporting on the city’s Annual Comprehensive Financial Report (ACFR) from the Government Finance Officer’s Association (GFOA) for multiple, consecutive years. Ms. Ormsby reviewed the audit process and timeline: interim fieldwork September 2025, final fieldwork January – February 2026, review of deliverables (ACFR) and final quality control reviews March 2026. Procedures performed included walkthroughs of significant transaction cycles and testing account balances and current year activity using a combination of analytics, vouching of material transactions, and sampling. Future pronouncements: GASB 103 effective FY26, GASB 104 effective FY26, GASB 105 effective FY27.

B.5. Presentation on Public Safety Pay Scales

Fire Chief Bill Evans presented the Fire Department pay plan and a salary survey of peer cities. The survey evaluated the competitiveness of Ennis Fire Department compensation by comparing entry-level and top-out salaries across 19 regional cities and identifying potential recruitment and retention risks.

Chief of Police Dustin Munn also presented the Police Department pay plan and salary survey of 19 peer cities, evaluating compensation competitiveness and identifying recruitment and retention concerns.

City Manager Andrea Weckmueller-Behringer presented general department compensation, noting increasing recruitment challenges, active competition from peer cities, and the likelihood of continued turnover where pay falls 10% or more below the market average.

City Manager Weckmueller-Behringer noted that additional time to review all positions is needed. Pay gaps and recruitment concerns were identified across multiple departments. Budget constraints currently limit workforce expansion, and general fund capacity for COLA adjustments must be considered. A labor cost threshold of <75% of the operating budget was discussed. The goal is to provide data-driven guidance to the Commission.

C. CITIZENS PUBLIC COMMENT PERIOD

Michael Myers, 115 Hummingbird Ln, Ovilla, TX, spoke regarding the election and his campaign for House District 10.

Michael Magers, 1075 Hodge Rd, Ennis, TX, thanked staff members and spoke regarding the equalization basin repair project.

Bill Olsen, 3510 E Dartmouth St, Mesa, AZ, thanked staff and spoke regarding communication between landowners, developers, and city staff.

Bob Ikel, 9109 Clearlake Dr, Dallas, TX, spoke regarding development and sewer capacity in Ennis.

Trevor Wilhoite, 1401 Sundale, Ennis, TX, recognized Commissioner Watson and thanked her for her service as City Commissioner for Ward 4.

D. COMMISSIONER UPDATES

Mayor Isbell thanked Commissioner Watson for her service as City Commissioner for Ward 4.

Commissioner Hejny thanked Commissioner Watson for her service as City Commissioner for Ward 4.

Mayor Isbell thanked city staff who volunteered at the Bluebonnet Festival.

Commissioner Hejny congratulated the Ennis Garden Club on another successful year for the Bluebonnet Trails and Festival.

E. CONSENT ITEMS

E.1. Approval of the March 17, 2026, Ennis City Commission Regular Meeting Minutes.

E.2. Approval of the March 24, 2026, Ennis City Commission Special Meeting Minutes.

E.3. Approval of the April 7, 2026, Ennis City Commission Special Meeting Minutes.

E.4. Approval of the April 13, 2026, Ennis City Commission Special Meeting Minutes.

E.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing Amendment One to Task Two: On-Call General Engineering Support with Freese and Nichols, Inc. to continue services in accordance with Article II – Scope of Services in a sum not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) amending the original task authorization from \$60,000.00 to a revised total amount of \$120,000.00, and authorizing the City Manager to execute any documents in connection therewith.

E.6. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor, or designee, to execute an Indemnification and Insurance Agreement between the City of Ennis, Texas, and 10K Star Events, LLC dba Nightlights Event, for a sky lantern event to be held at the Texas Motorplex.

E.7. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute updated documents necessary to optimize available grant funding, pursuant to the NextGen 911 Grant funding from the State of Texas Commission on State Emergency Communication Proposition 8 Next Generation 911 Service Fund Award for one hundred, twenty thousand, six hundred-eighty-three dollars and seventy-one cents (\$120,683.71) and Texas 9-1-1 Entity Subrecipient Subaward, Next Generation 911 Service Fund Award not to exceed eight hundred thirty-nine thousand, twenty-seven dollars and twenty seven cents (\$839,027.27) as accepted under City of Ennis Resolution No. 24-1106-12 and No. 24-1106-13 respectively, and each passed and approved on November 6, 2024.

Mayor Isbell read the consent agenda and pulled item E.5. for individual consideration. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve consent agenda items E.1.-E.4. and E.6.

A vote was cast, 7 in favor, 0 against. Motion passed.

F. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

E.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing Amendment One to Task Two: On-Call General Engineering Support with Freese and Nichols, Inc. to continue services in accordance with Article II – Scope of Services in a sum not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) amending the original task authorization from \$60,000.00 to a revised total amount of \$120,000.00, and authorizing the City Manager to execute any documents in connection therewith.

Mayor Isbell read the item. Public Works Director Doug Taylor presented a request to approve Amendment One to Task Two: On-Call General Engineering Support with Freese and Nichols, Inc., increasing the original \$60,000 authorization by \$60,000 due to staff shortages and increased demand for engineering support services.

Commissioner Falkenbach made a motion, seconded by Commissioner Watson, to approve item E.5.

A vote was cast, 7 in favor, 0 against. Motion passed.

F.1. Conduct a Public Hearing regarding the repeal of the Specific Use Permit granted to Glidepath Power Solutions for the construction and operation of a battery energy storage system on an approximately 7.71 acre lot located in the City of Ennis, Ellis County, Texas which is a portion of Ellis CAD ID 190366.

Mayor Isbell read the item. Assistant City Manager Daniel Ortiz addressed the Commission and provided background on the SUP which was approved by Ordinance No. 23-1205-F1 on December 5, 2023. Arguments for the repeal include: the one-year commencement period per SUP Condition #1 has elapsed, plan revisions required by the city have not been submitted by the applicant, SUP Condition #3 which allows for a maximum of 20 battery storage containers on the site was not met. Assistant City Manager Ortiz reviewed the stormwater pollution prevention plan and potential battery energy storage systems hazards, concluding that stormwater drainage and potential toxic hazards in the event of a thermal runaway or fire may contaminate Ennis' drinking water source. Staff are recommending the repeal of the SUP pursuant to Condition #1 of Ordinance No. 23-1205-F1.

Mayor Isbell opened the public hearing at 8:21 P.M. No one spoke and the public hearing was closed at 8:21 P.M.

F.2. Discuss and consider an Ordinance of the City Commission of the City of Ennis, Texas, repealing the Specific Use Permit granted to Glidepath Power Solutions for the construction and operation of a Battery Energy Storage System on an approximately 7.71 acre lot located in the City of Ennis, Ellis County, Texas which is a portion of Ellis CAD ID 190366.

Mayor Isbell read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve item F.2.

A vote was cast, 7 in favor, 0 against. Motion passed.

F.3. Conduct a Public Hearing regarding an application for a Distance Variance pursuant to Section 10-31(b) of the Code of the City of Ennis, allowing for the sale of alcoholic beverages at El Mago to be located at 207 West Ennis Avenue, Ennis, Texas 75119. Ellis CAD ID 158117.

Mayor Isbell read the item. Assistant Director of Community Health and Development Troy Foreman addressed the Commission. 207 W Ennis Ave is within the Historic Downtown District and must be at least 300 feet from any church, school, or hospital. The subject property is approximately 270 feet from a church. Pursuant to Section 10-31(b) of the City of Ennis Code of Ordinances, a distance variance may be granted by the City Commission, to allow for the sale of alcoholic beverages.

Mayor Isbell opened the public hearing at 8:32 P.M. Mauricio, a local business owner, spoke in favor of the item. No one else spoke and the public hearing was closed at 8:34 P.M.

F.4. Discuss and consider an Ordinance of the City Commission of the City of Ennis, Texas, granting a Distance Variance pursuant to Section 10-31(b) of the Code of the City of Ennis, allowing for the sale of alcoholic beverages at El Mago to be located at 207 West Ennis Avenue, Ennis, Texas 75119. Ellis CAD ID 158117.

Mayor Isbell read the item. Commissioner Jones made a motion, seconded by Commissioner Watson, to approve the distance variance.

A vote was cast, 7 in favor, 0 against. Motion passed.

F.5. Conduct a Public Hearing regarding an application for a Zoning Change from Single Family-10 (R-10) to Multi-Family-2 (MF-2) for an approximately 5.617-acre tract of land, situated in the James Jackson Survey, Abstract No. 578, Tract 1, City of Ennis, Ellis County,

Texas. Approximately located in the 700 Block of South Sonoma Trail, Ellis CAD ID 186293. CONTINUED FROM THE FEBRUARY 17, 2026 CITY COMMISSION MEETING.

Mayor Isbell read the item and continued the public hearing from the February 17, 2026, City Commission Meeting. Elias Rodriguez, 447 Timberline Dr, Duncanville, TX, representative of the applicant, was available to answer questions. With no one else wishing to speak, the public hearing was closed at 8:47 P.M.

F.6. Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Single Family-10 (R-10) to Multi-Family-2 (MF-2) for an approximately 5.617-acre tract of land, situated in the James Jackson Survey, Abstract No. 578, Tract 1, City of Ennis, Ellis County, Texas. Approximately located in the 700 Block of South Sonoma Trail, Ellis CAD ID 186293. TABLED AT THE FEBRUARY 17, 2026 MEETING.

Mayor Isbell read the item. Commissioner Watson made a motion, seconded by Commissioner Pierce, to approve the zoning change from Single Family-10 (R-10) to Multi-Family-2 (MF-2). A vote was cast, 7 in favor, 0 against. Motion passed.

F.7. Discuss and consider approving the 2026 Historic Landmark Tax Exemption applications as recommended by the Historic Landmark Commission's subcommittee and any other matters incident thereto.

Mayor Isbell read the item. Amelia Valdez, 555 Whitfield, Ennis, TX, spoke regarding three applications she submitted for the Historic Landmark Tax Exemption that were denied. Director of Economic Development Miriam Castillo reviewed the 2026 HLTE applications. Discussion ensued amongst the Commission. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve the 2026 HLTE applications to include 101 NW Main St, 102 W Ennis Ave, and 108 W Ennis Ave. Commissioner Falkenbach made a motion, seconded by Commissioner Pierce, to amend the motion to also include 709 N Preston St, 805 N Preston St, 700 N Dallas St, 906 N Dallas St, 202 W Latimer St, and 108 W Latimer St. A vote was cast, 7 in favor, 0 against. Motion passed.

F.8. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the 2025 Historic Reinvestment Tax Abatement Refunds (HRTAR) for improvements made to eligible properties during the 2025 tax year, pursuant to section 8.5-2(c) of the Code of Ordinances of the City of Ennis.

Mayor Isbell read the item. Director Castillo presented the 2025 HRTARs to the Commission for review and approval. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve item F.8. A vote was cast, 7 in favor, 0 against. Motion passed.

F.9. Discuss and consider approval of a Resolution of the City Commission of the City Of Ennis, Texas, requesting the transfer of that certain public roadway on Ennis Avenue between Business Interstate (BI) 45 (Kaufman St.) and F.M. 1722 (Preston St.) from the Texas Department of Transportation to the City of Ennis.

Mayor Isbell read the item. City Manager Andrea Weckmueller-Behringer presented the item to the Commission and answered questions. Per City Manager Weckmueller-Behringer, TxDOT and city staff have determined that this transfer of ownership of the improved corridor should occur following the completion of the Union Pacific Safety Zone Project. Commissioner Hejny made a motion, seconded by Mayor Pro Tem Espedal, to approve the item. A vote was cast, 5 in favor, 0 against, 2 abstentions (Falkenbach, Jones). Motion passed.

F.10. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to award Hazard Mitigation Grant Program Engineering Services to Freese and Nichols, Inc., and authorizing the City Manager to execute any documents in connection therewith.

Mayor Isbell read the item. Public Works Director Doug Taylor provided the commission with a brief background on this item. FEMA's hazard mitigation assistance provides funding for eligible long-term solutions that reduce the impact of disasters in the future; the City was awarded \$1.52 million in HMGP funding under Texas Emergency Declared Disaster DR-4485 in March 2020; in March 2022 the City Commission approved the selection of Schaumburg & Polk, Inc. to provide pre-award and post-award engineering services associated with the project; the project included funding for three emergency generators, two at the wastewater plant and one at Liska lift station. Due to the City's current transition, a new engineering firm was requested, initiating the issuance of a Request for Statements of Qualifications (SOQ) in February 2026 for HMGP engineering services. Of the three responses, Freese and Nichols, Inc. has been selected as the most qualified. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the award of the HMGP Engineering Services to go to Freese and Nichols, Inc. A vote was cast, 7 in favor, 0 against. Motion passed.

F.11. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, approving the purchase of one spare pump for Liska Lift Station and Sonoma Lift Station with Global Pump Solutions LLC in an amount not to exceed Sixty Thousand Two Hundred Seventy Dollars and Zero Cents (\$60,270.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

Mayor Isbell read the item. Chad Adams, 1360 Trophy Court West, Midlothian, TX, spoke in favor of the item. Director Taylor stated that this spare pump will work for Liska and Sonoma lift stations. Pump replacements of this size typically take 6-8 weeks for delivery, and the purchase price is \$60,270. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve the purchase of one spare pump in an amount not to exceed \$60,270. A vote was cast, 7 in favor, 0 against. Motion passed.

[Mayor Isbell read the Executive Session Agenda and recessed the Commission into Closed Session at 9:47 P.M.]

G. EXECUTIVE SESSION

G.1. Section 551.071(1) and (2) - Seek the advice of the Attorney regarding pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:

- *SPI Contract Default*
- *City of Ennis vs. District Partners Ltd., and the real property located at 112 W. Brown Street (a/k/a 114 W. Brown Street, 116 W. Brown Street, 118 W. Brown Street, and 110 S. Dallas Street, Ennis, Texas 75119 (in rem), Cause No. 116742, pending in the 40th Judicial District Court, Ellis County*
- *City of Ennis vs. District Partners Ltd., and the real property located at 114 W. Knox Street and 116 W. Knox Street, Ennis, Texas 75119 (in rem), Cause No. 120121, pending in the 40th Judicial District Court, Ellis County*
- *Rooftop Lights*

G.2. Section 551.087 – Deliberation regarding Economic Development Negotiations – Discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the territory of the city and with which the city is conducting Economic Development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect:

- *Project Soprema*

G.3. Section 551.074 - Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- *City Secretary*
- *City Manager Performance Review*

[Mayor Isbell reconvened the Commission into Open Session at 11:25 P.M.]

H. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

No action.

I. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 11:25 P.M.

ENNIS CITY COMMISSION SPECIAL MEETING MINUTES
TUESDAY, MAY 12, 2026

A. CALL TO ORDER

Mayor Isbell called a Special Meeting of the Ennis City Commission to order on Tuesday, May 12, 2026, at 6:05 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St, Ennis, TX 75119.

Deputy City Secretary Bethany Prewitt called roll and verified a quorum:

Mayor Isbell	present	Commissioner Hejny	present
Mayor Pro Tem Espedal	present	Commissioner Watson	present
Commissioner Falkenbach	present	Commissioner Pierce	present
Commissioner Jones	present		

The invocation was given by Commissioner Shirley Watson.

The Pledge of Allegiance was led by Mayor Isbell.

B. CANVASS OF ELECTION RESULTS

B.1. Discuss and consider a Resolution canvassing the results of the General Election held on May 2, 2026, for the purpose of electing a Mayor Pro Tem, a Commissioner Ward 2, and a Commissioner Ward 4, each to serve three-year terms.

Mayor Isbell read the item and the Election Returns for the May 2, 2026, General Election, as certified by Ellis County Elections Administrator Jana Onion:

Mayor Pro Tem

CANDIDATE	VOTES RECEIVED	VOTE %
DAVID ESPEDAL	574	57.63%
CHAD WESTER	349	35.04%
TREVOR WILHOITE	73	7.33%
TOTAL VOTES CAST	996	100%

Commissioner Ward 2

CANDIDATE	VOTES RECEIVED	VOTE %
CHRISTIE HONZA	53	43.44%
BRUCE JONES	69	56.56%
TOTAL VOTES CAST	122	100%

Commissioner Ward 4

CANDIDATE	VOTES RECEIVED	VOTE %
DARYL RAY SPENCE	55	41.04%
DORIS POLK	79	58.96%
TOTAL VOTES CAST	134	100%

Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve a Resolution canvassing the results of the General Election held on May 2, 2026. A vote was cast, 7 in favor, 0 against. Motion passed.

C. CERTIFICATE OF ELECTION AND OATH OF OFFICE

C.1. Present Certificate of Election and Administer Oath of Office to:

Mayor Pro Tem Espedal, re-elected to serve a three year term expiring May 2029

Commissioner Ward 2 Bruce Jones, re-elected to serve a three year term expiring May 2029

Commissioner Ward 4 Elect Doris Polk, elected to serve a three year term expiring May 2029

Mayor Isbell presented Certificates of Election and administered Oaths of Office to Mayor Pro Tem David Espedal, Commissioner Ward 2 Bruce Jones, and Commissioner Ward 4 Doris Polk.

[Commissioner Watson departed the dais at 6:16 P.M., and Commissioner Polk assumed her seat at the dais at 6:16 P.M.]

D. DEVELOPMENT PROCESS WORKSHOP

D.1. Development Process Overview

D.2. Board & Commission Roles

D.3. Pre-Application

D.4. Annexation

D.5. Zoning

D.6. Concept, Development, and Site Plans

D.7 Civil Plans and Platting

D.8. Building Permits and Construction

D.9. Inspections and Occupancy

D.10 OpenGov Portal and Workflow

D.11. Key Pinch Points and Takeaways

Kevin Howard, Community Health and Development Director, presented a workshop regarding the development process. The workshop included an overview of the development process; board and commission roles; pre-application procedures; annexation; zoning; concept, development, and site plans; civil plans and platting; building permits and construction; inspections and occupancy; the OpenGov portal and workflow; and key pinch points and takeaways. Mr. Howard answered questions from the Commission throughout the workshop.

E. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 7:34 P.M.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Approval of a Resolution authorizing the Mayor to execute the First Amended and Restated Special Response Team Interlocal Agreement between Ellis County and the City of Ennis to include participation of the Ennis Fire Department.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Fire

Staff Contact: Bill Evans, Fire Chief

BACKGROUND INFORMATION:

On February 18, 2025, via Resolution No. 25-0218-H4, the City Commission approved an interlocal agreement with Ellis County establishing participation in a regional Special Response Team (SRT) through the Ennis Police Department. The agreement was subsequently executed in April 2025.

Ellis County has requested an amendment to the agreement to expand participation by incorporating members of the Ennis Fire Department into the SRT. Specifically, the Ennis Fire Department will provide Texas Commission on Law Enforcement (TCOLE) licensed firefighter/paramedics to serve as tactical paramedics. These personnel will deliver advanced life support (ALS) medical care during high-risk law enforcement operations, ensuring immediate on-scene medical intervention for both responders and civilians.

The proposed First Amended and Restated Interlocal Agreement formalizes this expanded role and strengthens interagency coordination, operational readiness, and responder safety across the region.

FINANCIAL IMPACT:

No major fiscal impact is anticipated at this time. Personnel participation will be managed within existing staffing and operational budgets. Any future costs associated with specialized equipment or training will be addressed through the normal budget process.

POLICY IMPLICATIONS:

Safe and Healthy Community - Invest in innovative programming, collaborative community partnerships, and provide the resources needed to help ensure public safety and wellbeing for people in Ennis.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[RESOLUTION NO.-Ellis County - Special Response Team First Amended ILA - Pdf](#)

F.4.



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDED AND RESTATED SPECIAL RESPONSE TEAM INTERLOCAL AGREEMENT BETWEEN ELLIS COUNTY AND THE CITY OF ENNIS; PROVIDING FOR PARTICIPATION OF THE ENNIS FIRE DEPARTMENT.

WHEREAS, on February 18, 2025, via Resolution No. 25-0218-H4, the City Commission approved an interlocal agreement with Ellis County for City participation through Ennis Police Department in a Special Response Team ("SRT") in the greater Ellis County region (the "Agreement"); and

WHEREAS, the City and Ellis County executed the Agreement in April 2025; and

WHEREAS, Ellis County has requested that the parties include in the SRT members of the Ennis Fire Department to provide tactical paramedic services, ensuring immediate medical care is available during operations; and

WHEREAS, an amendment to the Agreement is necessary to effectuate the addition of the Ennis Fire Department members to the SRT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: The First Amended and Restated Special Response Team Interlocal Agreement between Ellis County and the City of Ennis is approved, and the Mayor is authorized to execute any documents in connection herewith.

SECTION 2: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

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LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

STATE OF TEXAS

§

COUNTY OF ELLIS

§

§

**FIRST AMENDED AND RESTATED SPECIAL RESPONSE TEAM
INTERLOCAL AGREEMENT
BETWEEN ELLIS COUNTY AND THE CITY OF ENNIS**

This First Amended and Restated Interlocal Agreement ("Agreement") is made and entered into by and between the City of Ennis, Texas (hereinafter called "City"), and Ellis County, Texas (hereinafter called "County"), each acting by and through its duly authorized officials. City and County may be referred to individually as the "Party" or collectively, the "Parties."

WHEREAS, the County and the City have determined there exists an ongoing need for a Special Response Team ("SRT") in the greater Ellis County region; and

WHEREAS, the SRT would operate a specially trained group of peace officers who work as a team to bring about the safe and successful resolution of the most dangerous law enforcement incidents in Ellis County; and

WHEREAS, the SRT would include members of the Ennis Fire Department to provide tactical paramedic services, ensuring immediate medical care is available during operations; and

WHEREAS, it would be inefficient and ineffective for the Ellis County Sheriff's Office and the City of Ennis to have separate and independent Special Response Teams; and

WHEREAS, the Interlocal Cooperation Act (hereinafter the "Act"), Chapter 791 of the Texas Government Code provides the authority for Ellis County, Texas, and the City of Ennis, Texas, to enter into an Interlocal Agreement for the creation and operation of a joint SRT Unit called the "Ellis County Special Response Team;"

THEREFORE, County, acting through its duly authorized County Judge and Sheriff, and City, acting through its duly authorized Mayor, hereby agree to the following terms and conditions:

1. PARTICIPATING ENTITIES:

The Ellis County Sheriff's Office ("Sheriff's Office"), the Ennis Police Department, and the Ennis Fire Department.

2. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall be effective from the date of the last signature of a Party.

3. GOVERNING BODY AUTHORIZATION:

This Agreement is authorized by Ellis County Commissioners Court and Ennis City Commission, pursuant to 791.011(d)(1) of the Texas Government Code.

4. GRANTS OF AUTHORITY:

For law enforcement purposes associated with this Agreement, officers of the Ennis Police Department and the Ennis Fire Department designated to be members of the Ellis County SRT are granted full peace officer authority throughout Ellis County when acting in their capacity as a member of the Ellis County SRT.

5. DESIGNATION OF SRT MEMBERS:

Designees to The Ellis County SRT shall be selected in the following manner:

- a. From the Ellis County Sheriff's Office: Deputies and corresponding rank to be determined by the Sheriff.
- b. From the Ennis Police Department: Officers and corresponding rank to be determined by the Chief of Police.
- c. From the Ennis Fire Department: Officers and corresponding rank to be determined by the Fire Chief. Such officers shall be certified firefighter/paramedics that also are commissioned peace officers through the Texas Commission on Law Enforcement ("TCOLE")
- d. The Ellis County Sheriff, Ennis Chief of Police, and the Ennis Fire Chief may change the number and designation of personnel by written agreement signed by the Sheriff, Chief of Police, and Fire Chief. The Sheriff of Ellis County shall designate one member from the above compliment to serve as the SRT Commander. SRT personnel shall report to and be supervised by the SRT Commander, who shall report to the Ellis County Sheriff through the chain of command.
- e. Deputies and Officers designated by the Sheriff, Fire Chief, or Chief of Police to be a part of the SRT, are subject to an initial test of physical ability and firearms proficiency to perform the functions expected of them while acting in their capacity as a member of the SRT. All members will be subject to periodic tests of physical ability and firearms proficiency as agreed upon by the Sheriff, Fire Chief, and Chief of Police.
- f. Should the SRT Commander deem a designated member of the SRT from any participating entity to be unfit or unable to serve as a member of the SRT, he/she has the authority to temporarily suspend the individual from SRT activities. Upon temporary suspension of any SRT member, the SRT Commander will provide written notice of such suspension to the Sheriff and to the Chief of Police if the suspended member is a police officer or to the Fire Chief if the suspended member is a firefighter/paramedic. The SRT Commander will include in such notice an explanation for the temporary suspension and a recommendation as to the continued participation of the suspended member in SRT activities.

6. SRT SUPERVISION:

Supervision of SRT personnel, guidance of SRT operations, and administrative matters related to SRT activities will be the responsibility of the SRT Commander.

7. SRT RESPONSIBILITIES:

- a. The Ellis County SRT is responsible for responding to, assessing, and resolving critical incidents, hostage situations, barricaded subjects, high risk warrant service, terrorist events, providing high threat/dignitary protection, and other missions as directed by the Ellis County Sheriff, the Fire Chief, and/or the Ennis Chief of Police.

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- b. The mission of the Ellis County SRT is to provide tactical, administrative, and training assistance to all members of the Ellis County Sheriff's Office, Ennis Police Department, and other Law Enforcement Agencies. The mission is also to provide education to the citizenry, and to strive to enhance the basic premise upon which the concept of SRT is based, the saving of lives.
- c. While the Ellis County SRT's primary area of operation is within the territorial jurisdiction of Ellis County, there are times when deployment in areas outside of the territorial confines of Ellis County is necessary. In the event of deployment outside of the territorial confines of Ellis County, notification to the Sheriff, the Fire Chief, and Ennis Chief of Police or his designee will be made through the chain of command.

8. ELLIS COUNTY SRT STANDARD OPERATING PROCEDURES:

- a. All member agencies and their respective designees agree to follow and operate under the policies and procedures of the SRT established by the Ellis County Sheriff's Office while acting in their capacity as a member of the Ellis County Special Response Team. Copies of the policies and procedures will be provided to the City of Ennis Police Department and the City of Ennis Fire Department and disseminated to those designated as team members. Updates, addendums, or changes to the standard operating procedures relating to the SRT will be disseminated in a timely manner.
- b. Activation and deployment criteria of the SRT will be determined by written agreement between the Sheriff, Fire Chief, and Chief of Police.

9. FUNDING AND EXPENDITURES:

- a. Funds for expenditures listed on the attached Exhibit A shall be provided by the respective agencies of each designated officer to the SRT.
- b. The Ellis County Sheriff's Office and the City of Ennis acknowledge that funding under this Agreement will be made from current revenues available to each of the entities. Funds for the participation in this Agreement have been provided through their respective budgets or allotments approved by the Commissioners Court and the City Commission for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the Sheriff's Office, the Fire Department, and the Police Departments to be included in each proposed budget within the foreseeable future. The Sheriff's Office, the Fire Department, and the Police Department expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent participation in this Agreement. The Sheriff's Office, the Fire Department, and the Police Department agree to make appropriate budgetary requests to their respective governing authorities for each fiscal year in which this Agreement is in effect.
- c. For single use items such as, but not limited to, ammunition, distraction devices, chemical agents, less lethal chemical and impact rounds, gas mask filters etc., County and City agree to provide funding for replacement within the budgetary mechanisms of each entity to ensure that a sufficient stock of these type of single-use supplies are in inventory to insure the SRT is equipped with the proper tools to handle those situations it is tasked with resolving.
- d. Routine repair and maintenance of equipment is the responsibility of the agency that purchased the equipment for team use.

- e. Any necessary repair or replacement of equipment or assets that is a result of accident, negligence, or an intentional act is the responsibility of the agency that employs the member responsible for said damage.

10. LIABILITY AND DAMAGES:

- a. "Claims" or "damages" means all types of claims, demands, and disputes, and all types of damages, including personal injury, damage to real or personal property, fines or penalties, attorney 's fees, expert costs, litigation or ADR costs, and interest. "Acts or omissions" means all types, including those constituting negligence, gross negligence, any sort of misrepresentation, breach of contract, violation of statute, or other actionable conduct. "Third party - practice rights" means all forms of third-party practice, including claims for contribution or indemnity, defenses (proportionate responsibility), and practice under Rules 34, 38, and 39 of the TRCP and chapters 32 and 33 of the TCP RC or their counterparts in other jurisdictions. This section's rights and duties apply at all stages of a dispute or lawsuit.
- b. Each Party remains the employer of its own employees, principal to its own agents, and owner of its own property. The Parties are not agreeing to act as co-employers by virtue of this Agreement alone.
- c. Each Party to this Agreement shall accept responsibility for any claim, damages, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring during the Agreement. City, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence and County, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. Responsibility for civil liability under this section is assigned pursuant to Texas Government Code Section 791.006(a-1). Assignment of liability under this section is intended to be different than liability otherwise assigned under Texas Government Code Section 791.006(a).

In the event of joint and concurrent negligence, City and County agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each Party shall be responsible for any and all

F.4.

claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

- d. No Party will sue another Party for personal injuries or property damages resulting from the acts or omissions of the first Party's employees, including (1) personal injury or property damage suffered by the first Party or its own employees, or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a Party from suing another Party for personal injuries or property damage that results from the acts or omissions of the other Party. Also, this provision does not limit a Party's right to assert its third-party-practice rights, including the right to designate the other Party as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.
- e. This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a Party.
- f. If a person, who is not a party to this Agreement, files or asserts a claim against a Party to this Agreement, then the Parties will assert and pursue all immunity and other defenses against the claim. But each Party may also pursue its third-party-practice rights against the other Party in the context of a claim by a person who is not a party to this Agreement.
- g. A Party is entitled only to the benefit of its bargain under this Agreement. A Party is not liable to the other Party for *other* consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. A Party will not sue for such damages.
- h. Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by any Party of its constitutional, statutory, or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflict with any other provision in this Agreement, the terms of this paragraph shall control.

11. TERM AND TERMINATION:

- a. All other Inter-local Agreements for the creation and operation of a joint Ellis County SRT between the Parties to this Agreement that were created prior to the Effective Date of this Agreement, if any, are hereby revoked and voluntarily terminated by the parties to this Agreement.
- b. Subject to the availability of funding as set forth above in Section 9(b), this Agreement shall remain in force and effect for annual periods effective each October 1st, unless any party gives the other parties written notice of its intention to terminate this Agreement at least thirty (30) days in advance of an anniversary of that date. The decision to terminate the Agreement by any one Party will not impact all other Parties' participation in this Agreement.
- c. Upon any termination of this Agreement, each item of equipment purchased for the Ellis County SRT will be kept and maintained by the agency that originally purchased that equipment.

12. PUBLIC INFORMATION OFFICER (PIO):

F.4.

The Ellis County Sheriff's Office will be responsible for releasing any information to the media as it relates to the SRT and SRT operations. For incidents occurring within the geographic boundaries served by one of the member police departments, the Ellis County Sheriff's Office will coordinate media releases with the PIO from that respective agency.

13. SEVERABILITY:

If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid for any reasons, the remaining provisions shall remain in full force and effect.

14. SURVIVAL:

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 9, 10, 11, 12, 13, 14, 15 and 16.

15. WAIVER BY PARTY:

Unless otherwise provided in writing by the waiving party, a waiver by any of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

16. ENTIRE AGREEMENT; AMENDMENT:

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

17. GOVERNING LAW AND VENUE:

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Venue shall be a court of competent jurisdiction in Ellis County, Texas.

18. RELATIONSHIP OF THE PARTIES:

This Agreement is not intended to create, nor should it be construed as creating a joint enterprise, a partnership, association, joint venture or trust.

19. NOTICE.

Notices to City shall be deemed given when delivered in person to the City Manager or on the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at P.O. Box 220, Ennis, Texas 75120.

Notices to County shall be deemed given when delivered in person to the County Judge or on the next business day after the mailing of said notice addressed to said County by United States mail, certified or registered mail, return receipt requested, and postage paid at 101 W. Main Street, Suite 104 (1st Floor),

F.4.

Waxahachie, Texas 75165.

The parties to this Interlocal Agreement for an Ellis County Special Response Team hereby agree to the terms and conditions contained herein as is evidenced by their signatures below:

COUNTY OF ELLIS

CITY OF ENNIS

County Judge – John Wray

Mayor – Lynda Isbell

Date

Date

EXHIBIT A

RESPECTIVE AGENCY EXPENDITURES:

1. Salaries, benefits, and insurance of assigned personnel.
2. Vehicles and operating expenses for assigned personnel.
3. Vehicular and portable radio equipment and operating expenses for assigned personnel.
4. Insurance coverage for assigned personnel.
5. Overtime or compensatory time pay and benefits for assigned personnel.
6. Non-SRT Team related training as required by agency.
7. SRT Team related training as determined by the Team Commander, Operation Captain, Chief Deputy /Sheriff, Fire Chief, and/or Chief of Police.
8. Non-SRT Team related travel required by agency.
9. SRT related travel as determined by the Team Commander, Operation Captain, Chief Deputy /Sheriff, Fire Chief, and/or Chief of Police.
10. SRT Team equipment and supplies as determined by the Team Commander, Operation Captain, Chief Deputy /Sheriff, Fire Chief, and/or Chief of Police.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive in a sum not to exceed Fifty-Eight Thousand Three Hundred Sixty-Four Dollars and Zero Cents (\$58,364.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Public Works

Staff Contact: Douglas Taylor, Utility Operations Director

BACKGROUND INFORMATION:

The Sleepy Hollow Manor Subdivision has experienced pavement deterioration, including cracking, surface failures, and localized settlement, due to Woodcrest Drive serving as the approved detour route during The Hollow development and Sleepy Hollow Road reconstruction projects. City staff solicited pricing for rehabilitation work consisting of concrete removal and replacement, subgrade repair, and associated improvements, which includes approximately 58.34 cubic yards of concrete for fourteen (14) street panels and two (2) storm inlets. Boardwalk Paving submitted a responsive proposal that meets the project specifications and schedule requirements. The project scope includes the 700 through 900 blocks of Woodcrest Drive and the intersection of Woodcrest Drive and Hackberry Drive.

FINANCIAL IMPACT:

Funding for Woodcrest Drive and Hackberry Drive Pavement Project is included in the Street Reconstruction fund (401-316-43070), with payments to be made in accordance with Exhibit A.

POLICY IMPLICATIONS:

Approval of this item complies with the City's purchasing policies and applicable state law.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[ABF Concrete Woodcrest Dr. repair quote 3-26-2026 #1 Amount \\$50,281.00](#)
[ABF Concrete Woodcrest Dr. repair quote 3-26-2026 #2 \\$9,990](#)
[Boardwalk Paving and Construction Proposal - City of Ennis\(1\)](#)
[Mike Herrera Construction Woodcrest Dr. repair Quote 5-7-2026 amount \\$60,504.00](#)
[Woodcrest repair quotes](#)

F.5.

[RESOLUTION NO.-Street Concrete Slab Replacement Project for Woodcrest Dr. and Storm Inlet Repairs on Hackberry Dr. - Pdf](#)

ABF CONCRETE, LLC

PROPOSAL

5501 LAKEVIEW DRIVE
 ENNIS, TEXAS 75119
 469-337-8802

DATE: 03/26/2026

TO:
 CITY OF ENNIS
 P.O. BOX 220
 ENNIS TEXAS 75120

**COMMENTS OR SPECIAL INSTRUCTIONS:
 CONCRETE PROJECT**

SALESPERSON	P.O. NUMBER	REVISION	INVOICE	PROPOSAL	TERMS
ADAM FUENTES				03262026	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
702 WOODCREST	21'X6'X7" (54 LF OF SAW CUTTING @ \$7.00 PER LF)		\$2520.00
710 WOODCREST	23'X13'X7" (72 LF OF SAW CUTTING @ \$7.00 PER LF)		\$5587.00
717 WOODCREST	13"X15x7" (56 LF OF SAW CUTTING @ \$7.00 PER LF)		\$3707.00
800 WOODCREST	30'X26'X17" (112 LF OF SAW CUTTING @ \$7.00 PER LF)		\$14,044.00
808 WOODCREST	6'X6'X7" 9'X13'X7" (91 LF OF SAW CUTTING @ \$7.00 PER LF)		\$5427.00
902 WOODCREST	12'X9X7" 16'X26'X7" 13'X9'X7" (170 LF OF SAW CUTTING @ \$7.00 PER LF)		\$12,087.00
902 WOODCREST	(2) SECTIONS OF 8 FEET OF CURBING (16 TOTAL LF @ \$80.00 PER LF) (16 LF OF SAW CUTTING @ \$7.00 PER LF)		\$1392.00
906 WOODCREST	15'X17'X7" (2) 5'X3X7" (96 LF OF SAW CUTTING @ \$7.00 PER LF)		\$5517.00

SUBTOTAL	
SALES TAX	
TOTAL DUE	\$50,281.00

Make all checks payable to ABF CONCRETE, LLC
 If you have any questions concerning this invoice, contact ADAM FUENTES @ 469-337-8802 or fuentesadam85@gmail.
 THANK YOU FOR YOUR BUSINESS

ABF CONCRETE, LLC

PROPOSAL

5501 LAKEVIEW DRIVE
 ENNIS, TEXAS 75119
 469-337-8802

DATE: 03-25-2026

TO:
 CITY OF ENNIS
 P.O. BOX 220
 ENNIS, TEXAS 75120

**COMMENTS OR SPECIAL INSTRUCTIONS:
 WOODCREST STORM DRAIN INLET COVER PROJECT**

SALESPERSON	P.O. NUMBER	REVISION	INVOICE	PROPOSAL	TERMS
ADAM FUENTES				03252026	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
(2) 11'X4' STORM DRAIN TOP	MOBILIZATION AND DEMOBILIZATION, FUEL AND EQUIPMENT TO WORKSITE. PLACE WORK SIGNS AS NEEDED		
	CUT AND REMOVE CONCRETE FROM WORKSITE LOCATION TOP OF DAMAGED STORM DRAIN INLET COVER. PLACE FORMS AND ½" REBAR IN PLACE. PLACE AND FINISH 4000 PSI CONCRETE		
	HAUL OFF SPOILS OFF SITE AND CLEAN UP WORK AREA		
	PROJECT TO INCLUDE LABOR, MATERIALS AND EQUIPMENT TO COMPLETE PROJECT		
	PLACE TOPSOIL AND SEED AT WORK LOCATION WHEN PROJECT HAS BEEN COMPLETED		

SUBTOTAL	\$9990.00
SALES TAX	
TOTAL DUE	\$9990.00

Make all checks payable to ABF CONCRETE, LLC
 If you have any questions concerning this invoice, contact ADAM FUENTES @ 469-337-8802 or fuentesadam85@gmail.
 THANK YOU FOR YOUR BUSINESS



Boardwalk Paving & Construction LLC
 Boardwalk Plating LLC
 Boardwalk Concrete Sawing LLC
 Blue Construction Equipment LLC

cell 972.907.1133
 office 972.278.8135
 2830 S. Jupiter Rd Garland, TX 75041
 boardwalkpaving.com

City of Ennis- Concrete Quote

5/7/2026

Overview

Boardwalk Paving & Construction submits this bid with the intention of improving street conditions at Woodcrest Dr Ennis, TX

Scope

- Ernest,
-
- Please allow **\$58,364.00** plus taxes if applicable for the following:
-
- Woodcrest Dr. Repairs:
- 702 Woodcrest – 21' X 6' X 7" = 2.72 cu. yds.
- 710 Woodcrest – 23' X 13' X 7" = 6.46 cu. yds
- 717 Woodcrest – 13' X 15' X 7" = 4.21 cu. yds
- 800 Woodcrest – 30' X 26' X 7" = 16.85 cu. yds
- 808 Woodcrest – 6' X 6' X 7" = 0.78 cu. yds
- 19' X 13' X 7" = 5.34 cu. yds
- 902 Woodcrest - 12' X 9' X 7" = 2.33 cu. yds
- 16' X 26' X 7" = 8.99 cu. yds
- Curb #1 8' Long = 0.18 cu. yds
- Curb #2 8' Long = 0.18 cu. yds
- Near Mailbox 13' X 9' X 7" = 2.53 cu. yds
- 906 Woodcrest - 15' X 17' X 7" = 5.51 cu. yds
- Not marked - 5' X 3' X 7" = 0.32 cu. yds
- Near ADA Ramp – 5' X 3' X 7" = 0.32 cu. yds
- 2 Storm inlet lids on Hackberry near Woodcrest intersection. (Both sides of Roadway)
- 11' X 4' X 6" = 0.81 cu. yds
- 11' X 4' X 6" = 0.81 cu. yds
- Total Cu. Yds. = 58.34
- Boardwalk will have in house Traffic control set up, saw cut existing, remove, pour back to city specs. Come back to clean up work area.

"Boardwalk Paving & Construction, LLC ("Contractor") shall perform only the work expressly described in this written proposal. Any work not specifically listed is excluded; however, additional work requested or authorized by Owner, general contractor, HOA representative, inspector, or other governing authority, whether verbally in the field, by directive, or by site instruction, shall constitute extra work and shall be billable as additional compensation. Field tickets, daily reports, superintendent logs, email correspondence, or documented inspector directives shall be sufficient evidence of authorization. Verbal statements or prior discussions shall not expand the original scope without corresponding compensation. Unless expressly included, the following are excluded: flowable fill, high early concrete, pavement striping or markings, sealants, traffic control, permits and associated fees, testing, surveying, engineering, landscaping, irrigation restoration, steel plates, or specialty/regulatory requirements. If any governing authority, municipality, inspector, owner, HOA, general contractor, or other third party requires additional work, material upgrades, depth changes, expanded limits, or compliance modifications after execution of this proposal, such requirements shall constitute additional work and may result in an adjustment to price and schedule. Pricing is based on reasonable visual inspection and assumptions regarding existing depths, thicknesses, base conditions, and soil stability. If actual site conditions differ from those reasonably anticipated, including but not limited to increased asphalt or concrete thickness, unsuitable subgrade, additional base removal, obstructions, roots, unknown structures, or expanded work areas, Contractor reserves the right to adjust pricing and schedule accordingly.

Underground conditions cannot be fully identified prior to excavation. The contracting party is solely responsible for identifying and clearly marking all private utilities and subsurface improvements, including but not limited to irrigation

F.5. Systems, sprinkler lines, valves, wiring, drainage piping, electrical lines, plumbing lines, gas lines not located by 811, and any

other underground installations. Contractor shall not be liable for damage to unmarked or improperly marked private utilities or subsurface improvements. If Contractor elects to perform repairs to damaged utilities or irrigation systems, such repairs shall be treated as additional work and billed accordingly. Contractor is not responsible for pre-existing cracks, structural deficiencies, cosmetic blemishes, minor incidental surface disturbance, settlement due to unstable soils, landscape replacement, water loss, system reprogramming, loss of use, delay damages, or consequential or third-party damages. Work is subject to weather conditions and events beyond Contractor's control. Contractor's total liability, if any, shall not exceed the contract amount for the specific work performed. Acceptance of this proposal constitutes agreement to these terms and conditions."Quote valid for 30 days.

Signature: _____ Date: _____

Signature: _____ Date: _____

Luke Russell
luke@boardwalkpaving.com
972-907-1133
2830 South Jupiter Road, Garland, TX 75041
www.boardwalkpaving.com

We always leave a job site better than before we were there, we strive for greatness in all aspects of the construction process and pride ourselves on exceptional work and a perfectionist mentality.

Estimate

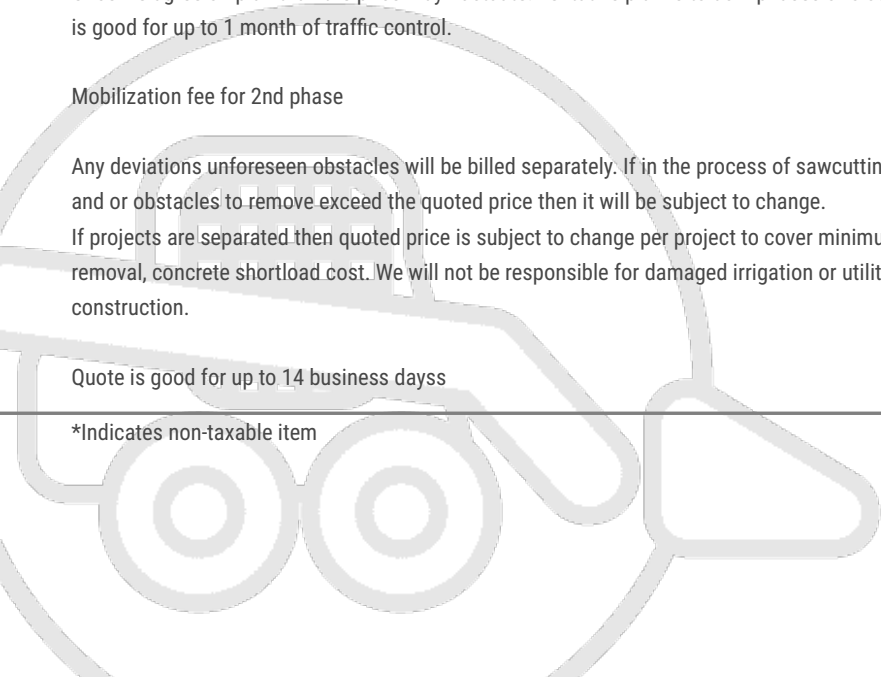
Mike Herrera

For: Ernest Willis City Of Ennis
 ewillis@ennistx.gov
 (972) 268-5147

Estimate No: 174
 Date: 05/07/2026

Description	Quantity	Rate	Amount
Woodcrest repairs on pavingg	1	\$0.00	\$0.00*
2419 sqft of paving flatwork and curb Scope include sawcutting, removing and hauling off This quote is good up to 8" concrete thick	1	\$9,800.00	\$9,800.00*
Scope of work is replacing paving with high early concrete and or 5000 psi concrete mix. This quote is good for 7" of concrete. Reabar will be #4 @ 12" centers. #4 dowels @ 12" centers	2,419	\$16.00	\$38,704.00*
2 inlet repairs 11x4x6" Demo existing concrete and raise to existing levell	2	\$3,500.00	\$7,000.00*
Traffic control Man less traffic control No plan was provided so the quoted price includes plan provided by provider Once we agree on plan than the price may fluctuate. Tentative plan is to do 2 phases of closed street sections. This quote is good for up to 1 month of traffic control.	1	\$3,250.00	\$3,250.00*
Mobilization fee for 2nd phase	1	\$1,750.00	\$1,750.00*
Any deviations unforeseen obstacles will be billed separately. If in the process of sawcutting and removing the thickness and or obstacles to remove exceed the quoted price then it will be subject to change. If projects are separated then quoted price is subject to change per project to cover minimum cost of labor, sawcutting, removal, concrete shortload cost. We will not be responsible for damaged irrigation or utilities not located before construction.	1	\$0.00	\$0.00*
Quote is good for up to 14 business dayss	1	\$0.00	\$0.00*

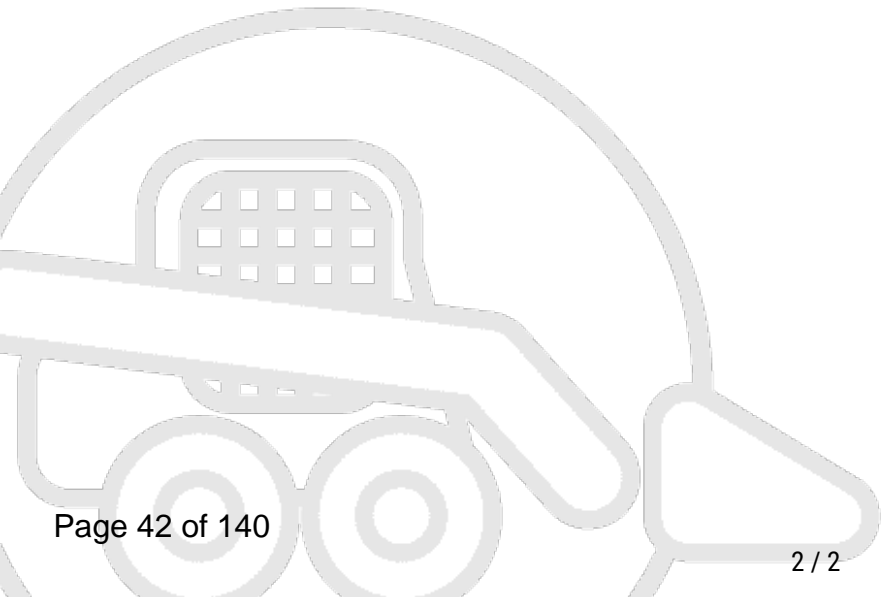
*Indicates non-taxable item



F.5.

Subtotal	\$60,504.00
Total	\$60,504.00

Total \$60,504.00



Woodcrest Repairs Quotes				
Contractor	Contact method	Date	Date received quote	Quote Amount
ABF Concrete	Email	3/19/2026	3/26/2026	\$60,271.00
TxBit	Email	4/22/2026	No Response as of 5-7-2026	
Boardwalk Paving	Website	4/22/2026	5/4/2026	\$58,364.00
ECSP Contractors	Email	4/22/2026	Denied bid via email	
Rose Paving	Website	4/22/2026	No Response as of 5-7-2026	
Herrera Contracting	Email	4/22/2026	5/7/2026	\$60,504.00



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BOARDWALK PAVING AND CONSTRUCTION, LLC FOR THE CONCRETE REPAIRS AND STORM INLETS ON WOODCREST DRIVE AND HACKBERRY DRIVE IN A SUM NOT TO EXCEED FIFTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND ZERO CENTS (\$58,364.00), AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City Commission wishes to maintain their streets and roadways; and

WHEREAS, the funding for this project will be provided through the Streets and Roadway Maintenance account; and

WHEREAS, the Public Works Department contacted six (6) vendors for pricing, of which two (2) did not respond, and one (1) declined to bid; and

WHEREAS, the City received three responsive quotes, and Boardwalk Paving and Construction, LLC submitted the proposal that best met project specifications, schedule requirements, and pricing expectations, and was therefore identified as the approved bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Ennis, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2: Authorizes the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for the repairs on Woodcrest Drive and Hackberry Drive.

SECTION 3: It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been

enacted by the City Commission without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

From: [Luke Russell](mailto:Luke.Russell@ennistx.gov)
To: ewillis@ennistx.gov
Cc: mark@boardwalkpaving.com; [Stephanie Nance](mailto:Stephanie.Nance@ennistx.gov)
Subject: City of Ennis TX Concrete Quote
Date: Monday, May 4, 2026 3:34:30 PM
Attachments: [Outlook-lfxtvdvsd.png](#)

Ernest,

Please allow **\$58,364.00** plus taxes if applicable for the following:

Woodcrest Dr. Repairs:

702 Woodcrest – 21' X 6' X 7" = 2.72 cu. yds.
710 Woodcrest – 23' X 13' X 7" = 6.46 cu. yds
717 Woodcrest – 13' X 15' X 7" = 4.21 cu. yds
800 Woodcrest – 30' X 26' X 7" = 16.85 cu. yds
808 Woodcrest – 6' X 6' X 7" = 0.78 cu. yds
19' X 13' X 7" = 5.34 cu. yds
902 Woodcrest - 12' X 9' X 7" = 2.33 cu. yds
16' X 26' X 7" = 8.99 cu. yds
Curb #1 8' Long = 0.18 cu. yds
Curb #2 8' Long = 0.18 cu. yds
Near Mailbox 13' X 9' X 7" = 2.53 cu. yds
906 Woodcrest - 15' X 17' X 7" = 5.51 cu. yds
Not marked - 5' X 3' X 7" = 0.32 cu. yds
Near ADA Ramp – 5' X 3' X 7" = 0.32 cu. yds

2 Storm inlet lids on Hackberry near Woodcrest intersection. (Both sides of Roadway)

11' X 4' X 6" = 0.81 cu. yds
11' X 4' X 6" = 0.81 cu. yds

Total Cu. Yds. = 58.34

Boardwalk will have in house Traffic control set up, saw cut existing, remove, pour back to city specs. Come back to clean up work area.

*****We also now carry steel road plates, same day quick delivery, variety of sizes *****call or text 972 900 2094 ask for Luke Russell, plates delivered 24/7 365

Thanks

“Boardwalk Paving & Construction, LLC (“Contractor”) shall perform only the work expressly described in this written proposal. Any work not specifically listed is excluded; however, additional work requested or authorized by Owner, general contractor, HOA representative, inspector, or other governing authority, whether verbally in the field, by directive, or by site instruction, shall constitute extra work and shall be billable as additional compensation. Field tickets, daily reports, superintendent logs, email correspondence, or documented inspector directives shall be sufficient evidence of authorization. Verbal statements or prior discussions shall not expand the original scope without corresponding compensation. Unless expressly included, the following are excluded: flowable fill, high early concrete, pavement striping or markings, sealants, traffic control, permits and associated fees, testing, surveying, engineering, landscaping, irrigation restoration, steel plates, or specialty/regulatory requirements. If any governing authority, municipality, inspector, owner, HOA, general contractor, or other third party requires additional work, material upgrades, depth changes, expanded limits, or compliance modifications after execution of this proposal, such requirements shall constitute additional work and may result in an adjustment to price and schedule. Pricing is based on reasonable visual inspection and assumptions regarding existing depths, thicknesses, base conditions, and soil stability. If actual site conditions differ from those reasonably anticipated, including but not limited to increased asphalt or concrete thickness, unsuitable subgrade, additional base removal, obstructions, roots, unknown structures, or expanded work areas, Contractor reserves the right to adjust pricing and schedule accordingly.

Underground conditions cannot be fully identified prior to excavation. The contracting party is solely responsible for identifying and clearly marking all private utilities and subsurface improvements, including but not limited to irrigation systems, sprinkler lines, valves, wiring, drainage piping, electrical lines, plumbing lines, gas lines not located by 811, and any other underground installations. Contractor shall not be liable for damage to unmarked or improperly marked private utilities or subsurface improvements. If Contractor elects to perform repairs to damaged utilities or irrigation systems, such repairs shall be treated as additional work and billed accordingly. Contractor is not responsible for pre-existing cracks, structural deficiencies, cosmetic blemishes, minor incidental surface disturbance, settlement due to unstable soils, landscape replacement, water loss, system reprogramming, loss of use, delay damages, or consequential or third-party damages. Work is subject to weather conditions and events beyond Contractor’s control. Contractor’s total liability, if any, shall not exceed the contract amount for the specific work performed. Acceptance of this proposal constitutes agreement to these terms and conditions.”Quote valid for 30 days.

If the actual scope of work differs from what you see here written, please let me know and we

F.5.

will revise the quote to reflect these changes.

Thank you,

	Luke Russell
	Boardwalk Paving & Construction Boardwalk Plating Boardwalk Concrete Sawing Blue Construction Equipment C. 972-469-1250 O. 972-907-1133 F. 972-278-0661 Boardwalkpaving.com 2830 S Jupiter, Garland, TX 75041

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

The subject property, known as Creekside Reserve, is located in the 1700-1800 block of U.S. Highway 287, between S. Oak Grove Road and Ensign Road. Creekside Reserve is planned as a single-phase development totaling 30.649 acres, divided into residential and commercial sections.

The commercial portion of the proposed development encompasses approximately 5.058 acres, fronts US 287 and is currently zoned Agricultural (A). This district would offer a variety of amenities – including cafés, restaurants, and other neighborhood-oriented services – that would support the residential development at the rear of the site and enhance overall community activity and quality of life.

On April 13, 2026, the Planning and Zoning Commission held a public hearing and discussed and considered the applicant's zoning request for the subject property. The Commission voted in favor of the zoning change: 4 in favor, 3 against.

RECOMMENDATION:

The Planning and Zoning Commission recommends approval

ATTACHMENTS:

- [ZAXA-26-3 Narrative](#)
- [ZAXA-26-3 Zoning Exhibit](#)
- [ZAXA-26-3 Current & Proposed Zoning](#)
- [ZAXA-26-3 Creekside Reserve Concept Plan](#)
- [ZAXA-26-3 SPO Responses](#)
- [ZAXA-26-3 PPT Slides](#)

Creekside Reserve

Zoning Change Requests: R-7 Residential, NC Commercial, and Open Space

How They Fit the Purpose and Intent of Each District

Overview

Our goal is to make Creekside Reserve a mix of R-7 Residential, NC Neighborhood Commercial, and Open Space in floodplain areas, which makes sense for both the land and the community.

R-7 Residential Zoning

R-7 zoning is meant for neighborhoods with houses, duplexes, and sometimes townhomes or small apartments. The goal is to have stable, welcoming communities with green spaces and easy access to what residents need. Rules for lot sizes, building heights, and parking help keep things consistent and comfortable. Asking for R-7 zoning means more housing options and a good fit with nearby homes—helping neighborhoods grow while maintaining a friendly vibe.

NC Neighborhood Commercial Zoning

NC zoning lets you put in small stores, cafes, salons, or offices that serve locals—think places people can walk to for day-to-day errands. The rules are there to ensure these businesses don't overwhelm the area with noise or traffic, and to keep things like signs and landscaping in check. If you want NC zoning, you're supporting a lively, walkable neighborhood that keeps the local feel strong and provides residents with convenient places to shop or work.

Open Space for Flood Plains

Open Space zoning is all about protecting land that's likely to flood—keeping it as parks, trails, or nature areas instead of building on it. This helps prevent flood risks and keeps the environment healthy for everyone. By zoning floodplains as Open Space, you ensure these areas are safe, natural, and ready for recreation.

Conclusion

To sum up: changing to R-7, NC, and Open Space zoning aligns with what those districts are intended for. It means more housing options, useful neighborhood businesses, and protected green areas—making for a balanced, safe, and welcoming community.

G.1.

ZONING EXHIBIT

5.058 ACRE TRACT

WILLIAM M. MCKINNEY SURVEY, A-686
CITY OF ENNIS, ELLIS COUNTY, TEXAS

Owner: CEBN Enterprises LLC

Instrument No. 2231666

Real Property Records, Ellis County, Texas

WILLIAM POLLAN
25.58 ACRES
INST.# 1726162
R.P.R.E.C.T.

ALFREDO LIMON
MARISELA GARCIA LIMON
10.278 ACRES
INST.# 2134439
R.P.R.E.C.T.



ZONING:
"TH"

125 ENNIS LLC
TR 1 - 86.025 ACRES
INST.# 2405598
R.P.R.E.C.T.

ZONING:
"A"

MICHAEL R. DOWNING
LESLIE J. DOWNING
10.278 ACRES
INST.# 2201160
R.P.R.E.C.T.

ZONING:
"A"

ZONING:
"A"

GIDEON NKEMLEKE
RINA NKEMLEKE
10.278 ACRES
INST.# 2203722
R.P.R.E.C.T.

CUMMINS CREEK

ROBERT WAYNE HESTER
LEE ROY HESTER
AUBREY GERE HESTER
CALLED 33.02 ACRES
VOL. 827, PG. 833
D.R.E.C.T.

ZONING:
"A"

DOUGLAS W. STOKES
PAMELA STOKES
CALLED 25.23 ACRES
VOL. 691, PG. 514
D.R.E.C.T.

N59°49'01"E
48.50'

N88°05'55"E 762.74'

NEIGHBORHOOD COMMERCIAL
(C)
220,312 SQ. FT.
5.058 ACRES

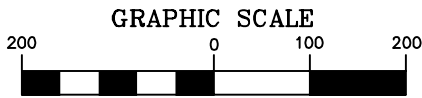
S01°54'05"E
300.00'

POINT OF
BEGINNING

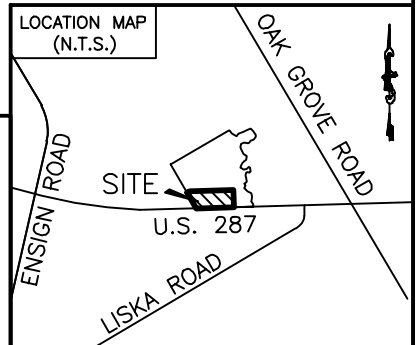
N30°23'55"W
315.21'

S88°05'55"W 655.05'

U.S. HIGHWAY NO. 287 BYPASS



1 inch = 200 feet



CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411

TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608

EXISTING: AGRICULTURAL (A) ZONING
PROPOSED: NEIGHBORHOOD
COMMERCIAL (C) ZONING

G.1.

ZONING:
NEIGHBORHOOD COMMERCIAL (C)
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF ELLIS

Being a tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas, and a part of a called 31.029 acre tract of land conveyed to CEBN Enterprises LLC by deed recorded in Instrument No. 2231666, Real Property Records, Ellis County, Texas, and being more particularly described as follows:

Beginning at a point for the southwest corner of said 31.029 acre tract and on the easterly line of a called 25.23 acre tract of land conveyed to Douglas W. Stokes and Pamela Stokes by deed recorded in Volume 691, Page 514, Deed Records, Ellis County, Texas;

Thence, North 30°23'55" West, along the westerly line of said 31.029 acre tract and the easterly line of said Stokes tract, a distance of 315.21 feet to a point for corner;

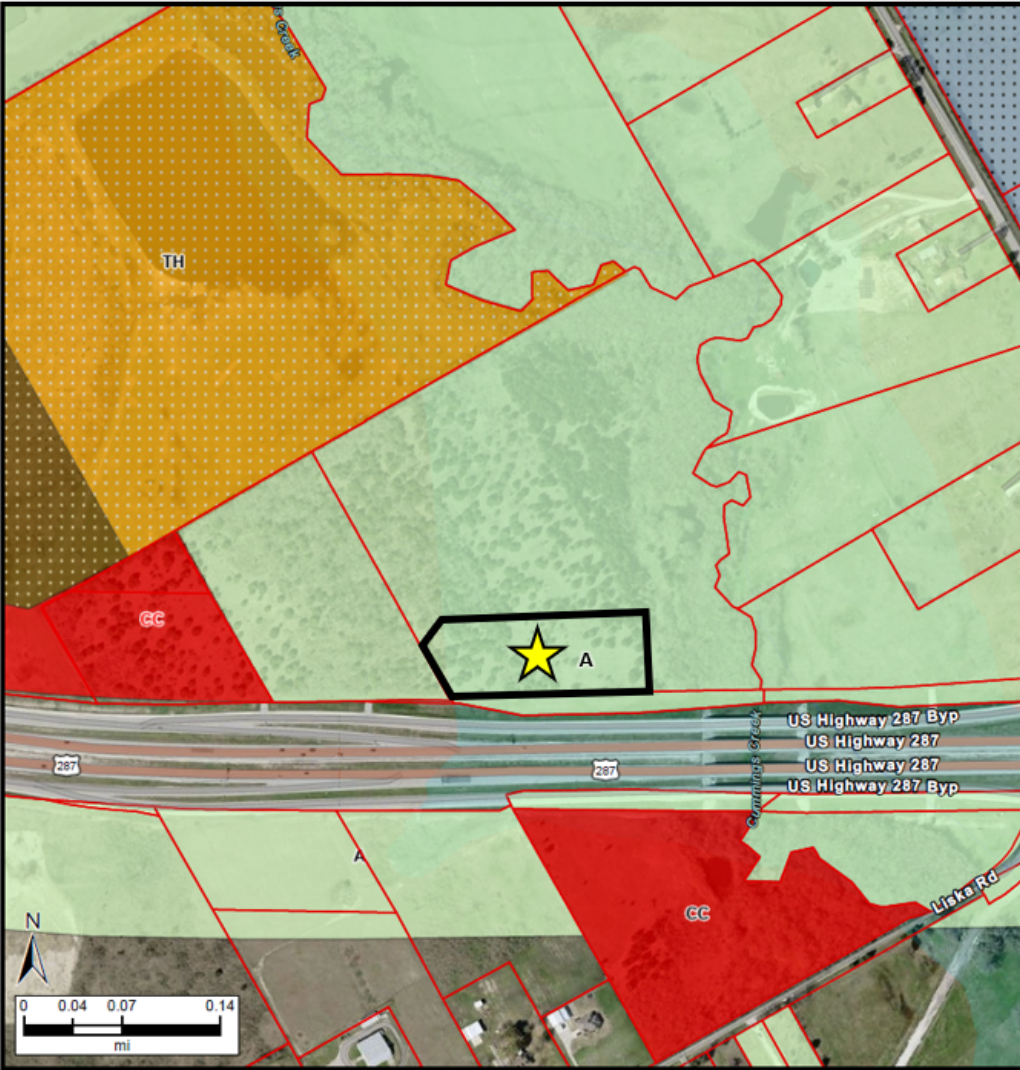
Thence, North 59°49'01" East, a distance of 48.50 feet to a point for corner;

Thence, North 88°05'55" East, a distance of 762.74 feet to a point for corner;

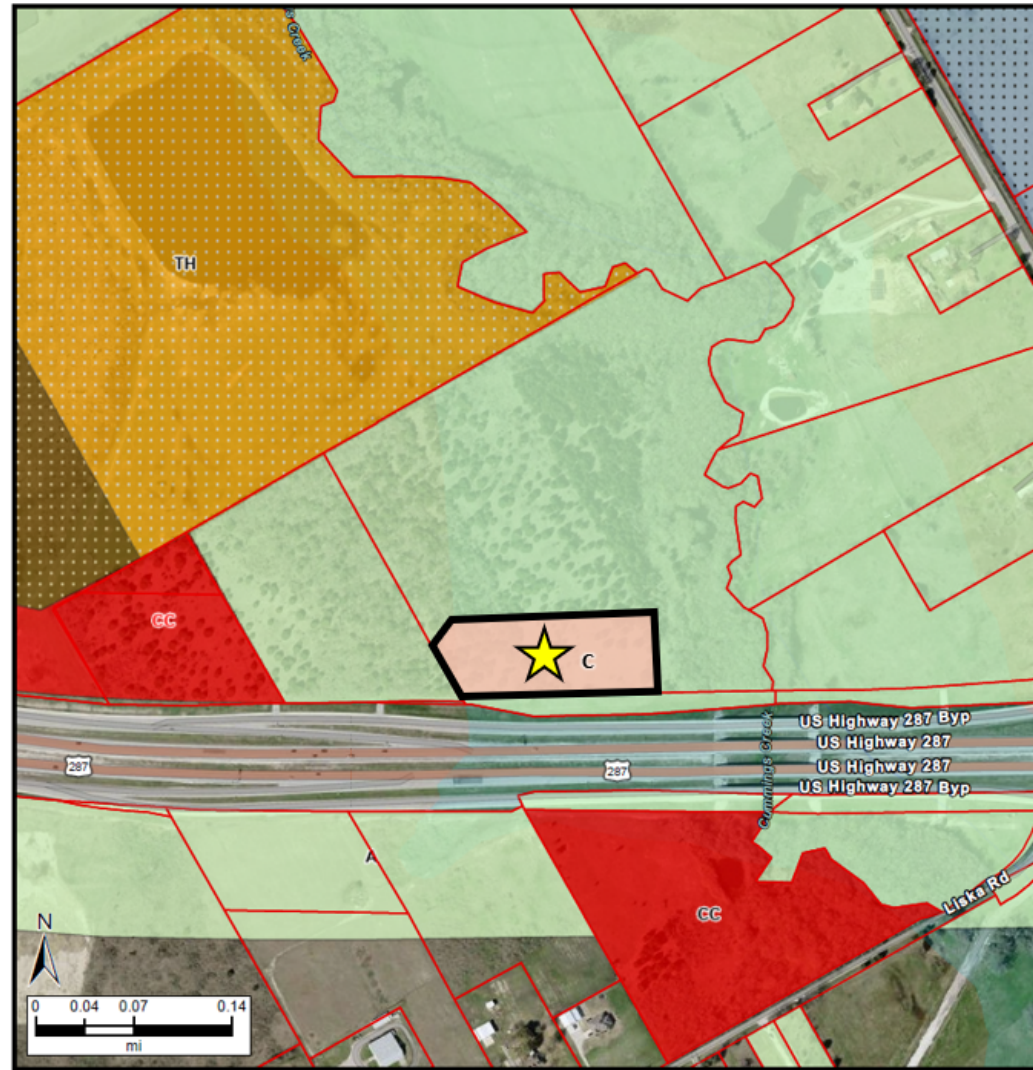
Thence, South 01°54'05" East, a distance of 300.00 feet to a point for corner on the south line of said 31.029 acre tract and being on the north right-of-way line of U.S. Highway No. 287 Bypass (variable width R.O.W.);

Thence, South 88°05'55" West, along the south line of said 31.029 acre tract and the north right-of-way line of U.S. Highway No. 287 Bypass (variable width R.O.W.), a distance of 655.05 feet to the Point of Beginning and containing 220,312 square feet or 5.058 acres of land.

Current Zoning



Proposed Zoning



4.2.5 Single-Family Residential District - (R-7)

Purpose: The single-family residential district is intended to provide for the development of single-family detached residential lots and accessory buildings. The district provisions encourage the use of single-family detached housing.

Figure 4.1 Lot Dimension Measurement

Figure 4.2 Setback Measurement

Figure 4.3 Height Measurement

(1) Density	(2) Dwelling Units/Acre (minimum)
10	20
15	30
20	40
25	50
30	60
35	70
40	80
45	90
50	100
55	110
60	120
65	130
70	140
75	150
80	160
85	170
90	180
95	190
100	200

(1) Purpose	(2) Density
The Neighborhood Commercial (C) zoning district is intended to provide for locally serving office, retail, and service uses that are compatible with residential areas. The district provisions encourage the use of single-family detached housing.	10
(3) Lot Dimensions	5,000
(4) Setback (minimum) feet	20
(5) Height (maximum) feet (minimum) (to the highest level of parapet or roof)	20
(6) Lot Coverage (maximum) percentage	20
(7) All structure on the lot	100%



CONCEPT PLAN

CREEKSIDE RESERVE

56 RESIDENTIAL LOTS
2 COMMERCIAL LOTS

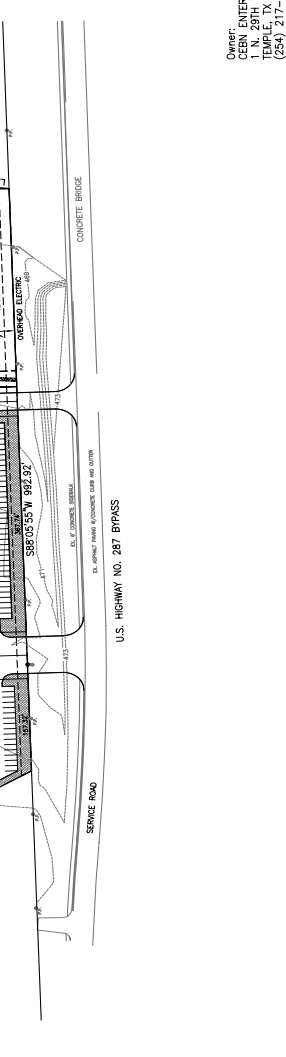
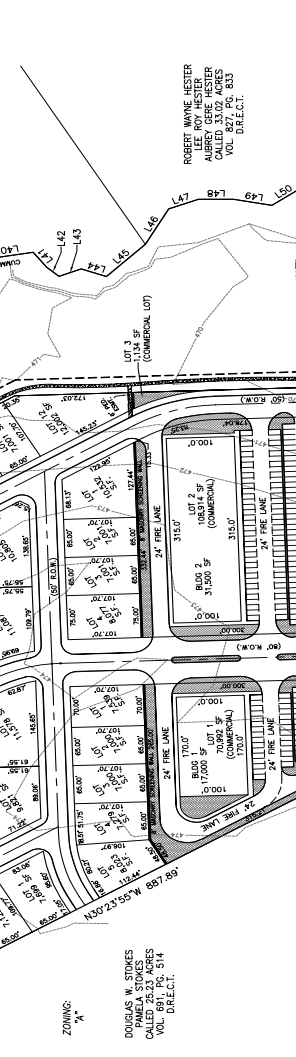
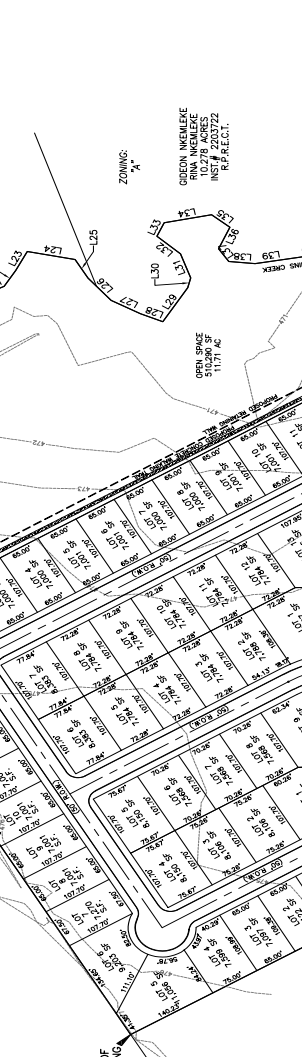
SINGLE PHASE DEVELOPMENT

30.649 ACRE TRACT

WILLIAM M. MCKINNEY SURVEY, A-686
CITY OF ENNIS, ELLIS COUNTY, TEXAS

JANUARY 28, 2026

Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	S 87°02'48"E	19.08'	L19	S 15°50'18"E	44.30'	L37	S 52°20'23"W	28.69'
L2	S 32°20'27"E	68.19'	L20	S 28°05'52"E	62.45'	L38	S 04°45'14"W	38.92'
L3	S 69°59'55"E	87.97'	L21	S 25°52'26"E	25.93'	L39	S 09°27'27"E	50.46'
L4	N 40°01'22"E	68.82'	L22	S 88°08'40"E	31.95'	L40	S 09°27'27"E	67.42'
L5	N 89°52'26"E	86.48'	L23	S 82°18'51"E	36.53'	L41	S 02°08'58"W	32.37'
L6	N 65°52'51"E	136.05'	L24	S 11°10'56"W	71.94'	L42	S 42°25'57"W	23.81'
L7	S 47°25'12"E	82.84'	L25	S 89°01'46"W	36.59'	L43	S 01°14'25"E	14.97'
L8	S 34°05'51"E	82.89'	L26	S 58°02'37"W	51.12'	L44	S 19°30'15"W	39.38'
L9	S 05°59'17"W	28.74'	L27	S 88°09'53"W	48.60'	L45	S 42°48'28"E	79.39'
L10	S 31°46'47"W	55.98'	L28	S 27°42'23"W	35.55'	L46	S 60°30'24"E	69.49'
L11	S 85°51'24"W	33.33'	L29	S 97°32'12"E	68.84'	L47	S 02°29'08"E	48.75'
L12	S 74°29'10"W	29.40'	L30	S 76°08'10"E	17.26'	L48	S 00°13'45"W	51.50'
L13	S 31°54'11"W	40.07'	L31	N 89°44'24"E	43.50'	L49	S 10°09'07"W	52.23'
L14	S 70°16'07"W	23.03'	L32	N 40°55'17"E	45.80'	L50	S 34°20'59"E	55.45'
L15	N 83°34'33"W	74.49'	L33	S 85°10'42"E	25.50'	L51	S 04°18'36"W	37.08'
L16	S 74°09'20"W	26.76'	L34	S 11°07'37"E	70.97'			
L17	S 27°01'37"W	33.52'	L35	S 38°21'37"W	34.39'			
L18	S 107°17'38"W	47.90'	L36	N 65°40'53"W	40.37'			



LEGAL DESCRIPTION

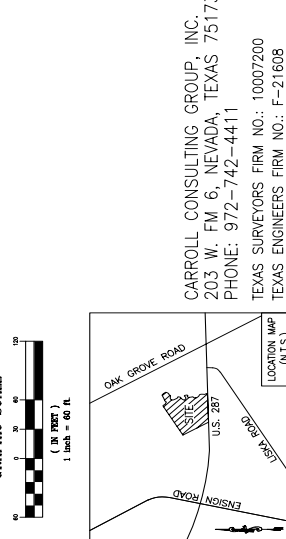
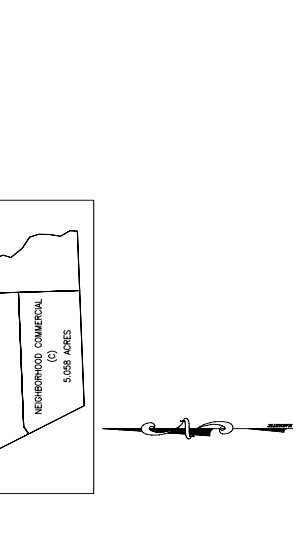
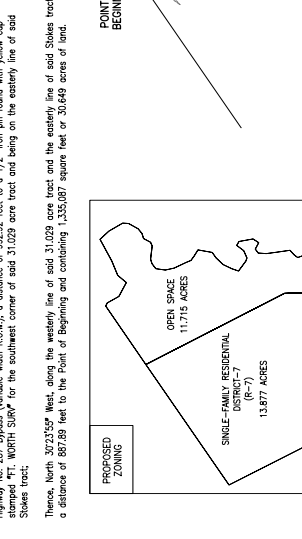
Tract of land situated in the William M. McKinney Survey, A-686, City of Ennis, Ellis County, Texas, and being the same called 31.029 acre tract of land conveyed to CEM Enterprises LLC by deed recorded in Instrument No. 2212686, Real Property Records, Ellis County, Texas, and being more particularly described as follows:

Beginning at a 2" steel pipe found for the west corner of said 31.029 acre tract, the north corner of a called 25.23 acre tract of land conveyed to Douglas W. Stokes and Pamela Stokes by deed recorded in Volume 891, Page 514, Deed Records, Ellis County, Texas, and being on the southeast line of Tract 1, a 86,025 acre tract of land conveyed to 125 Acres, LLC by deed recorded in Instrument No. 2402586, Real Property Records, Ellis County, Texas;

Thence, North 59°15'54" East, along the northwest line of said 31.029 acre tract and the southeast line of said 86,025 acre tract, a distance of 890.85 feet passing a 5/8" iron pin found with yellow cap stamped "716C2" for reference corner, at a total distance of 1181.91 feet to a point for corner in the approximate centerline of Cummins Creek, southerly along the approximate centerline of Cummins Creek as follows:

South 32°39'07" East, 68.19 feet to a point for corner; South 32°39'07" East, 68.19 feet to a point for corner; South 67°02'48" East, 19.08 feet to a point for corner; South 44°12'37" East, 44.30 feet to a point for corner; North 65°15'52" East, 136.05 feet to a point for corner; North 65°15'52" East, 136.05 feet to a point for corner; South 34°05'51" East, 82.89 feet to a point for corner; South 34°05'51" East, 82.89 feet to a point for corner; South 47°25'12" East, 82.84 feet to a point for corner; South 74°29'10" West, 29.40 feet to a point for corner; South 55°51'24" West, 33.33 feet to a point for corner; South 74°29'10" West, 29.40 feet to a point for corner; South 31°54'11" West, 40.07 feet to a point for corner; South 70°16'07" West, 23.03 feet to a point for corner; North 83°34'33" East, 74.49 feet to a point for corner; South 74°09'20" West, 26.76 feet to a point for corner; North 83°34'33" East, 74.49 feet to a point for corner; South 74°09'20" West, 26.76 feet to a point for corner; South 27°01'37" West, 33.52 feet to a point for corner; South 27°01'37" West, 33.52 feet to a point for corner; South 107°17'38" West, 47.90 feet to a point for corner; South 107°17'38" West, 47.90 feet to a point for corner; South 11°07'37" East, 70.97 feet to a point for corner; South 11°07'37" East, 70.97 feet to a point for corner; South 31°46'47" West, 55.98 feet to a point for corner; South 31°46'47" West, 55.98 feet to a point for corner; South 85°51'24" West, 33.33 feet to a point for corner; South 85°51'24" West, 33.33 feet to a point for corner; South 74°29'10" West, 29.40 feet to a point for corner; South 74°29'10" West, 29.40 feet to a point for corner; South 31°54'11" West, 40.07 feet to a point for corner; South 31°54'11" West, 40.07 feet to a point for corner; North 65°40'53" West, 40.37 feet to a point for corner; North 65°40'53" West, 40.37 feet to a point for corner; South 38°21'37" West, 34.39 feet to a point for corner; South 38°21'37" West, 34.39 feet to a point for corner; South 11°07'37" East, 70.97 feet to a point for corner; South 11°07'37" East, 70.97 feet to a point for corner; South 85°10'42" East, 25.50 feet to a point for corner; South 85°10'42" East, 25.50 feet to a point for corner; North 40°55'17" East, 45.80 feet to a point for corner; North 40°55'17" East, 45.80 feet to a point for corner; South 76°08'10" East, 17.26 feet to a point for corner; South 76°08'10" East, 17.26 feet to a point for corner; South 82°18'51" East, 36.53 feet to a point for corner; South 82°18'51" East, 36.53 feet to a point for corner; South 25°52'26" East, 25.93 feet to a point for corner; South 25°52'26" East, 25.93 feet to a point for corner; South 15°50'18" East, 44.30 feet to a point for corner; South 15°50'18" East, 44.30 feet to a point for corner; South 52°20'27" East, 68.19 feet to a point for corner; South 52°20'27" East, 68.19 feet to a point for corner; South 28°05'52" East, 62.45 feet to a point for corner; South 28°05'52" East, 62.45 feet to a point for corner; South 2°08'58" West, 32.37 feet to a point for corner; South 2°08'58" West, 32.37 feet to a point for corner; South 4°45'14" West, 38.92 feet to a point for corner; South 4°45'14" West, 38.92 feet to a point for corner; South 9°27'27" West, 50.46 feet to a point for corner; South 9°27'27" West, 50.46 feet to a point for corner; South 19°30'15" West, 39.38 feet to a point for corner; South 19°30'15" West, 39.38 feet to a point for corner; South 34°20'59" West, 55.45 feet to a point for corner; South 34°20'59" West, 55.45 feet to a point for corner; South 01°14'25" West, 14.97 feet to a point for corner; South 01°14'25" West, 14.97 feet to a point for corner; South 10°09'07" West, 52.23 feet to a point for corner; South 10°09'07" West, 52.23 feet to a point for corner; South 04°18'36" West, 37.08 feet to a point for corner; South 04°18'36" West, 37.08 feet to a point for corner; South 31.029 acre tract and being on the north right-of-way line of U.S. Highway No. 287 Bypass (variable width ROW).

Thence, North 88°05'52" West, along the south line of said 31.029 acre tract and the north right-of-way line of U.S. Highway No. 287 Bypass (variable width ROW), a distance of 992.92 feet to a 1/2" iron pin found with yellow cap stamped "T, WORTH SURV" for the southeast corner of said 31.029 acre tract and being on the eastern line of said Stokes tract, a distance of 807.89 feet to the Point of Beginning and containing 1,335,087 square feet or 30.649 acres of land.



CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT

City of Ennis
Inspection Services
Received

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-3
PID No. 197049

APR 07 2026

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, April 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, May 19, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

During the Public Hearings, the following request(s) will be considered:

**Conduct a Public Hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.
P&Z Case No.: ZAXA-26-3
Owner: CEBN Enterprises LLC
Applicant: Carroll Consulting Group Inc.**

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on April 8, 2026.**

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

In accordance with Texas Local Government Code 211.0061(3) protests must be received from at least 60 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area if the proposed change has the effect of allowing more residential development than the existing zoning regulation or district boundary and does not have the effect of allowing additional commercial or industrial uses unless the additional use is limited to the first floor of any residential development and does not exceed 35 percent of the overall development, to require a favorable vote of a majority of all members of City Commission.

Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;">IN FAVOR OF</p> <p><i>Dyke Beth Panda</i> Signature</p> <p><i>Only in favor if the flood zone and creek will be addressed. Most of the area is in FEMA Zone A flood zone. The Creek is over grown with trees, and it interferes with water flow during heavy rains.</i></p>	<p style="text-align: center;">IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p>_____ Print Name</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p>
---	--

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

STOKES DOUGLAS & PAMELA REVOCABLE TRUST
304 LISKA RD
ENNIS TX 75119-0646

Public Hearing- G.-.

- **G.-.** - Conduct a Public Hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Case No. ZAXA-26-3

P&Z Case # ZAXA-26-3

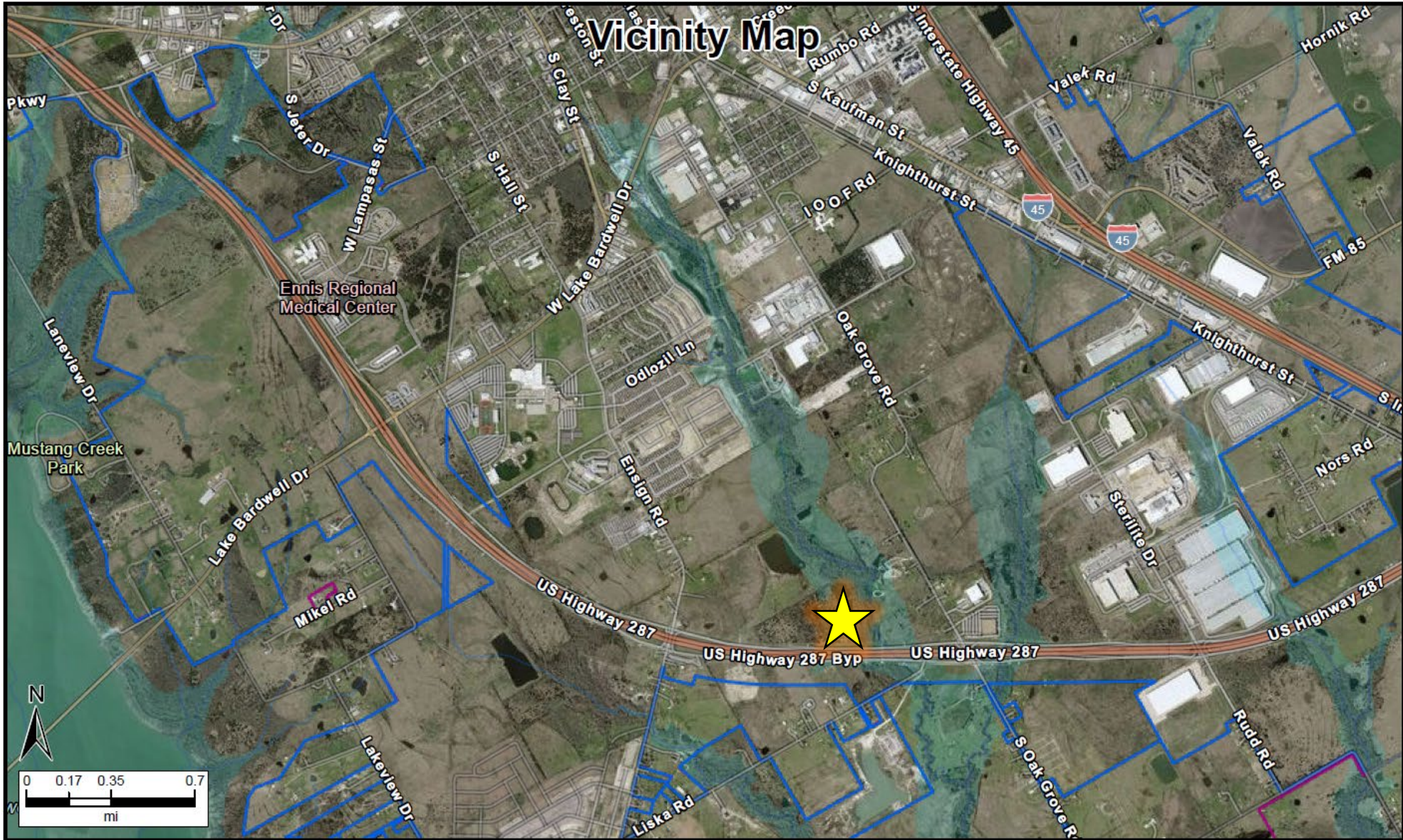


Overview:

- Location: Ward 5
- Requested by: Carroll Consulting Group LLC
- From: Agricultural (A)
- To: Neighborhood Commercial (C)
- For: 5.058 Acres
- Use: Future Neighborhood Commercial Development to Support Adjacent Single-Family Residential Development
- Notices: 4 Surrounding Property Owners Notified
 - 1 Voted “In Favor”
 - 0 Voted “In Protest”
- Case heard by P&Z Commission on 4/13/26
- P&Z Commission approved the request



P&Z Case # ZAXA-26-3





P&Z Case # ZAXA-26-3



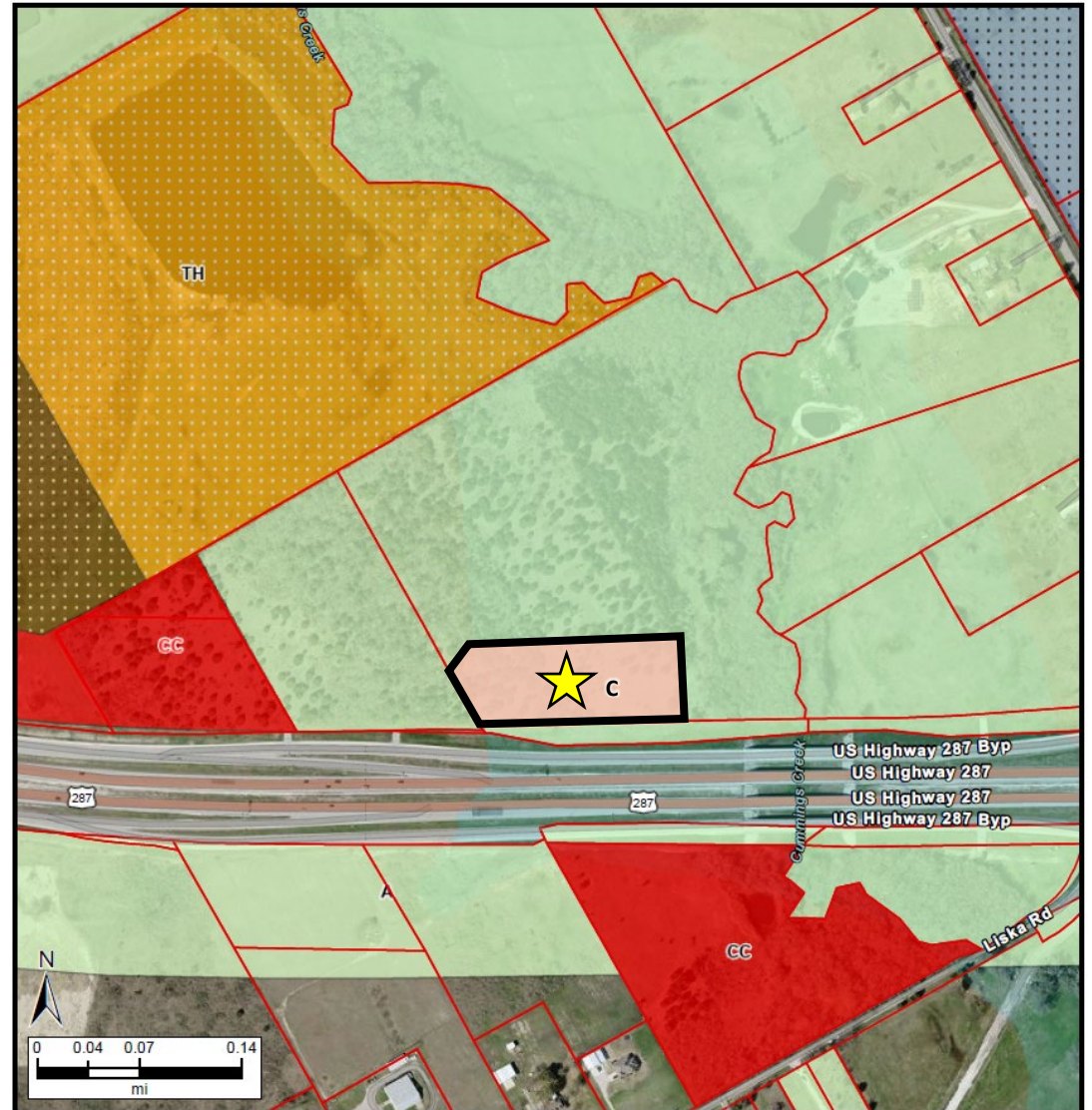
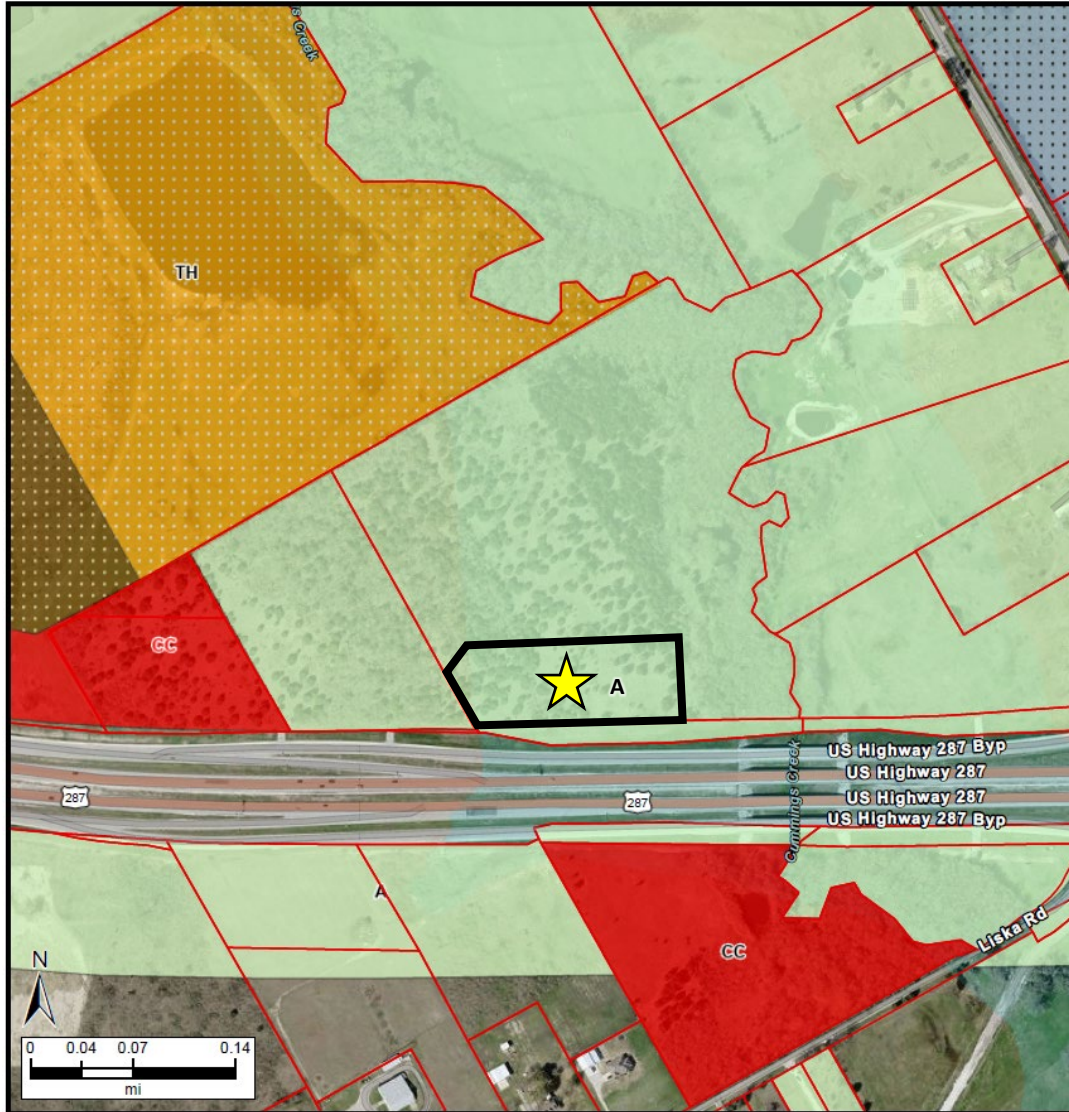


P&Z Case # ZAXA-26-3



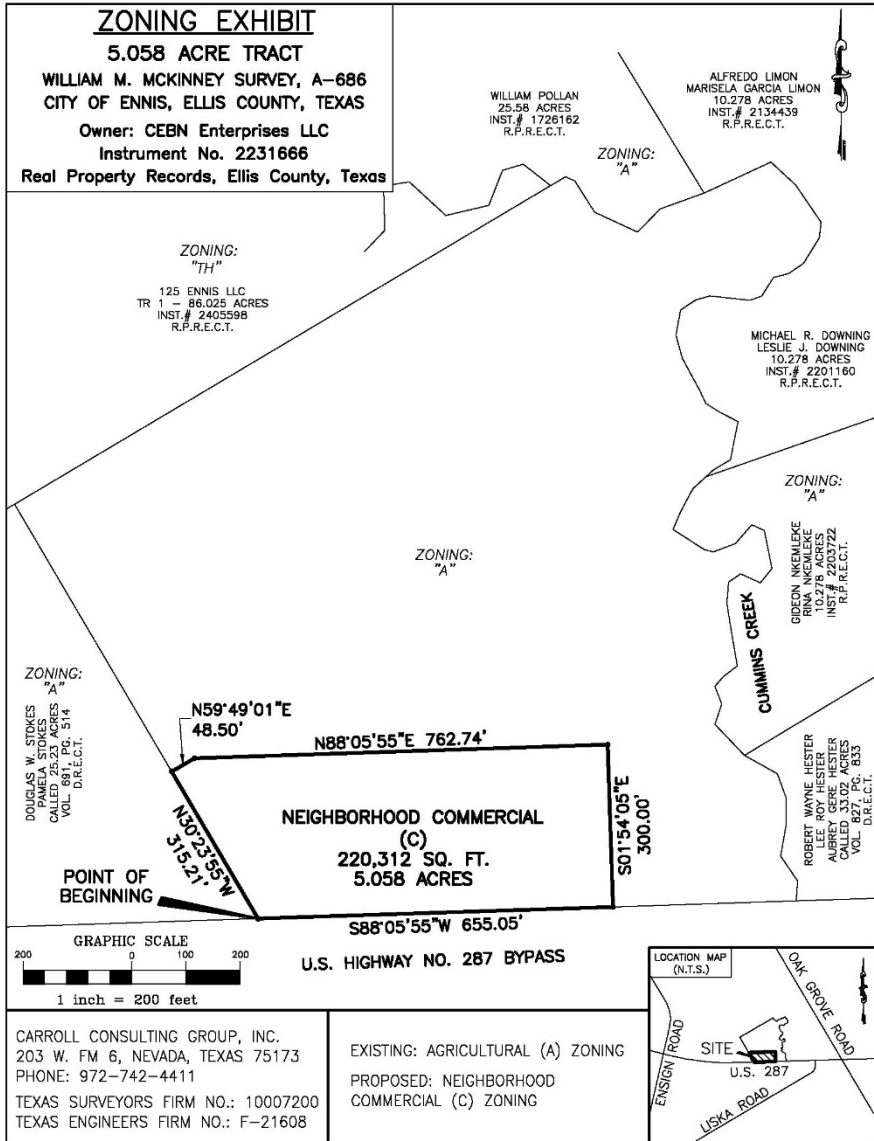
Current Zoning

Proposed Zoning





P&Z Case # ZAXA-26-3





P&Z Case # ZAXA-26-3

STATE OF TEXAS COUNTY OF TARRANT

LEGAL DESCRIPTION

Being a tract of land situated in the William M. McKinney Survey, Abstract No. 886, City of Ennis, Ellis County, Texas, and being the same called 31.029 acre tract of land conveyed to CEBA Enterprises LLC by deed recorded in Instrument No. 2731886, Real Property Records, Ellis County, Texas, and being more particularly described as follows:

Beginning at a 2" steel pipe found for the west corner of said 31.029 acre tract, the north corner of a called 25.3 acre tract of land conveyed to Douglas W. Stokes and Pamela Stokes by deed recorded in Volume 651, Page 514, Deed Records, Ellis County, Texas and being on the southeast line of Tract 1, an 86.025 acre tract of land conveyed to 125 Ennis LLC by deed recorded in Instrument No. 2405268, Real Property Records, Ellis County, Texas;

Thence, North 59°15'31" East, along the northwest line of said 31.029 acre tract and the southeast line of said 86.025 acre tract, at a distance of 950.65 feet passing a 5/8" iron pin found with yellow cap stamped "T9005" for reference and continuing for a total distance of 1181.91 feet to a point for corner in the approximate centerline of Cummins Creek;

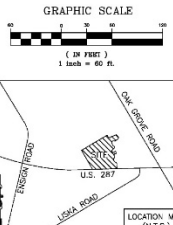
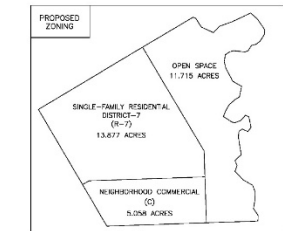
Thence, southerly along the approximate centerline of Cummins Creek as follows:

South 67°02'48" East, 19.08 feet to a point for corner; South 32°39'01" East, 68.19 feet to a point for corner; South 60°09'50" East, 87.57 feet to a point for corner; North 41°01'23" East, 25.82 feet to a point for corner; North 69°29'20" East, 89.49 feet to a point for corner; North 65°19'33" East, 126.00 feet to a point for corner; South 47°17'51" East, 62.84 feet to a point for corner; South 34°05'51" East, 82.89 feet to a point for corner; South 30°59'17" West, 28.74 feet to a point for corner; South 37°45'47" West, 55.36 feet to a point for corner; South 50°51'04" West, 33.53 feet to a point for corner; South 74°29'10" West, 29.43 feet to a point for corner; South 31°54'11" West, 40.02 feet to a point for corner; South 70°16'07" West, 23.03 feet to a point for corner; North 83°54'33" West, 74.49 feet to a point for corner; South 74°39'20" West, 26.78 feet to a point for corner; South 57°03'13" West, 33.50 feet to a point for corner; South 32°17'36" West, 47.90 feet to a point for corner; South 15°30'18" East, 44.30 feet to a point for corner; South 28°06'57" East, 67.43 feet to a point for corner; South 25°25'23" East, 29.90 feet to a point for corner; South 58°08'40" East, 31.95 feet to a point for corner; South 60°18'01" East, 35.53 feet to a point for corner; South 11°05'00" West, 71.54 feet to a point for corner; South 59°01'49" West, 35.59 feet to a point for corner; South 48°02'37" West, 51.12 feet to a point for corner; South 28°03'53" West, 48.90 feet to a point for corner; South 22°46'23" West, 35.50 feet to a point for corner; South 57°30'13" East, 68.84 feet to a point for corner; South 70°08'10" East, 17.08 feet to a point for corner; North 69°44'24" East, 43.50 feet to a point for corner; North 40°55'17" East, 45.90 feet to a point for corner; South 60°10'43" East, 25.50 feet to a point for corner; South 36°21'37" West, 34.28 feet to a point for corner; North 60°40'53" West, 40.37 feet to a point for corner; South 35°20'23" West, 29.19 feet to a point for corner; South 04°36'14" West, 38.92 feet to a point for corner; South 39°21'37" East, 53.46 feet to a point for corner; South 08°25'50" East, 67.42 feet to a point for corner; South 52°08'50" West, 32.37 feet to a point for corner; South 40°25'50" West, 23.81 feet to a point for corner; South 21°47'20" East, 34.97 feet to a point for corner; South 19°30'15" West, 36.38 feet to a point for corner; South 14°48'20" East, 79.39 feet to a point for corner; South 60°30'24" East, 89.19 feet to a point for corner; South 20°29'00" East, 46.75 feet to a point for corner; South 00°15'45" West, 51.55 feet to a point for corner; South 10°09'37" West, 57.23 feet to a point for corner; South 34°20'09" East, 35.45 feet to a point for corner; South 34°18'33" West, 37.68 feet to a point for corner for the southeast corner of said 31.029 acre tract and being on the north right-of-way line of U.S. Highway No. 287 Bypass (variable width R.O.W.);

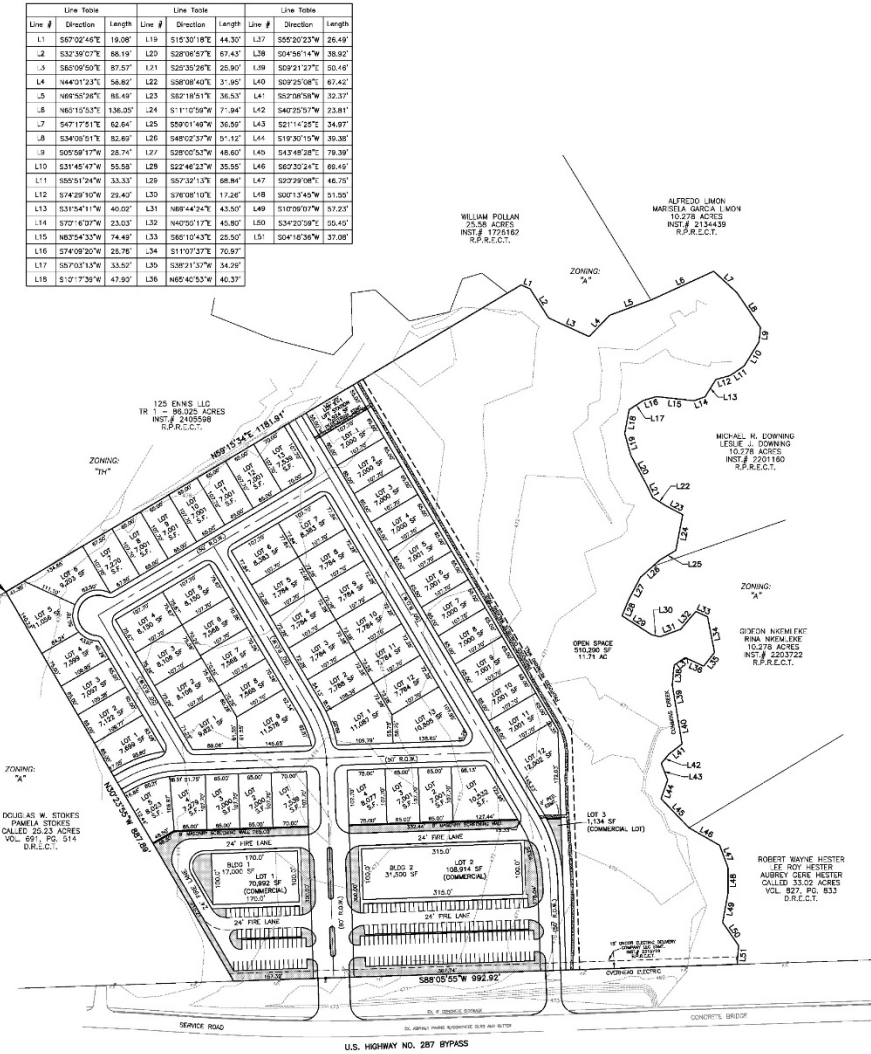
Thence, South 89°05'50" West, along the south line of said 31.029 acre tract and the north right-of-way line of U.S. Highway No. 287 Bypass (variable width R.O.W.), a distance of 897.89 feet to a 1/2" iron pin found with yellow cap stamped "T110011 SURV" for the southwest corner of said 31.029 acre tract and being on the easterly line of said Stokes Tract;

Thence, North 32°23'55" West, along the westerly line of said 31.029 acre tract and the easterly line of said Stokes tract, a distance of 887.89 feet to the Point of Beginning and containing 1,335,087 square feet or 30.649 acres of land.

Line #	Line To/From	Line To/From	Line To/From	Line To/From	Line To/From	Line To/From	Line To/From	
L1	S89°02'48"E	19.08'	L10	S10°30'18"E	44.30'	L17	S85°20'23"W	26.49'
L2	S32°02'07"E	68.19'	L11	S20°04'23"W	35.82'	L18	S40°16'14"W	38.92'
L3	S60°09'50"E	87.57'	L12	S20°39'20"E	25.82'	L19	S09°21'27"E	50.44'
L4	N44°01'23"E	58.49'	L13	S28°08'40"E	31.95'	L20	S09°25'08"E	47.42'
L5	N69°15'31"E	86.49'	L14	S02°18'51"E	36.53'	L21	S28°08'50"W	32.37'
L6	N65°19'33"E	126.00'	L15	S11°05'00"W	71.54'	L22	S40°25'51"W	23.81'
L7	S47°17'51"E	62.84'	L16	S58°01'49"W	35.59'	L23	S21°14'25"E	34.97'
L8	S34°05'51"E	82.89'	L24	S48°02'37"W	51.12'	L24	S19°30'15"W	39.38'
L9	S09°09'17"W	28.74'	L25	S28°03'53"W	48.90'	L25	S45°48'20"E	79.39'
L10	S24°04'23"W	35.82'	L26	S22°46'23"W	35.50'	L26	S22°46'23"W	35.50'
L11	S20°04'23"W	35.82'	L27	S07°16'07"W	23.03'	L27	S29°29'08"E	46.75'
L12	S20°39'20"E	25.82'	L28	S17°08'10"E	17.08'	L28	S02°14'25"W	31.20'
L13	S28°08'40"E	40.02'	L29	N08°54'42"E	43.50'	L29	S10°09'37"E	57.23'
L14	S02°18'51"E	23.03'	L30	N40°02'17"E	45.90'	L30	S34°20'09"E	55.45'
L15	N65°19'33"E	74.49'	L31	S60°10'43"E	25.50'	L31	S04°16'38"W	37.08'
L16	S58°01'49"W	28.78'	L32	S11°07'37"E	70.97'			
L17	S85°20'23"W	35.50'	L33	S38°21'37"W	34.28'			
L18	S40°16'38"W	47.92'	L34	N65°40'53"W	40.37'			

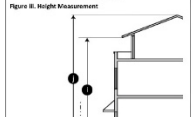
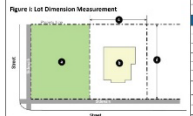


CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411
TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608



4.2.5 Single-Family Residential District - 7 (R-7)

Use	Intensity	Minimum
Single-Family Residential	Single-Family Residential	6:01
Accessory Buildings	Accessory Buildings	7:00
Garage	Garage	12:00
Pool	Pool	12:00

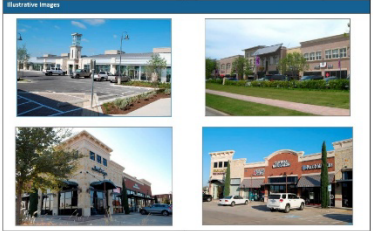


Use	Intensity	Minimum
Single-Family Residential	Single-Family Residential	6:01
Accessory Buildings	Accessory Buildings	7:00
Garage	Garage	12:00
Pool	Pool	12:00

4.3.2 Neighborhood Commercial (C)

Use	Intensity	Minimum
Neighborhood Commercial	Neighborhood Commercial	6:01
Accessory Buildings	Accessory Buildings	7:00
Garage	Garage	12:00
Pool	Pool	12:00

Use	Intensity	Minimum
Neighborhood Commercial	Neighborhood Commercial	6:01
Accessory Buildings	Accessory Buildings	7:00
Garage	Garage	12:00
Pool	Pool	12:00

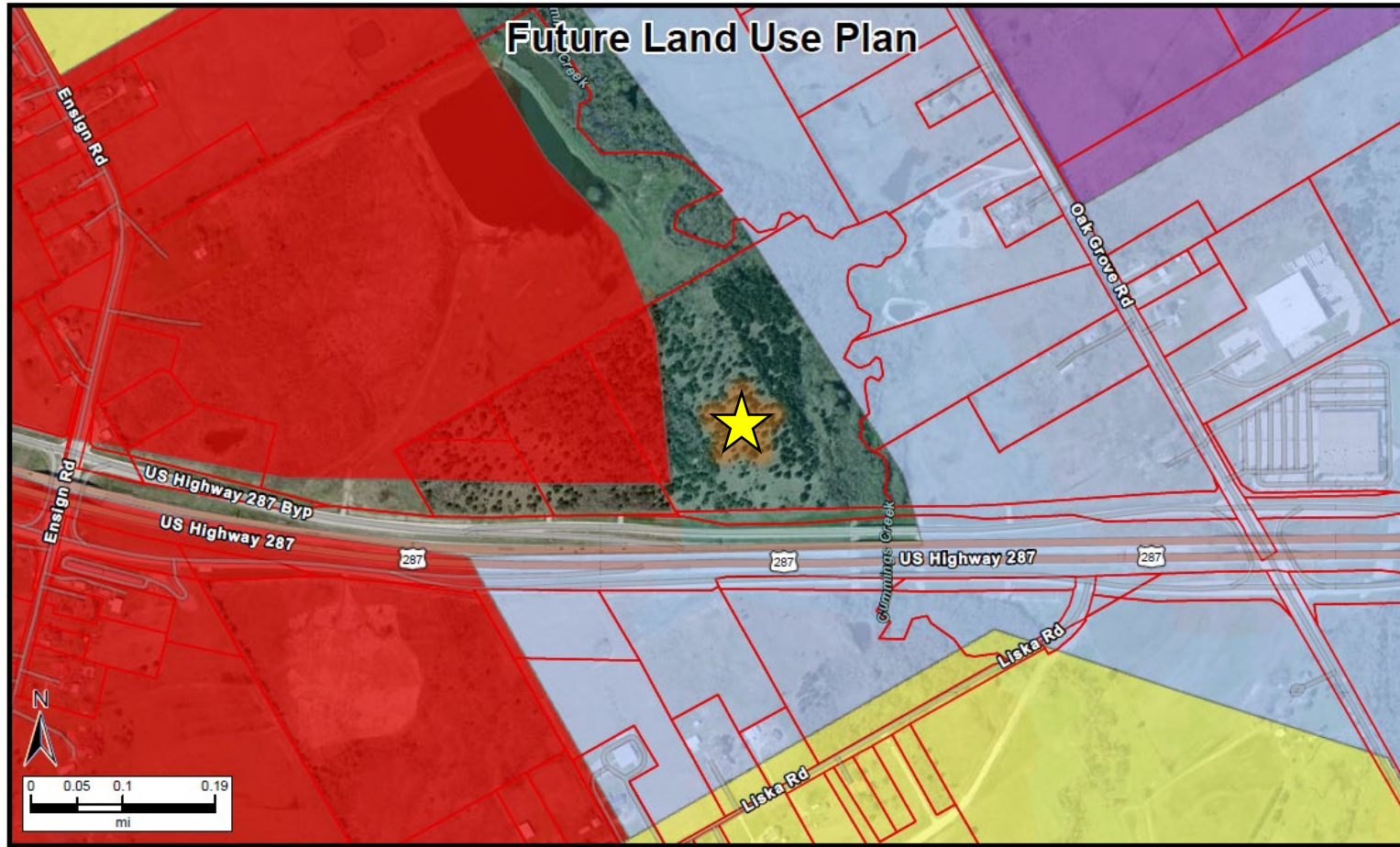


CONCEPT PLAN
CREEKSIDE RESERVE
56 RESIDENTIAL LOTS
2 COMMERCIAL LOTS
SINGLE PHASE DEVELOPMENT
30.649 ACRE TRACT
WILLIAM M. MCKINNEY SURVEY, A-686
CITY OF ENNIS, ELLIS COUNTY, TEXAS
JANUARY 28, 2026

Owner:
CEBA ENTERPRISES LLC
1 N. 29TH STREET
TEMPLE, TX 76788
(281) 217-0212



P&Z Case # ZAXA-26-3



Legend

Parcels	Industrial Transition	1% Annual Chance Flood Hazard Area
Future Land-Use Plan	New Lakefront Neighborhoods	0.2% Annual Chance Flood Hazard Area
Business Park	New Neighborhoods	Profile Baseline
Cemetery	Public-Civic	Water Line
Downtown	Regional Commercial	Cross Section
Existing Neighborhoods	Rural/AG/Conservation	Base Flood Elevation
Existing Traditional Neighborhoods	Floodplain	
Industrial	FLD_ZONE,ZONE_SUBTY	
Industrial Buffer	Floodway	




Regional Commercial

This land use category is intended to allow for large-scale commercial development with a regional market focus located on major regional corridors such as IH45. The goal is to provide a wide range of retail, employment, civic, and entertainment opportunities for Ennis and the surrounding areas.



P&Z Case # ZAXA-26-3



-  (4) Letters Sent
-  (1) Approvals
-  (0) Protests

P&Z Case # ZAXA-26-3



Overview:

- Location: Ward 5
- Requested by: Carroll Consulting Group LLC
- From: Agricultural (A)
- To: Neighborhood Commercial (C)
- For: 5.058 Acres
- Use: Future Neighborhood Commercial Development to Support Adjacent Single-Family Residential Development
- Notices: 4 Surrounding Property Owners Notified
 - 1 Voted “In Favor”
 - 0 Voted “In Protest”
- Case heard by P&Z Commission on 4/13/26
- P&Z Commission approved the request

P&Z Commission Recommends Approval

Public Hearing- G.-.

- **G.-.** - Conduct a Public Hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Case No. ZAXA-26-3

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

The subject property, known as Creekside Reserve, is located in the 1700-1800 block of U.S. Highway 287 between S. Oak Grove Road and Ensign Road. Creekside Reserve is planned as a single-phase development totaling 30.649 acres, divided into residential and commercial sections.

The commercial portion of the proposed development encompasses approximately 5.058 acres, fronts US 287 and is currently zoned Agricultural (A). This district would offer a variety of amenities – including cafés, restaurants, and other neighborhood-oriented services – that would support the residential development at the rear of the site and enhance overall community activity and quality of life.

RECOMMENDATION:

The Planning and Zoning Commission recommends approval

ATTACHMENTS:

[ORDINANCE NO.-Discuss and consider a request for a zoning change from Agricultural \(A\) to Neighborhood Commercial \(C\) for the property located in the - Pdf](#)



ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 5.058-ACRE TRACT OF LAND SITUATED IN THE WILLIAM M. MCKINNEY SURVEY, ABSTRACT NO. 686, GENERALLY LOCATED IN THE 1700-1800 BLOCK OF U.S. HIGHWAY 287, BETWEEN SOUTH OAK GROVE ROAD AND ENSIGN ROAD IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, WHICH IS A PORTION OF ELLIS CAD ID 187506, FROM AGRICULTURAL DISTRICT (A) TO NEIGHBORHOOD COMMERCIAL DISTRICT (C); PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING AN AMENDMENT; PROVIDING A ZONING MAP AMENDMENT; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Carroll Consulting Group, Inc. (“Applicant”), acting as authorized representative for the landowner, CEBN Enterprises, LLC, has requested to change the zoning classification from Agricultural District (A) to Neighborhood Commercial District (C) on an approximate 5.058-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas, generally located in the 1700-1800 Block of U.S. Highway 287, which is a portion of Ellis CAD ID 187506, and more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”) has recommended to the City Commission to approve the change in zoning district classification on the Property and to amend the official zoning map of the City (the “Zoning Map”) to reflect the Neighborhood Commercial District (C) zoning classification; and

WHEREAS, in accordance with Article 3.2.7 of the City of Ennis Unified Development Ordinance, the City Commission and the Planning and Zoning Commission have determined that the requested zoning change is in compliance with the comprehensive plan, establishes a use permitted under the ordinance, the proposed provision and configuration of public improvements shall be adequate to serve the development, and zoning change is in keeping with the intent and purpose of the City of Ennis Unified Development Ordinance; and

WHEREAS after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Commission at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Commission does hereby find that the requested zoning accomplishes such objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment. The Unified Development Ordinance of the City of Ennis is hereby amended to change the zoning classification on the Property from Agricultural District (A) to Neighborhood Commercial District (C). The Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but not limited to building codes, fire codes and all accessibility standards as required by law.

SECTION 3. Zoning Map Amendment. The Official Zoning Map is hereby amended to reflect the change in zoning classification as set forth in this Ordinance.

SECTION 4. Savings/Repealing Clause. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Ennis hereby declares that it would have passed this Ordinance, and

each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6. Penalty Clause. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day or on which a violation occurs or continues.

SECTION 7. Publication and Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases require.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

G.2.

EXHIBIT "A"
LEGAL DESCRIPTION

G.2.

ZONING:
NEIGHBORHOOD COMMERCIAL (C)
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF ELLIS

Being a tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas, and a part of a called 31.029 acre tract of land conveyed to CEBN Enterprises LLC by deed recorded in Instrument No. 2231666, Real Property Records, Ellis County, Texas, and being more particularly described as follows:

Beginning at a point for the southwest corner of said 31.029 acre tract and on the easterly line of a called 25.23 acre tract of land conveyed to Douglas W. Stokes and Pamela Stokes by deed recorded in Volume 691, Page 514, Deed Records, Ellis County, Texas;

Thence, North 30°23'55" West, along the westerly line of said 31.029 acre tract and the easterly line of said Stokes tract, a distance of 315.21 feet to a point for corner;

Thence, North 59°49'01" East, a distance of 48.50 feet to a point for corner;

Thence, North 88°05'55" East, a distance of 762.74 feet to a point for corner;

Thence, South 01°54'05" East, a distance of 300.00 feet to a point for corner on the south line of said 31.029 acre tract and being on the north right-of-way line of U.S. Highway No. 287 Bypass (variable width R.O.W.);

Thence, South 88°05'55" West, along the south line of said 31.029 acre tract and the north right-of-way line of U.S. Highway No. 287 Bypass (variable width R.O.W.), a distance of 655.05 feet to the Point of Beginning and containing 220,312 square feet or 5.058 acres of land.

G.2.

ZONING EXHIBIT

5.058 ACRE TRACT

WILLIAM M. MCKINNEY SURVEY, A-686
CITY OF ENNIS, ELLIS COUNTY, TEXAS

Owner: CEBN Enterprises LLC

Instrument No. 2231666

Real Property Records, Ellis County, Texas

WILLIAM POLLAN
25.58 ACRES
INST.# 1726162
R.P.R.E.C.T.

ALFREDO LIMON
MARISELA GARCIA LIMON
10.278 ACRES
INST.# 2134439
R.P.R.E.C.T.



ZONING:
"TH"

125 ENNIS LLC
TR 1 - 86.025 ACRES
INST.# 2405598
R.P.R.E.C.T.

ZONING:
"A"

MICHAEL R. DOWNING
LESLIE J. DOWNING
10.278 ACRES
INST.# 2201160
R.P.R.E.C.T.

ZONING:
"A"

ZONING:
"A"

GIDEON NKEMLEKE
RINA NKEMLEKE
10.278 ACRES
INST.# 2203722
R.P.R.E.C.T.

CUMMINS CREEK

ROBERT WAYNE HESTER
LEE ROY HESTER
AUBREY GERE HESTER
CALLED 33.02 ACRES
VOL. 827, PG. 833
D.R.E.C.T.

ZONING:
"A"

DOUGLAS W. STOKES
PAMELA STOKES
CALLED 25.23 ACRES
VOL. 691, PG. 514
D.R.E.C.T.

N59°49'01"E
48.50'

N88°05'55"E 762.74'

NEIGHBORHOOD COMMERCIAL
(C)
220,312 SQ. FT.
5.058 ACRES

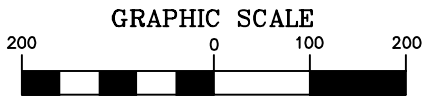
S01°54'05"E
300.00'

N30°23'55"W
315.21'

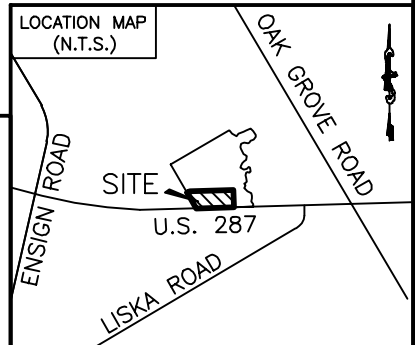
POINT OF
BEGINNING

S88°05'55"W 655.05'

U.S. HIGHWAY NO. 287 BYPASS



1 inch = 200 feet



CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411

TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608

EXISTING: AGRICULTURAL (A) ZONING
PROPOSED: NEIGHBORHOOD
COMMERCIAL (C) ZONING

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) to Single Family-7 (R-7) for an approximately 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

The subject property, known as Creekside Reserve, is situated in the 1700-1800 block of U.S. Highway 287, between S. Oak Grove Road and Ensign Road. Creekside Reserve is planned as a single-phase development totaling 30.649 acres, consisting of both residential and commercial components.

The residential portion covers approximately 13.877 acres, is located behind the commercial area, and is currently zoned Agricultural (A). The applicant, Carroll Consulting Group, is requesting to rezone this portion to Single Family Residential-7 (R-7).

On April 13, 2027, the Planning and Zoning Commission held a public hearing and discussed and considered the applicant's zoning request for the subject property. The Commission voted in favor of the zoning change: 4 in favor, 3 against.

RECOMMENDATION:

The Planning and Zoning Commission recommends approval

ATTACHMENTS:

- [ZAXA-26-2 Narrative](#)
- [ZAXA-26-2 Zoning Exhibit](#)
- [ZAXA-26-2 Current & Proposed Zoning](#)
- [ZAXA-26-2 Creekside Reserve Concept Plan](#)
- [ZAXA-26-2 SPO Responses](#)
- [ZAXA-26-2 PPT Slides](#)

Creekside Reserve

Zoning Change Requests: R-7 Residential, NC Commercial, and Open Space

How They Fit the Purpose and Intent of Each District

Overview

Our goal is to make Creekside Reserve a mix of R-7 Residential, NC Neighborhood Commercial, and Open Space in floodplain areas, which makes sense for both the land and the community.

R-7 Residential Zoning

R-7 zoning is meant for neighborhoods with houses, duplexes, and sometimes townhomes or small apartments. The goal is to have stable, welcoming communities with green spaces and easy access to what residents need. Rules for lot sizes, building heights, and parking help keep things consistent and comfortable. Asking for R-7 zoning means more housing options and a good fit with nearby homes—helping neighborhoods grow while maintaining a friendly vibe.

NC Neighborhood Commercial Zoning

NC zoning lets you put in small stores, cafes, salons, or offices that serve locals—think places people can walk to for day-to-day errands. The rules are there to ensure these businesses don't overwhelm the area with noise or traffic, and to keep things like signs and landscaping in check. If you want NC zoning, you're supporting a lively, walkable neighborhood that keeps the local feel strong and provides residents with convenient places to shop or work.

Open Space for Flood Plains

Open Space zoning is all about protecting land that's likely to flood—keeping it as parks, trails, or nature areas instead of building on it. This helps prevent flood risks and keeps the environment healthy for everyone. By zoning floodplains as Open Space, you ensure these areas are safe, natural, and ready for recreation.

Conclusion

To sum up: changing to R-7, NC, and Open Space zoning aligns with what those districts are intended for. It means more housing options, useful neighborhood businesses, and protected green areas—making for a balanced, safe, and welcoming community.

G.3.

ZONING EXHIBIT

13.877 ACRE TRACT

WILLIAM M. MCKINNEY SURVEY, A-686
CITY OF ENNIS, ELLIS COUNTY, TEXAS

Owner: CEBN Enterprises LLC

Instrument No. 2231666

Real Property Records, Ellis County, Texas

WILLIAM POLLAN
25.58 ACRES
INST.# 1726162
R.P.R.E.C.T.

ALFREDO LIMON
MARISELA GARCIA LIMON
10.278 ACRES
INST.# 2134439
R.P.R.E.C.T.

ZONING:
"TH"

125 ENNIS LLC
TR 1 - 86.025 ACRES
INST.# 2405598
R.P.R.E.C.T.

POINT OF
BEGINNING
(R-7)

N59°15'34"E 796.20'

S30°4'26"E 790.35'

SINGLE-FAMILY RESIDENTIAL DISTRICT-7
(R-7)
604,484 SQ. FT.
13.877 ACRES

N30°23'55"W 572.68'

ZONING:
"A"

DOUGLAS W. STOKES
PAMELA STOKES
CALLED 25.23 ACRES
VOL. 691, PG. 514
D.R.E.C.T.

S59°49'01"W
48.50'

S88°05'55"W 762.74'

S01°54'05"E
172.03'

ZONING:
"A"

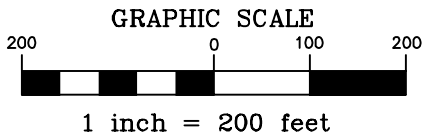
MICHAEL R. DOWNING
LESLIE J. DOWNING
10.278 ACRES
INST.# 2201160
R.P.R.E.C.T.

ZONING:
"A"

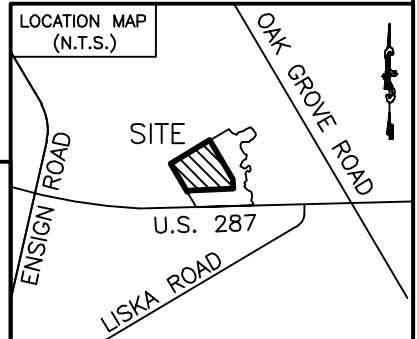
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10.278 ACRES
INST.# 2203722
R.P.R.E.C.T.

CUMMINS CREEK

ROBERT WAYNE HESTER
LEE ROY HESTER
AUBREY GERE HESTER
CALLED 33.02 ACRES
VOL. 827, PG. 833
D.R.E.C.T.



U.S. HIGHWAY NO. 287 BYPASS



CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411

TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608

EXISTING: AGRICULTURAL (A) ZONING
PROPOSED: SINGLE-FAMILY RESIDENTIAL

G.3.

ZONING:
SINGLE-FAMILY RESIDENTIAL DISTRICT-7 (R-7)
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF ELLIS

Being a tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas, and being part of a called 31.029 acre tract of land conveyed to CEBN Enterprises LLC by deed recorded in Instrument No. 2231666, Real Property Records, Ellis County, Texas, and being more particularly described as follows:

Beginning at a point for the west corner of said 31.029 acre tract, the north corner of a called 25.23 acre tract of land conveyed to Douglas W. Stokes and Pamela Stokes by deed recorded in Volume 691, Page 514, Deed Records, Ellis County, Texas and being on the southeast line of Tract 1, an 86.025 acre tract of land conveyed to 125 Ennis LLC by deed recorded in Instrument No. 2405598, Real Property Records, Ellis County, Texas;

Thence, North 59°15'34" East, along the northwest line of said 31.029 acre tract and the southeast line of said 86.025 acre tract, at a distance of 796.20 feet to a point for corner;

Thence, South 30°44'26" East, a distance of 790.35 feet to a point for corner;

Thence, South 01°54'05" East, a distance of 172.03 feet to a point for corner;

Thence, South 88°05'55" West, a distance of 762.74 feet to a point for corner;

Thence, South 59°49'01" West, a distance of 48.50 feet to a point for corner on the westerly line of said 31.029 acre tract and on the easterly line of said Stokes tract;

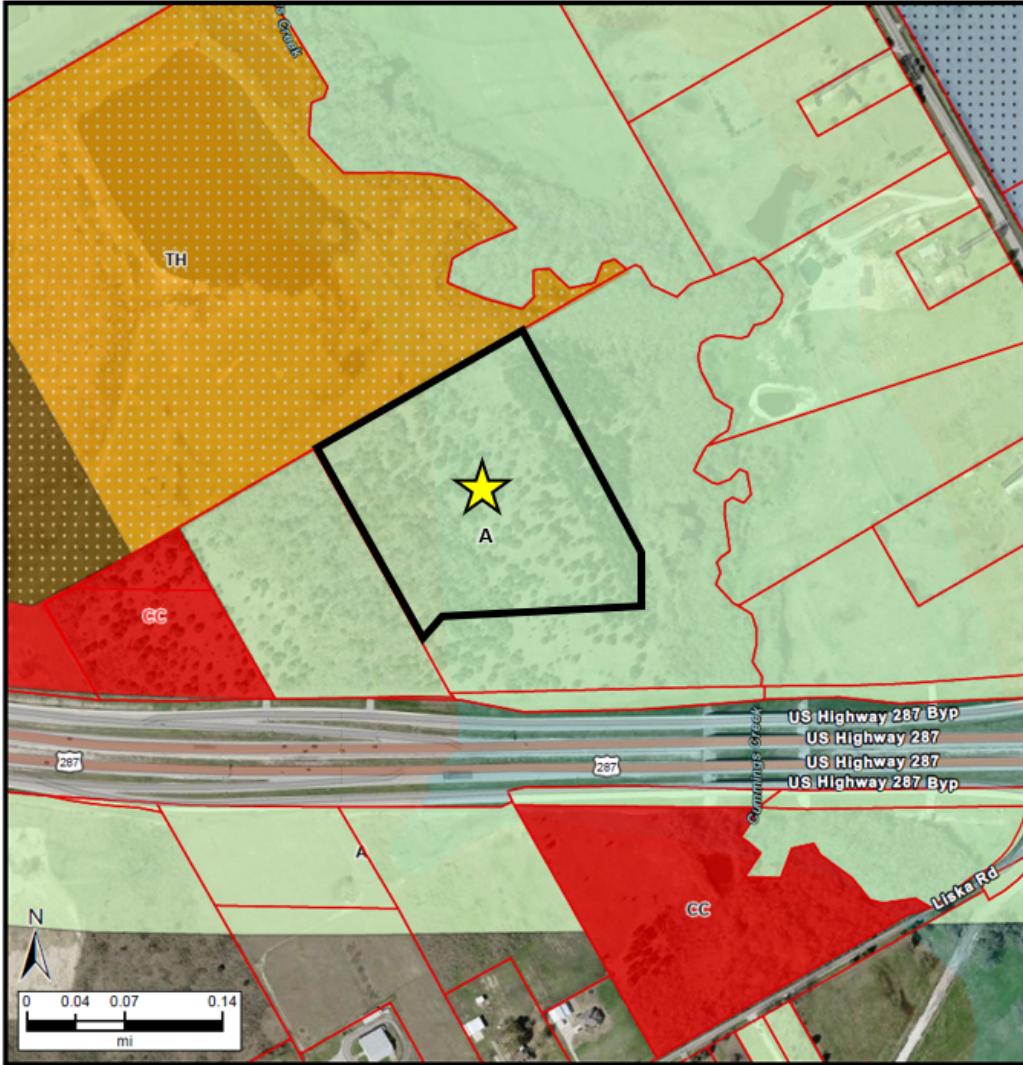
Thence, North 30°23'55" West, along the westerly line of said 31.029 acre tract and the easterly line of said Stokes tract, a distance of 572.68 feet to the Point of Beginning and containing 604,484 square feet or 13.877 acres of land.



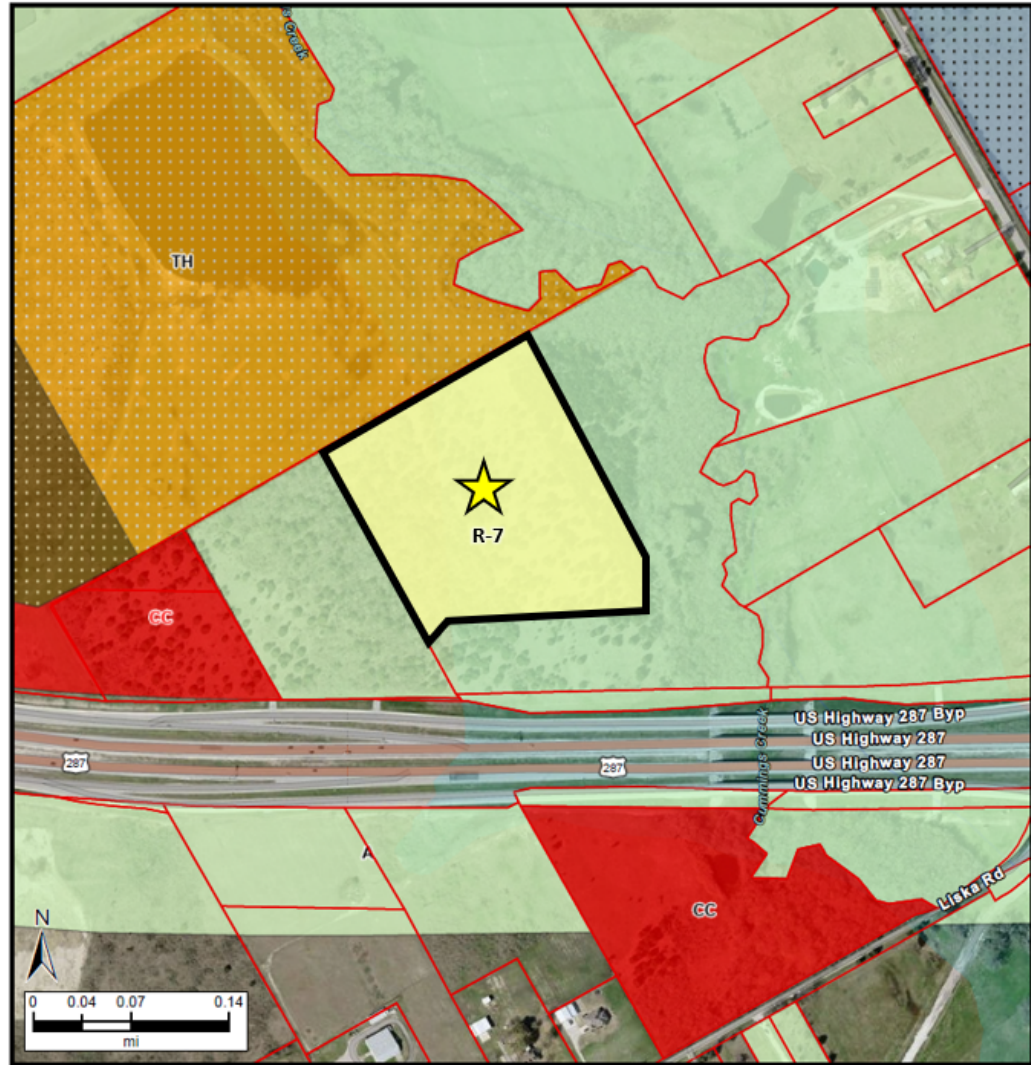
CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411

TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608

Current Zoning



Proposed Zoning



APR 07 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-2

PID No. 197049

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, April 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, May 19, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

During the Public Hearings, the following request(s) will be considered:

**Conduct a Public Hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) to Single-Family Residential District - 7 (R-7) for an approximately 13.877-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.
P&Z Case No.: ZAXA-26-2
Owner: CEBN Enterprises LLC
Applicant: Carroll Consulting Group Inc**

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on April 8, 2026.**

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

In accordance with Texas Local Government Code 211.0061(3) protests must be received from at least 60 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area if the proposed change has the effect of allowing more residential development than the existing zoning regulation or district boundary and does not have the effect of allowing additional commercial or industrial uses unless the additional use is limited to the first floor of any residential development and does not exceed 35 percent of the overall development, to require a favorable vote of a majority of all members of City Commission.

Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;"><u> </u> IN FAVOR OF</p> <p style="font-size: 1.2em; color: blue;">Dyl Stth Pamela Hbb</p> <p>Signature</p> <p style="color: blue;">Only in favor if the flood zone and creek will be addressed. Most of the area is in FEMA Zone A flood zone. The Creek is over grown with trees and it interfere with flow during heavy rains.</p>	<p style="text-align: center;"><u> </u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p>Print Name _____</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Signature _____</p>
--	--

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

STOKES DOUGLAS & PAMELA REVOCABLE TRUST
304 LISKA RD
ENNIS TX 75119-0646



City Commission – Regular Session

Public Hearing- G.-.

- **G.-.** - Conduct a Public Hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) to Single-Family Residential District – 7 (R-7) for an approximately 13.877-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Case No. ZAXA-26-2



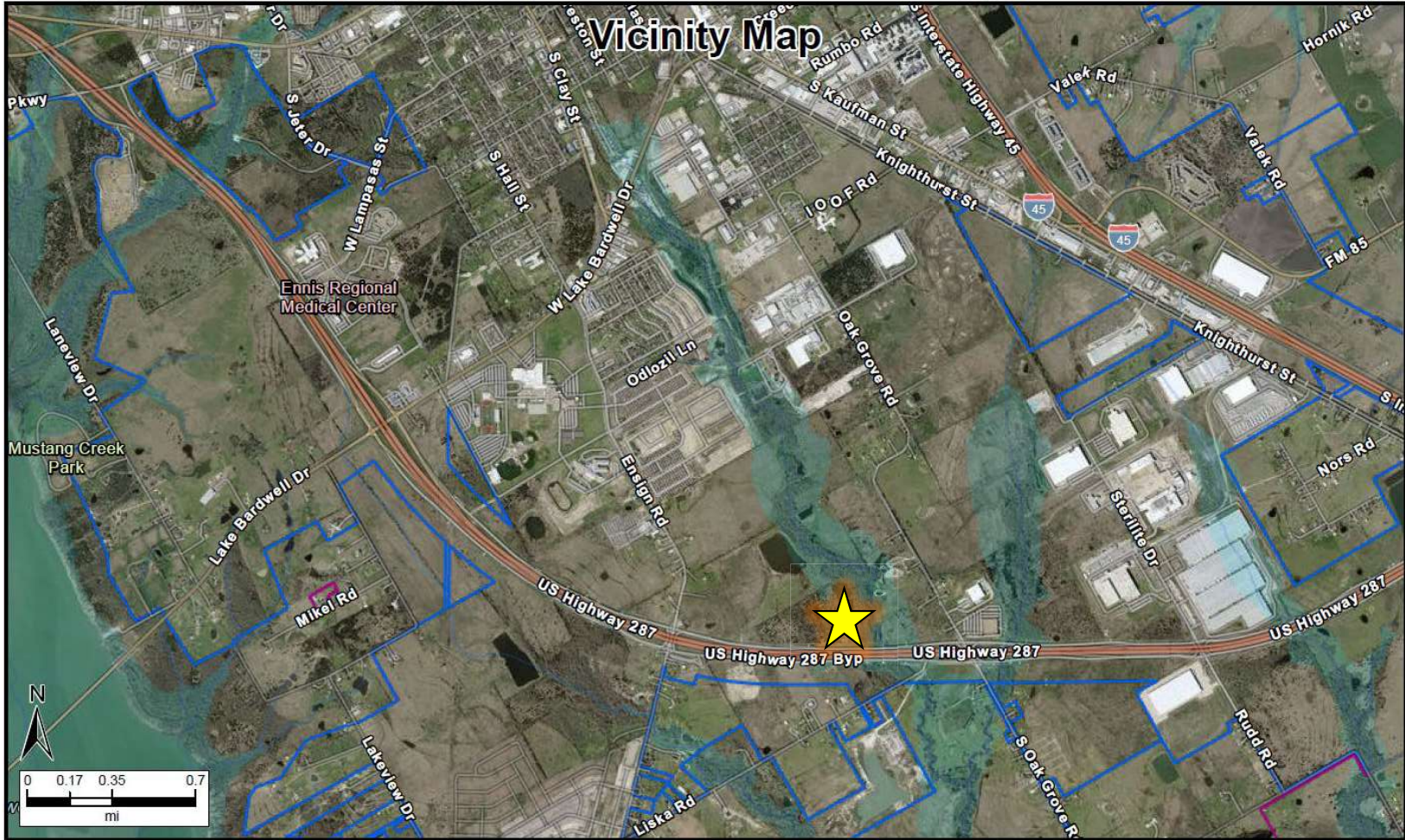
P&Z Case # ZAXA-26-2

Overview:

- Location: Ward 5
- Requested by: Carroll Consulting Group LLC
- From: Agricultural (A)
- To: Single-Family Residential District – 7 (R-7)
- For: 13.877 Acres
- Use: Future Single Family Residential Subdivision (Approx. 56 Lots)
- Notices: 4 Surrounding Property Owners Notified
 - 1 Voted “In Favor”
 - 0 Voted “In Protest”
- Case heard by P&Z Commission on 4/13/26
- P&Z Commission approved the request



P&Z Case # ZAXA-26-2





P&Z Case # ZAXA-26-2

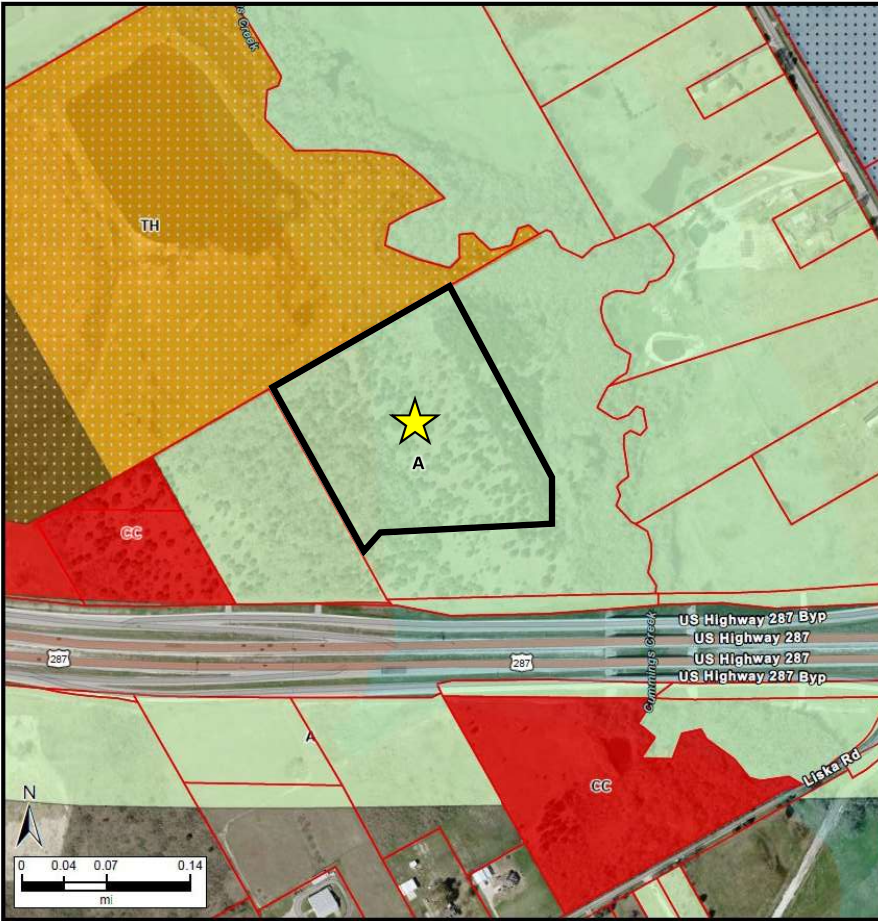




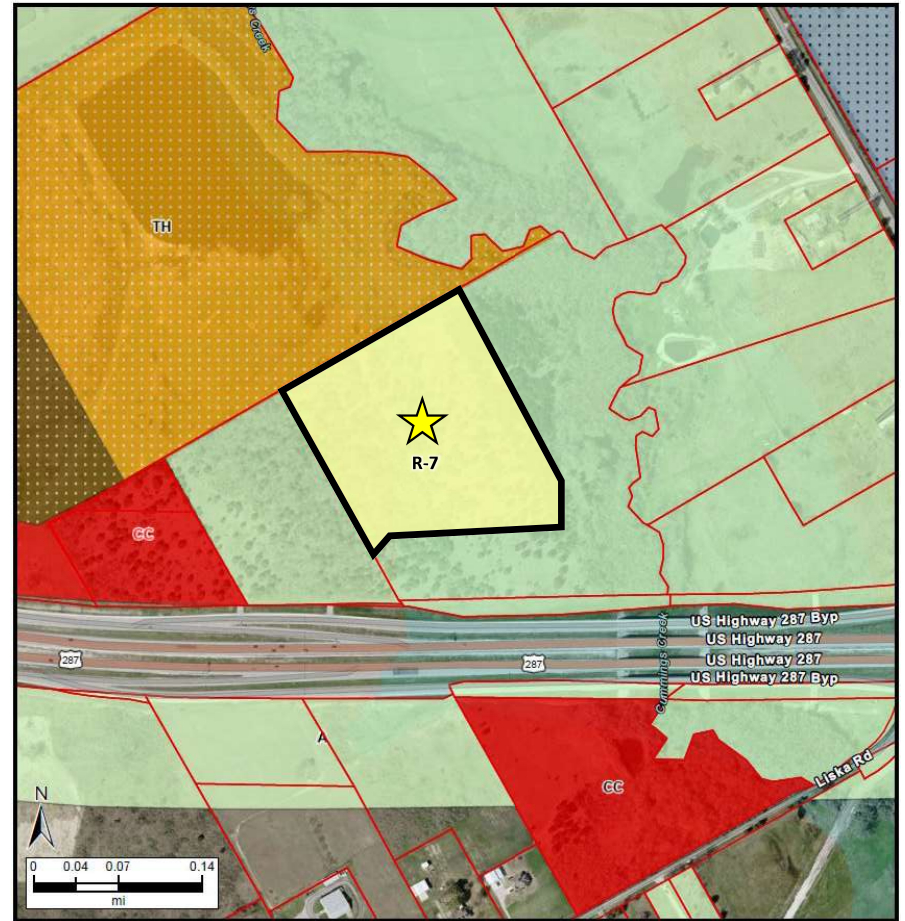
P&Z Case # ZAXA-26-2



Current Zoning

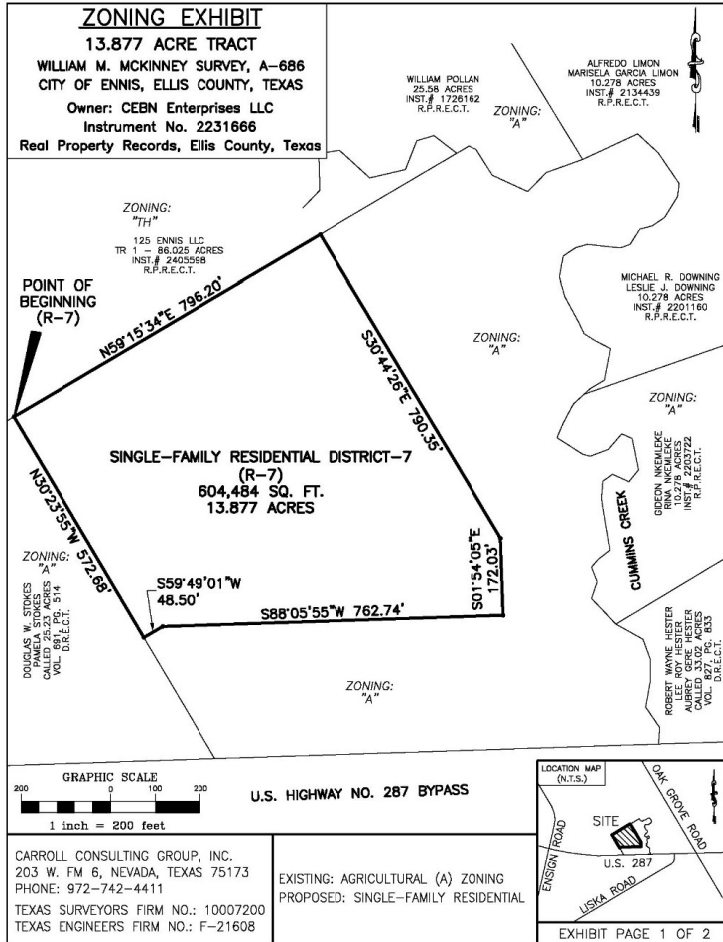


Proposed Zoning



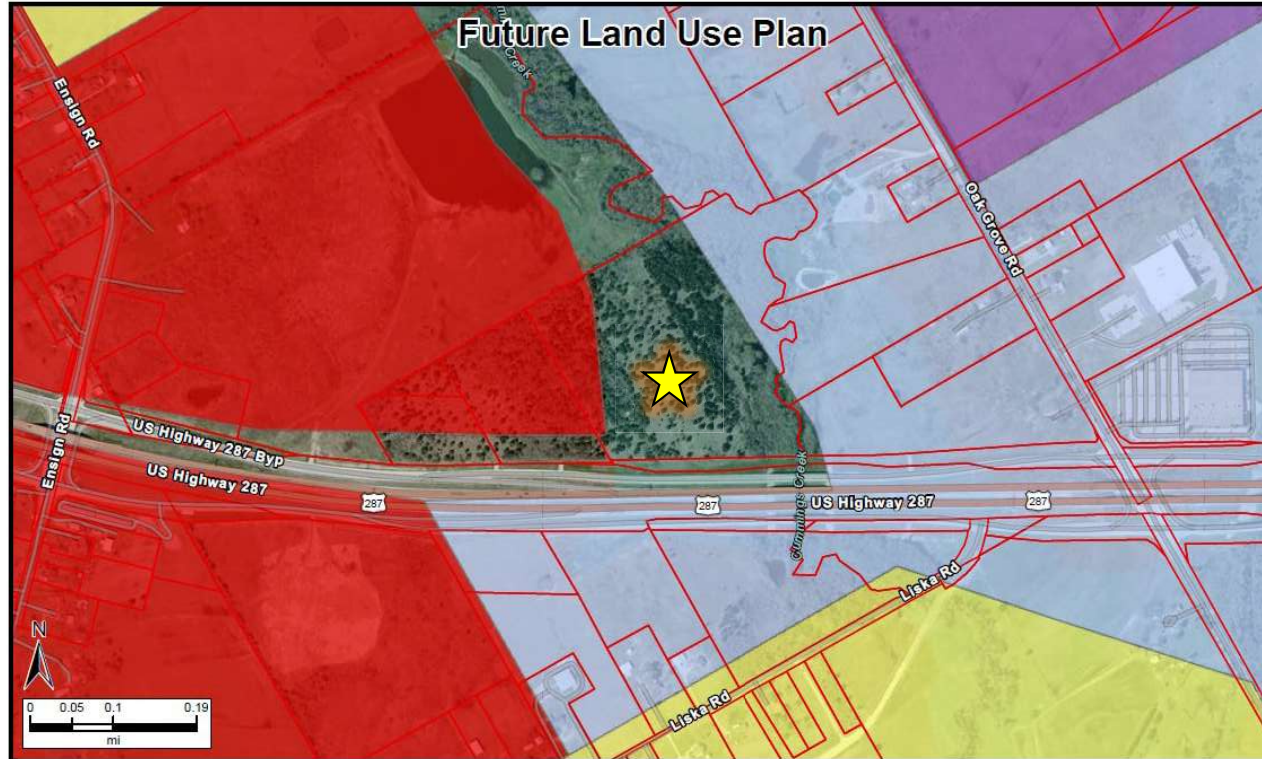


P&Z Case # ZAXA-26-2





P&Z Case # ZAXA-26-2



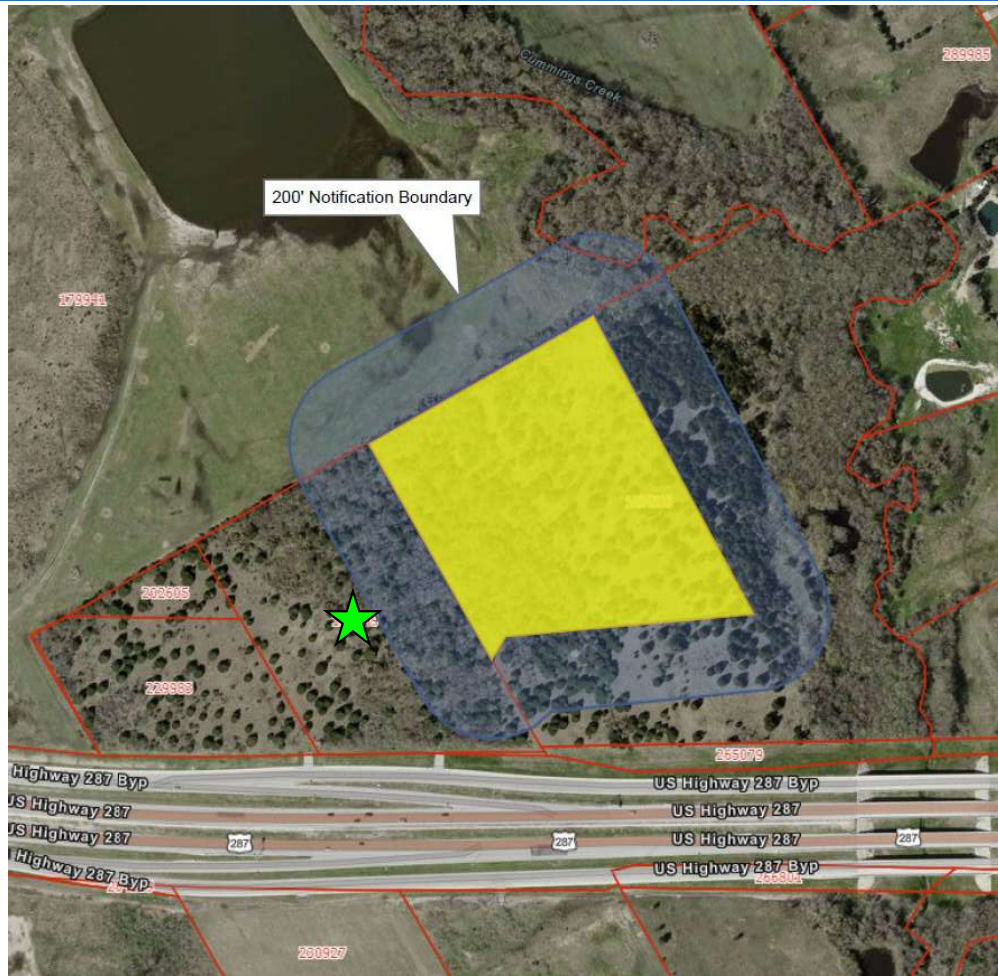
Legend	
Parcels	Industrial Transition
Future Land-Use Plan	New Lakefront Neighborhoods
Business Park	New Neighborhoods
Cemetery	Public-Civic
Downtown	Regional Commercial
Existing Neighborhoods	Rural/AG/Conservation
Existing Traditional Neighborhoods	Floodplain
Industrial	FLD_ZONE, ZONE_SUBTY
Industrial Buffer	Floodway
	1% Annual Chance Flood Hazard Area
	0.2% Annual Chance Flood Hazard Area
	Profile Baseline
	Water Line
	Cross Section
	Base Flood Elevation




Regional Commercial

This land use category is intended to allow for large-scale commercial development with a regional market focus located on major regional corridors such as IH45. The goal is to provide a wide range of retail, employment, civic, and entertainment opportunities for Ennis and the surrounding areas.



P&Z Case # ZAXA-26-2



-  (4) Letters Sent
-  (1) Approvals
-  (0) Protests



P&Z Case # ZAXA-26-2



Overview:

- Location: Ward 5
- Requested by: Carroll Consulting Group LLC
- From: Agricultural (A)
- To: Single-Family Residential District – 7 (R-7)
- For: 13.877 Acres
- Use: Future Single Family Residential Subdivision (Approx. 56 Lots)
- Notices: 4 Surrounding Property Owners Notified
 - 1 Voted “In Favor”
 - 0 Voted “In Protest”
- Case heard by P&Z Commission on 4/13/26
- P&Z Commission approved the request

P&Z Commission Recommends Approval



City Commission – Regular Session

Public Hearing- G.-.

- **G.-.** - Conduct a Public Hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) to Single-Family Residential District – 7 (R-7) for an approximately 13.877-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Case No. ZAXA-26-2

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) to Single Family-7 (R-7) for an approximately 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

The subject property, known as Creekside Reserve, is situated in the 1700-1800 block of U.S. Highway 287, between S. Oak Grove Road and Ensign Road. Creekside Reserve is planned as a single-phase development totaling 30.649 acres, consisting of both residential and commercial components.

The residential portion covers approximately 13.877 acres, is located behind the commercial area, and is currently zoned Agricultural (A). The applicant, Carroll Consulting Group, is requesting to rezone this portion to Single Family Residential-7 (R-7).

On April 13, 2027, the Planning and Zoning Commission held a public hearing and discussed and considered the applicant's zoning request for the subject property. The Commission voted in favor of the zoning change: 4 in favor, 3 against.

RECOMMENDATION:

The Planning and Zoning Commission recommends approval

ATTACHMENTS:

[ORDINANCE NO.-Conduct a Public Hearing to discuss and consider a request for a zoning change from Agricultural \(A\) to Single-Family Residential-7 \(R-7\) for th - Pdf](#)



ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 13.877-ACRE TRACT OF LAND SITUATED IN THE WILLIAM M. MCKINNEY SURVEY, ABSTRACT NO. 686, GENERALLY LOCATED IN THE 1700-1800 BLOCK OF U.S. HIGHWAY 287, BETWEEN SOUTH OAK GROVE ROAD AND ENSIGN ROAD IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, WHICH IS A PORTION OF ELLIS CAD ID 187506, FROM AGRICULTURAL DISTRICT (A) TO SINGLE-FAMILY RESIDENTIAL-7 DISTRICT (R-7); PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING AN AMENDMENT; PROVIDING A ZONING MAP AMENDMENT; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Carroll Consulting Group, Inc. (“Applicant”), acting as authorized representative for the landowner, CEBN Enterprises, LLC, has requested to change the zoning classification from Agricultural District (A) to Single-Family Residential-7 District (R-7) on an approximate 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas, generally located in the 1700-1800 Block of U.S. Highway 287, which is a portion of Ellis CAD ID 187506, and more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”) has recommended to the City Commission to approve the change in zoning district classification on the Property and to amend the official zoning map of the City (the “Zoning Map”) to reflect the Single-Family Residential-7 District (R-7) zoning classification; and

WHEREAS, in accordance with Article 3.2.7 of the City of Ennis Unified Development Ordinance, the City Commission and the Planning and Zoning Commission have determined that the requested zoning change is in compliance with the comprehensive plan, establishes a use permitted under the ordinance, the proposed provision and configuration of public improvements shall be adequate to serve the development, and zoning change is in keeping with the intent and purpose of the City of Ennis Unified Development Ordinance; and

WHEREAS after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Commission at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Commission does hereby find that the requested zoning accomplishes such objectives.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment. The Unified Development Ordinance of the City of Ennis is hereby amended to change the zoning classification on the Property from Agricultural District (A) to Single-Family Residential-7 District (R-7). The Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but not limited to building codes, fire codes and all accessibility standards as required by law.

SECTION 3. Zoning Map Amendment. The Official Zoning Map is hereby amended to reflect the change in zoning classification as set forth in this Ordinance.

SECTION 4. Savings/Repealing Clause. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Ennis hereby declares that it would have passed this Ordinance, and

each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6. Penalty Clause. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day or on which a violation occurs or continues.

SECTION 7. Publication and Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases require.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

G.4.

EXHIBIT "A"
LEGAL DESCRIPTION

G.4.

ZONING:
SINGLE-FAMILY RESIDENTIAL DISTRICT-7 (R-7)
LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF ELLIS

Being a tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas, and being part of a called 31.029 acre tract of land conveyed to CEBN Enterprises LLC by deed recorded in Instrument No. 2231666, Real Property Records, Ellis County, Texas, and being more particularly described as follows:

Beginning at a point for the west corner of said 31.029 acre tract, the north corner of a called 25.23 acre tract of land conveyed to Douglas W. Stokes and Pamela Stokes by deed recorded in Volume 691, Page 514, Deed Records, Ellis County, Texas and being on the southeast line of Tract 1, an 86.025 acre tract of land conveyed to 125 Ennis LLC by deed recorded in Instrument No. 2405598, Real Property Records, Ellis County, Texas;

Thence, North 59°15'34" East, along the northwest line of said 31.029 acre tract and the southeast line of said 86.025 acre tract, at a distance of 796.20 feet to a point for corner;

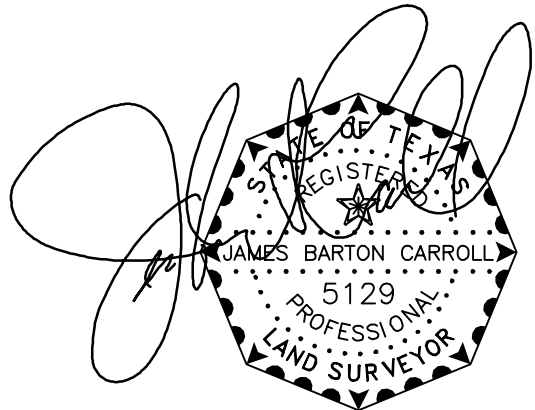
Thence, South 30°44'26" East, a distance of 790.35 feet to a point for corner;

Thence, South 01°54'05" East, a distance of 172.03 feet to a point for corner;

Thence, South 88°05'55" West, a distance of 762.74 feet to a point for corner;

Thence, South 59°49'01" West, a distance of 48.50 feet to a point for corner on the westerly line of said 31.029 acre tract and on the easterly line of said Stokes tract;

Thence, North 30°23'55" West, along the westerly line of said 31.029 acre tract and the easterly line of said Stokes tract, a distance of 572.68 feet to the Point of Beginning and containing 604,484 square feet or 13.877 acres of land.



CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411

TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608

G.4.

ZONING EXHIBIT

13.877 ACRE TRACT

WILLIAM M. MCKINNEY SURVEY, A-686
CITY OF ENNIS, ELLIS COUNTY, TEXAS

Owner: CEBN Enterprises LLC

Instrument No. 2231666

Real Property Records, Ellis County, Texas

WILLIAM POLLAN
25.58 ACRES
INST.# 1726162
R.P.R.E.C.T.

ALFREDO LIMON
MARISELA GARCIA LIMON
10.278 ACRES
INST.# 2134439
R.P.R.E.C.T.

ZONING:
"TH"

125 ENNIS LLC
TR 1 - 86.025 ACRES
INST.# 2405598
R.P.R.E.C.T.

POINT OF
BEGINNING
(R-7)

N59°15'34"E 796.20'

S30°4'26"E 790.35'

SINGLE-FAMILY RESIDENTIAL DISTRICT-7
(R-7)
604,484 SQ. FT.
13.877 ACRES

N30°23'55"W 572.68'

ZONING:
"A"

DOUGLAS W. STOKES
PAMELA STOKES
CALLED 25.23 ACRES
VOL. 691, PG. 514
D.R.E.C.T.

S59°49'01"W
48.50'

S88°05'55"W 762.74'

S01°54'05"E
172.03'

ZONING:
"A"

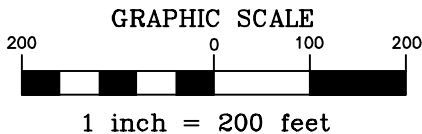
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ZONING:
"A"

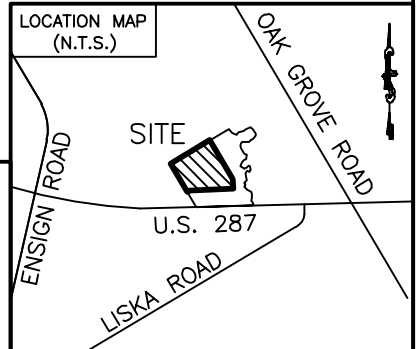
GIDEON NKEMLEKE
RINA NKEMLEKE
10.278 ACRES
INST.# 2203722
R.P.R.E.C.T.

CUMMINS CREEK

ROBERT WAYNE HESTER
LEE ROY HESTER
AUBREY GERE HESTER
CALLED 33.02 ACRES
VOL. 827, PG. 833
D.R.E.C.T.



U.S. HIGHWAY NO. 287 BYPASS



CARROLL CONSULTING GROUP, INC.
203 W. FM 6, NEVADA, TEXAS 75173
PHONE: 972-742-4411

TEXAS SURVEYORS FIRM NO.: 10007200
TEXAS ENGINEERS FIRM NO.: F-21608

EXISTING: AGRICULTURAL (A) ZONING
PROPOSED: SINGLE-FAMILY RESIDENTIAL

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the use of revenue generated from the City of Ennis' participation in the Quality Incentive Payment Program (QIPP) for the purchase, installation, operation, and implementation of Opticom emergency vehicle traffic signal preemption equipment and related infrastructure; recognizing the public safety benefits and community health outcomes associated with improved emergency response times, reduced intersection conflicts, and enhanced emergency medical response capabilities within the City of Ennis; and providing an effective date.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Administration

Staff Contact: Daniel Ortiz, Assistant City Manager

BACKGROUND INFORMATION:

The City of Ennis participated in the Quality Incentive Payment Program (QIPP) as a non-state governmental entity, generating revenue through its participation in the program. QIPP is a state-directed payment program designed to improve healthcare quality and outcomes in nursing facilities through innovation, workforce development, quality measures, and infection control initiatives. Although QIPP rules do not expressly dictate how revenues generated through participation must be spent, prior legal guidance provided to the City concluded that it is the expectation of the Texas Health and Human Services Commission (HHSC) and the Centers for Medicare and Medicaid Services (CMS) that such funds be utilized in ways that improve healthcare services and community health outcomes.

On November 6, 2024, the City Commission took formal action regarding the City's participation in the Quality Incentive Payment Program (QIPP), voting to terminate the City's QIPP contracts without cause on or before August 31, 2025, while authorizing staff to utilize eligible existing QIPP fund balances to meet contractual obligations and retain necessary consultants. Since that time, the City Commission has previously authorized the use of QIPP revenues for public health and emergency response related purposes, including expenses associated with the City's 2024 water emergency response and emergency preparedness infrastructure improvements at the City's Water Treatment Plant.

Staff is requesting City Commission authorization to utilize available QIPP revenues for the implementation of an Opticom Emergency Vehicle Preemption (EVP) System throughout the City of Ennis. The proposed investment directly supports improved emergency medical response capabilities, emergency healthcare access, and public health outcomes within the community.

G.5.

The City of Ennis is committed to protecting the health, safety, and welfare of its residents through the efficient delivery of emergency services and continued investment in critical public safety infrastructure. The proposed project includes the purchase, installation, operation, and implementation of GPS-based Opticom traffic signal preemption equipment at twenty-seven (27) signalized intersections throughout the City, including twenty-two (22) intersections maintained by the Texas Department of Transportation (TXDOT) and five (5) City-maintained intersections. The project also includes equipping twelve (12) emergency response vehicles with GPS and infrared preemption equipment, including Fire Department apparatus and ambulances operated by the City's contracted third-party emergency medical service provider.

Emergency vehicle preemption technology allows responding emergency vehicles to safely control traffic signals by changing signals to green as emergency vehicles approach intersections. The system reduces emergency response delays, minimizes intersection conflicts, and enhances the safety of both emergency responders and the traveling public.

The Ennis Fire Department responds to medical 911 emergency calls within the City and serves as a critical component of the community's emergency medical response system. Fire Department personnel are certified Emergency Medical Technicians (EMTs) and Paramedics who routinely provide advanced medical care, emergency medical treatment, and life-saving interventions. In many emergency situations involving cardiac events, traumatic injuries, fires, rescues, and other life-threatening incidents, the Ennis Fire Department is often the first emergency response agency to arrive on scene and begin patient care prior to ambulance transport.

The City of Ennis is home to five (5) nursing homes and assisted living facilities whose residents rely upon timely and professional emergency medical services and ambulance transport for ongoing healthcare and emergency medical needs. Ensuring reliable emergency response and ambulance service capacity is critical to maintaining healthcare access and protecting vulnerable populations within the community.

Recent emergency medical services (EMS) call data reflects that these five (5) nursing homes and assisted living facilities collectively generate approximately thirty (30) to fifty (50) EMS calls for service per month, demonstrating the significant and ongoing reliance of these facilities on the City's emergency medical response system. Improvements to emergency response travel times and intersection safety directly support the City's ability to deliver timely medical care and emergency transportation services to these vulnerable residents.

Improving emergency response travel times directly impacts patient survivability, emergency medical outcomes, responder safety, and the City's ability to deliver timely emergency services to the public. Signalized intersections remain among the most dangerous locations encountered by emergency responders during emergency operations. National studies referenced by the Federal Highway Administration (FHWA) have documented significant reductions in emergency vehicle crashes and measurable improvements in emergency response times following implementation of emergency vehicle preemption systems.

The City of Ennis also continues to experience increased traffic congestion associated with ongoing railroad construction activities, school traffic, and general growth throughout the community. These conditions have contributed to delays for emergency responders during critical incidents. Implementation of the Opticom system is expected to improve emergency response efficiency, emergency medical response capabilities, and operational safety throughout the City.

The proposed deployment utilizes modern GPS-based emergency vehicle preemption technology currently deployed in many major municipalities throughout the United States. The system also includes infrared emitter capability, which may provide future operational flexibility for emergency access to secured facilities, gated communities, and other restricted-access sites within the community.

The City contracts with a third-party ambulance provider to provide emergency medical transport services within the City. The proposed resolution authorizes expenditures necessary to equip ambulances utilized by the City's contracted EMS provider serving Ennis, including costs associated with future transfer, replacement, reinstallation, and maintenance of emergency vehicle preemption equipment installed on those ambulances.

FINANCIAL IMPACT:

The estimated total project cost for the Opticom Emergency Vehicle Preemption System is approximately \$385,079.00, including:

- Intersection equipment and installation;
- Vehicle-mounted GPS and infrared emitter equipment for City Fire Department Vehicles;
- Communications and signal integration infrastructure;
- Labor and implementation costs; and
- Related project expenses.

Cost associated with equipping ambulances is being determined would be in addition to estimate above.

Staff recommend utilizing available QIPP revenues and eligible existing QIPP fund balances for this purpose.

Future maintenance, transfer, replacement, and operational costs associated with vehicle-mounted equipment installed on ambulances operated by the City's contracted EMS provider may be addressed through separate agreements or memorandums of understanding with the provider.

POLICY IMPLICATIONS:

The proposed use of QIPP revenues for the implementation of emergency vehicle traffic signal preemption infrastructure has been reviewed in light of prior legal guidance received by the City regarding the permissible use of QIPP revenues. Legal guidance previously provided to the City concluded that utilizing QIPP-related revenues for programs, infrastructure, equipment, and initiatives that improve healthcare services and community health outcomes is permissible and consistent with the overall intent and expectations associated with the program.

The proposed Opticom deployment supports improved emergency medical response capabilities, reduced emergency response delays, improved patient outcomes, enhanced responder safety, and overall public health and safety within the community.

The project also supports broader City objectives associated with:

- Emergency preparedness;
- Public safety infrastructure modernization;
- Traffic management improvements;
- Smart transportation technologies; and
- Enhanced emergency response coordination.

G.5.

ATTACHMENTS:

[RESOLUTION NO.- QIPP Revenues for Signal Preemption System - Pdf](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE USE OF REVENUE GENERATED FROM THE CITY OF ENNIS' PARTICIPATION IN THE QUALITY INCENTIVE PAYMENT PROGRAM (QIPP) FOR THE PURCHASE, INSTALLATION, OPERATION, AND IMPLEMENTATION OF OPTICOM EMERGENCY VEHICLE TRAFFIC SIGNAL PREEMPTION EQUIPMENT AND RELATED INFRASTRUCTURE; RECOGNIZING THE PUBLIC SAFETY BENEFITS AND COMMUNITY HEALTH OUTCOMES ASSOCIATED WITH IMPROVED EMERGENCY RESPONSE TIMES, REDUCED INTERSECTION CONFLICTS, AND ENHANCED EMERGENCY MEDICAL RESPONSE CAPABILITIES WITHIN THE CITY OF ENNIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis participated in the Quality Incentive Payment Program (QIPP) as a non-state governmental entity, generating revenue through its participation; and

WHEREAS, QIPP is a state directed payment program designed to help nursing facilities achieve transformation in care quality through innovation; and

WHEREAS, the City Commission of the City of Ennis previously took formal action regarding the City's participation in QIPP, voting to terminate the City's QIPP contracts without cause on or before August 31, 2025, while further authorizing staff to utilize eligible existing QIPP fund balances to meet contractual obligations and retain necessary consultants; and

WHEREAS, the City Commission further finds and affirms that the substantial majority of QIPP funds received by the City were expended and transferred to participating nursing facilities for the purpose of improving quality of care, enhancing resident outcomes, and supporting facility-level healthcare initiatives consistent with the intent of the QIPP program; and

WHEREAS, the City of Ennis is committed to protecting the health, safety, and welfare of its citizens, including those who reside in nursing facilities, through the efficient delivery of emergency services; and

WHEREAS, the City of Ennis is home to five (5) nursing homes and assisted living facilities, whose residents rely on timely and high-quality emergency medical services to address their healthcare needs; and

WHEREAS, the five (5) nursing homes and assisted living facilities in Ennis account for a significant number of emergency medical services (EMS) calls for service; and

WHEREAS, the City of Ennis desires that QIPP revenues be appropriately utilized for programs, infrastructure, equipment, and public safety initiatives that improve health outcomes and enhance the wellbeing of residents within the City of Ennis; and

WHEREAS, emergency vehicle traffic signal preemption systems improve emergency response operations by allowing responding emergency vehicles to safely control traffic signals, reducing response times and minimizing intersection conflicts during emergency responses; and

WHEREAS, reducing emergency response times is critical to protecting life, minimizing the severity of medical emergencies, fires, traumatic incidents, and other emergency situations, and improving outcomes for residents and visitors requiring emergency assistance; and

WHEREAS, the Ennis Fire Department responds to all medical 911 emergency calls within the City of Ennis and serves as a critical component of the City's emergency healthcare and emergency medical response system; and

WHEREAS, members of the Ennis Fire Department are certified Emergency Medical Technicians (EMTs) and Paramedics who routinely provide advanced medical care, life-saving interventions, and emergency medical treatment to residents and visitors throughout the community; and

WHEREAS, the Ennis Fire Department is frequently the first emergency response agency to arrive on scene during medical emergencies, cardiac events, traumatic injuries, fires, rescues, and other life-threatening incidents, often initiating critical patient care prior to ambulance transport; and

WHEREAS, reducing delays encountered by emergency responders at signalized intersections can improve patient survivability, reduce the severity of medical emergencies, improve emergency medical outcomes, and strengthen the City's ability to deliver timely emergency medical services to the public; and

WHEREAS, the City Commission finds that the implementation of Opticom emergency vehicle traffic signal preemption technology constitutes a public safety and public health investment that will improve emergency medical response capabilities, enhance community health outcomes, and better protect the lives and wellbeing of residents and visitors within the City of Ennis; and

WHEREAS, signalized intersections are among the most dangerous locations encountered by emergency responders, and emergency vehicle preemption technology has been shown nationally to reduce emergency vehicle intersection crashes, improve travel times, and enhance public safety; and

WHEREAS, the Federal Highway Administration (FHWA) has identified emergency vehicle preemption systems as an effective traffic incident management technology that enhances responder safety and reduces emergency response delays; and

WHEREAS, the City of Ennis continues to experience traffic congestion associated with ongoing railroad construction projects, increased vehicular traffic, and school-related traffic patterns that adversely impact emergency response times throughout the community; and

WHEREAS, the City Commission finds that implementation of a GPS-based Opticom emergency vehicle preemption system at signalized intersections throughout the City will improve emergency response capabilities, reduce delays for fire and EMS personnel, and enhance the safety of both emergency responders and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: The City Commission of the City of Ennis hereby authorizes the use of Quality Incentive Payment Program (QIPP) revenues and eligible existing QIPP fund balances for expenses associated with the procurement, installation, operation, implementation, and maintenance of Opticom emergency vehicle traffic signal preemption equipment and related infrastructure improvements within the City of Ennis.

SECTION 2: Such expenditures may include, but are not limited to:

- Intersection-mounted preemption equipment;
- Vehicle-mounted GPS and infrared emitter equipment;
- Signal cabinet and communications equipment;
- Installation labor and related construction costs;
- Traffic signal integration equipment;
- Engineering, configuration, implementation, and maintenance services;
- Necessary agreements with TXDOT and other entities;
- Vehicle-mounted equipment and related infrastructure installed on Fire Department apparatus and ambulances operated by the City's contracted third-party emergency medical service provider serving the City of Ennis;
- Costs associated with transferring, reinstalling, upgrading, replacing, or maintaining preemption equipment on replacement ambulances utilized to provide emergency medical transport and response services within the City of Ennis; and
- Any ancillary costs necessary to complete the deployment, operation, expansion, and long-term functionality of the emergency vehicle preemption system.

SECTION 3: The City Commission hereby authorizes the Mayor, City Manager, or designee, to execute any agreements, memorandums of understanding, purchase orders, cooperative purchasing documents, TXDOT agreements, or other documents necessary to implement the Opticom emergency vehicle preemption project and expend QIPP funds for such purposes.

SECTION 4: The City Commission finds that the implementation of emergency vehicle traffic signal preemption technology serves a substantial governmental and public safety purpose by improving emergency response times, reducing emergency vehicle intersection conflicts, enhancing responder safety, improving emergency medical response capabilities, mitigating traffic congestion impacts, and strengthening the City's emergency response infrastructure.

SECTION 5: This Resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

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LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, approving an Agreement with the Texas Department of Transportation (“TXDOT”) for the installation, operation, and maintenance of traffic signal preemption equipment at TXDOT maintained intersections within the city limits; authorizing the purchase of traffic control signal preemption equipment from Consolidated Traffic Controls, Inc., through the HGACBuy Cooperative Purchasing Program in an amount not to exceed \$400,000; authorizing the Mayor to execute any documents in connection therewith; and providing an effective date.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Fire

Staff Contact: Bill Evans, Fire Chief

BACKGROUND INFORMATION:

The City of Ennis is committed to improving emergency response capabilities and public safety. Traffic signal preemption technology allows emergency vehicles to control traffic signals, reducing response times and improving safety for both responders and the public.

The implementation of this system will significantly improve response times during the ongoing railroad construction project, as well as after the project has been completed. Currently, during school arrival and dismissal periods, fire and EMS units experience significant delays due to increased traffic congestion. Traffic signal preemption will assist in managing and controlling traffic flow, reducing delays and improving response times. This enhancement will also increase safety for responding personnel and the public by minimizing intersection conflicts during emergency responses.

Many intersections within the city limits are maintained by the Texas Department of Transportation (TXDOT). Installation of preemption equipment at these intersections requires a formal agreement outlining the responsibilities of each party. Under the agreement, the City will be responsible for all costs associated with the installation, operation, and maintenance of the preemption equipment.

Consolidated Traffic Controls, Inc. is an authorized vendor through the HGACBuy cooperative purchasing program, allowing the City to procure the equipment efficiently and in compliance with state purchasing requirements.

Staff recommends outfitting twenty-seven (27) intersections and twelve (12) emergency response vehicles with signal preemption equipment. Nine (9) of these vehicles are owned by the City of Ennis and assigned to the Fire Department. The remaining three (3) vehicles are ambulances owned and operated by Allegiance EMS.

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Allegiance EMS has agreed to cover the cost associated with transferring the preemption equipment to replacement ambulances as they are placed into service. Ownership of the Opticom equipment will remain with the City of Ennis; however, Allegiance EMS will be responsible for the cost of uninstalling and reinstalling the equipment in new ambulances. This arrangement will be formalized through a Memorandum of Understanding (MOU) with Allegiance EMS upon approval.

FINANCIAL IMPACT:

The total cost for the purchase of traffic signal preemption equipment will not exceed \$400,000. Staff is recommending the use of QIPP funds to purchase the equipment.

POLICY IMPLICATIONS:

Safe and Healthy Community - Invest in innovative programming, collaborative community partnerships, and provide the resources needed to help ensure public safety and wellbeing for people in Ennis.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[EVP Benefits](#)

[RESOLUTION NO.-Opticom - TXDOT Agreement - Pdf](#)



U.S. Department of Transportation
Federal Highway Administration

Next-Generation Traffic Incident Management: (NextGen TIM Tech) for Saving Lives

Emergency Vehicle Preemption (EVP)

Photo Credit: Enforcement Engineering, Inc.

Emergency vehicle operation is a dangerous part of the job for public safety agencies, such as police, fire, and emergency medical services. Signalized intersections are particularly dangerous, and they require responders to slow or stop and proceed cautiously when facing a red signal. Emergency vehicle preemption (EVP) changes the traffic signal indication to green for an approaching emergency response vehicle, while promptly displaying a red signal to drivers who may cross the emergency vehicle's path. This interruption of the normal traffic signal operation enhances safety and reduces response time for an approaching emergency response vehicle.

The concept of EVP has existed for several decades and is generally implemented in one of two ways: vehicle based and system based. Vehicle-based systems rely on transmitter equipment mounted in the responder vehicle that communicates with receiver equipment at each signalized intersection. Upon receiving a visual, audible, or wireless signal that an emergency vehicle in response mode is approaching, the individual signal controller at the intersection preempts the timing plan and gives preference to the appropriate intersection approach (see [figure 1](#)).

Although the vehicle-based approach is still widely used, system-based approaches are quickly becoming a focus of attention. By taking advantage of newer, modern technologies, system-based traffic signal preemption is more reliable, more cost effective, and less cumbersome to manage. Automated vehicle location (AVL) technology, computer-aided dispatch (CAD), and centralized traffic signal system control using advanced traffic management systems (ATMS) allow agencies to implement signal preemption without dedicated hardware installed in the field (see [figure 2](#)).

Through CAD integration, the ATMS may know when dispatchers assign response vehicles to high-priority emergency calls and provide preferred response routes. The AVL pinpoints the real-time location of responding vehicles, and preemption requests are transmitted to

traffic signals using a central traffic control system with communication to the traffic signal.

System-based EVP allows the response vehicle to select any route to the emergency scene. Rather than define the route and trigger EVP at equipped signalized intersections along the way, the system-based approach may easily be scaled for an entire network. The Global Positioning System-based technology uses geofences around the signalized intersection to detect the approaching emergency vehicle and send a request to change or keep the signal phase green. The real-time speed and distance of the responding vehicle are factored into triggering the signal and the duration of the preemption.

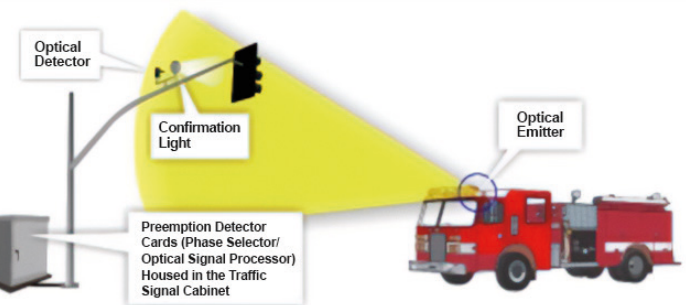


Figure 1. Illustration. Maricopa Association of Governments vehicle-based emergency vehicle preemption solutions. (Photo Credit: Maricopa Association of Governments.)



Although both vehicle and system approaches are proven, the latter has advantages when it comes to cost, reliability, scalability, and ease of management. Managing EVP across jurisdictions is possible with both systems with planning and coordination.

Figure 2. Photo. Image of first responder vehicle. (Photo Credits: Enforcement Engineering, Inc. and Getty Images.)

IMPLEMENTATION AND BENEFITS

Coordinated planning, policies, and involvement from agencies responsible for traffic signal and public safety are key to a successful EVP program. Beyond the equipment or systems required to establish the EVP, agency policy and user training are necessary. Performance management and reporting are also relevant parts of implementation to monitor activations, quantify benefits, and justify the program.

St. Paul, MN, experienced a 71 percent reduction in emergency vehicle crashes after deploying EVP.¹

The Virginia Tech Transportation Institute determined that the average duration of a preemption was 25 seconds and that effects on side streets were usually cleared within one cycle.²

Response times decreased by 14 to 23 percent, or a total of 70 seconds, on average, in a Denver, CO, EVP evaluation at six intersections.³

The Plano, TX, Fire Department experienced 7 crashes at signalized intersections from 1981 to 1983, and just 4 intersection crashes in the more than 20 years following implementation of EVP.⁴

Average delay per intersection before EVP was 7 seconds, and 1 second after implementation.⁵

The system-based arrangement installed in San Jose, CA, was approximately \$8 million less than the hardware-based alternative for fewer intersections (see [figure 3](#)).⁶



Figure 3. Illustration. System-based arrangement of emergency vehicle preemption. (Photo Credits: Enforcement Engineering, Inc. and Getty Images.)

CONCLUSION

Although the concept of EVP is not new, advances in traffic signal and vehicle location technologies have paved the way for innovation. Cost-effective implementation coupled with fewer operational challenges and reduced maintenance costs make EVP worthy of a new look.

RESOURCES

- ¹ Fire Chief, Department of Fire and Safety Services, St. Paul, MN. 1977. *Emergency Vehicle Accident Study*.
- ² McHale, G.M. and J. Collura. 2003. *Improving Emergency Vehicle Traffic Signal Priority System Assessment Methodologies*. Paper presented at the 82nd Annual Meeting of the Transportation Research Board, Washington, DC.
- ³ City of Denver Department of Safety. 1978. *Time Study on the Effectiveness of the Opticom Traffic Control System*. Report prepared for the City of Denver by the Denver Department of Safety, FHWA Report No. D-ORTS/78.5.
- ⁴ FHWA. 2006. *Traffic Signal Preemption for Emergency Vehicles: A Cross-Cutting Study*. FHWA-JPO-05-010.
- ⁵ Nguyen, H. 2023. Central EVP. Presented at the 2023 Intelligent Transportation System (ITS) Northern California Luncheon.
- ⁶ Saville, R., and H. Nguyen. 2018. "Expanding the Capabilities of Your Traffic Signal Management System by Centralizing Emergency Vehicle Preemption Management." Presented at the 2018 ITSA Annual Meeting.

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For more information, visit the
[FHWA EDC7 Next-Generation TIM
Web Page](#)

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Except for the statutes and regulations cited, the contents of this document do not have the force and effect of law and are not meant to bind the States or the public in any way. This document is intended only to provide information regarding existing requirements under the law or agency policies.





RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”) FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT AT TXDOT MAINTAINED INTERSECTIONS WITHIN THE CITY LIMITS; AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL SIGNAL PREEMPTION EQUIPMENT FROM CONSOLIDATED TRAFFIC CONTROLS, INC., THROUGH THE HGACBUY COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED \$400,000; AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis (“City”) is committed to protecting the health, safety, and welfare of its citizens through the efficient delivery of emergency services; and

WHEREAS, emergency vehicle preemption systems improve response times and enhance public safety by allowing emergency vehicles to safely control traffic signals; and

WHEREAS, the City desires to install, operate, and maintain traffic signal preemption equipment at designated Texas Department of Transportation (“TXDOT”) controlled intersections within the City limits; and

WHEREAS, TXDOT requires an agreement outlining the responsibilities of each party for the installation, operation, and maintenance of such equipment; and

WHEREAS, under such agreement, the City will be responsible for all costs associated with the installation, operation, and maintenance of the preemption equipment; and

WHEREAS, City staff has evaluated the Opticom signal preemption system and determined it to be a reliable and effective solution to improve emergency response operations within the City; and

WHEREAS, Consolidated Traffic Controls, Inc. is an authorized vendor under the HGACBuy Cooperative Purchasing Program, Contract No. PE-05-21, for the provision of Opticom traffic signal preemption equipment; and

WHEREAS, the City Commission finds that entering into the agreement with TXDOT and purchasing the Opticom signal preemption system from Consolidated Traffic Controls, Inc., is in the best interest of the City and will enhance emergency response capabilities and public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1. An Agreement with the Texas Department of Transportation for the installation, operation, and maintenance of traffic signal preemption equipment at TXDOT controlled intersections within the City of Ennis is approved.

SECTION 2. The City Commission hereby authorizes the purchase of Opticom traffic signal preemption equipment from Consolidated Traffic Controls, Inc., through the HGACBuy Cooperative Purchasing Program, Contract No. PE-05-21, in an amount not to exceed four hundred thousand dollars and zero cents (\$400,000.00).

SECTION 3. The Mayor is authorized to execute the Agreement with TXDOT, any necessary agreements to complete the procurement and implementation of the Opticom traffic signal preemption equipment, and all documents in connection therewith.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.: PE-05-21	Date Prepared: 4/28/2026
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>				
Buying Agency: Ennis Fire Department		Contractor: Consolidated Traffic Controls, Inc.		
Contact Person: Bill Evans		Prepared By: Bobby Hale		
Phone: 972-921-2711		Phone: 800-448-8841		
Fax:		Fax: 800-448-8850		
Email: Bevans@ennistx.gov		Email: Bobby.Hale@CTc-Traffic.com		
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment		
General Description of Product:		Traffic Control Equipment		
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary				
-				
Line Number	Quan	Description	Unit Pr	Total
810	12	110283 Model 794H LED Emitter	\$ 1,605.00	\$ 19,260.00
839	27	110610-MM Model 764 Multimode Phase Selector	\$ 3,305.00	\$ 89,235.00
842	27	110603-MM Model 768 Auxiliary Panel	\$ 780.00	\$ 21,060.00
844	27	110611 3100 GPS Radio Unit (Mast or Cabinet Mount)	\$ 3,280.00	\$ 88,560.00
846	12	110601 2100 GPS Preemption Vehicle Kit (Radio, Antenna, Cable, Install Kit)	\$ 3,950.00	\$ 47,400.00
885	27	108001 External Mounting Cabinet	\$ 596.00	\$ 16,092.00
889	8	110605 GPS Cable 500 Ft Roll (Per Roll)	\$ 1,300.00	\$ 10,400.00
892	27	201011 (hub) Mast Arm Mount (GPS)	\$ 160.00	\$ 4,320.00
893	27	100201 Model 380 Card Rack	\$ 551.00	\$ 14,877.00
924	350	CTCINSTALL CTC Labor: GPS Opticom Intersection Antenna on Mast Arm Two men Two pickups (Crash Truc	\$ 180.00	\$ 63,000.00
925	145	CTCINSTALL Bucket Truck Upcharge (Include Both Drive and On Site Time)	\$ 75.00	\$ 10,875.00
Total From Other Sheets, If Any:				
Subtotal A:				\$ 385,079.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)				
Quan	Description	Unit Pr	Total	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total From Other Sheets, If Any:				
Subtotal B:				\$ -
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is:				0%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges				
Quan	Description	Unit Pr	Total	
			\$ -	
			\$ -	
Subtotal C:				\$ -
Delivery Date: 30 to 45 Days ARO		D. Total Purchase Price (A+B+C): \$ 385,079.00		

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Ennis, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Ennis, pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A.** The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B.** No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- B. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those

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funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Ennis Attn: City Manager 107 N. Sherman St. Ennis, TX 75119	Texas Department of Transportation Attn: Traffic Operations 4777 East Highway 80 Mesquite, TX 75150

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ENNIS

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Dallas District Engineer

EXHIBIT A

Intersections	
1	Clay @ Lampasas
2	Ennis AVE @ Laurel
3	Ennis AVE @ Clay
4	Ennis AVE @ Hall
5	Ennis AVE @ IH 45
6	Ennis AVE @ Jeter
7	Ennis AVE @ Kaufman
8	Ennis AVE @ Preston
9	Ennis AVE @ Yorktown
10	Gilmer @ Preston
11	Kaufman @ Creechville
12	Kaufman @ Lampasas
13	Kaufman @ Milam
14	Kaufman @ MLK
15	Lake Bardwell @ 287 Bypass
16	Lake Bardwell @ Ensign
17	Lake Bardwell @ Oak Grove
18	Ennis AVE @ Dallas
19	Ennis AVE @ McKinney
20	Ennis AVE @ NE Main
21	Ennis AVE @ NW Main
22	Creechville @ S. Sonoma

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an Antenna Site Lease Agreement between the City of Ennis and the Ellis County Amateur Radio Club (ECARC) for their purpose and use in support of existing emergency communications activities which include the operation and upkeep of an amateur radio repeater system, omni-directional antenna, connecting cable, and power system.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Emergency Management

Staff Contact: Chad Marshall, Emergency Management Coordinator

BACKGROUND INFORMATION:

The Ellis County Amateur Radio Club (ECARC) and the City of Ennis have long been partners in sharing responsibility for public safety access to emergency communications via amateur radio frequencies and equipment. As evidence of this effort, the ECARC has housed, within an area of approximately 10 square feet, and maintained an amateur radio repeater system, omni-directional antenna, connecting cables, and power system within the existing Ennis Water Tower structures located at 1506 N. Sherman St., Ennis, Ellis County, Texas.

Recently, it was determined that there was a need to modernize/formalize this relationship and bring this updated agreement before Commission for approval. Main points and provisions of the Antenna Site Lease Agreement include:

1. Identification of the Lease Premises
2. City of Ennis Approval Contingency which includes the Lease Application and Interference Agreement
3. Term and Renewals (through December 31, 2031, with five-year renewal periods thereafter)
4. Lessee's Uses and priority of use by Public Safety and Government Agencies over that of the ECARC
5. Advances in Technology and the ECARC's discretion to replace antennas and equipment
6. Defense and Indemnification provisions
7. Liability provisions
8. Lease Termination provisions
9. Temporary Interruptions of Service provisions
10. Lessee Interference provisions
11. Enforcement provisions
12. Governing Law provisions

The longstanding relationship between the Ellis County Amateur Radio Club and the City of Ennis is vital to providing redundant access to, and continuity of communications during natural and man-made disasters and/or other public emergencies.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

Safe and Healthy Community - Engage the community through education and outreach, invest in innovative programming, collaborative community partnerships, and provide the resources needed to help ensure public safety and wellbeing for people in Ennis.

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[Ennis Antenna Site Lease Agreement 2026 - signed by ECARC](#)

[ECARC Antenna Site Lease Agreement Exhibit A](#)

[RESOLUTION NO.-Authorize the Ellis County Amateur Radio Club Antenna Site Lease Agreement - Pdf](#)

ANTENNA SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made this day of May 1, 2026, between the City of Ennis Texas ("Lessor"), and the Ellis County Amateur Radio Club or ECARC ("Lessee") is placed into effect to support the existing Emergency Communications activities that both parties provide for the welfare of the local citizens. Lessor and Lessee may be referred to herein jointly as the "Parties," and singularly as a "Party."

For good and valuable consideration, the Parties agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Agreement, Lessor hereby leases to Lessee a portion of Lessor's property, consisting of approximately 10 square feet ("Leased Premises") within the existing Ennis Water Tower structure ("Structure"), located at 1506 North Sherman Street, County of Ellis, State of Texas ("Site"), solely for the placement of an Amateur radio repeater system, omni-directional antenna, connecting cables, and power system. Said location will be determined by Lessor and an Exhibit A detailing this location will be added to this Lease.

2. **City of Ennis Approval Contingency.**

(a) **Lessee Application.** Lessee's right to use the Leased Premises is expressly made contingent upon Lessee's agreement that the installation, operation, and maintenance actions will not adversely affect the status of the Leased Premises with respect to the Lessee's proposed use thereof.

(b) **Interference Agreement.** Lessee agrees that the intended use will not interfere with any existing communications facilities. If at any time the Lessor finds that there is interference that cannot be reasonably remedied, Lessee agrees that offending equipment may be temporarily turned off by the Lessor without notice to Lessee. If any interference situations are discovered, the Lessee will cooperate with the Lessor to properly diagnose and remedy any degradation to existing or new communication systems at the Site.

3. **Term and Renewals.** The "Initial Term" of this Lease shall commence on the date in the first paragraph of this Lease ("Effective Date") and end on December 31 of the fifth calendar year of the Lease. Subject to the terms and conditions of this Lease, the Parties may agree to extend this Lease for additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

4. **Lessee's Use.**

(a) **User Priority.** Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Lessee's use shall be subordinate accordingly:

1. Lessor;

2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Lessor;
3. Other governmental agencies where use is not related to public safety; and
4. Government-related entities whose antennae offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or television broadcasters.

(b) Purposes. Lessee shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Lessor approved communications antenna and equipment for emergency communications purposes. Lessee shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies as prescribed for Amateur Radio Operations.

(c) Construction. Lessee may erect and operate a single antenna and single radio which will comply with Standard Engineering practices and guidelines for said equipment.

(d) Maintenance. Improvement Expenses. All modifications to the Leased Premises and all improvements made for Lessee's benefit shall be at the Lessee's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Lessor's facilities on or adjacent to the Leased Premises, and secured by Lessee. Since the Lessee's Antenna is mounted on the structure, the Lessee's Antenna may be required to be temporarily removed during maintenance of the Water Tower and the Lessee, at lessee expense, is responsible for removal and re-installation in a timely fashion once properly notified.

(e) No Interference. Lessee shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Lessor so as not to conflict with the use of the surrounding premises by Lessor. Lessee shall not unreasonably interfere with the operations of the City or any prior Lessee using same Structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Lessor.

(i) Access. Lessee shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities on the tower structure, but access requires Lessor approved personnel to accompany and monitor all activities at the Site. Lessee shall request access to the Structure at least twenty-four (24) hours in advance, and Lessor's approval thereof shall not be unreasonably withheld or delayed. The Lessee shall not have any keys or access codes to the water tower structure and agrees not to access to the water tower without being accompanied by the Lessor approved personnel. Lessee personnel are granted access to the radio equipment contained in the building underneath the tower structure provided they notify the Lessor's designated point of contact at least 24 hours prior to entry onto the site premises. Lessee personnel granted access the site require approval from the ECARC president as a Lessee representative.

5. Advances in Technology. As technology advances and improved antennas are developed which are routinely used in Lessee's business, Lessor may require, in its sole discretion, the replacement of existing antennas with the improved antennas if the new antennas are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved antennas are practical and technically feasible at this location.

6. **Defense and Indemnification.**

(a) **General.** LESSEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD LESSOR, ITS OFFICERS, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES), DEMANDS, JUDGMENTS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO CLAIMS IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY ARISING IN FAVOR OF ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES, SERVANTS, AGENTS, CUSTOMERS OR INVITEES OF LICENSEE) OR ENTITY FOR PERSONAL INJURY, BODILY INJURY, INCLUDING DEATH, OR DAMAGE TO PROPERTY WHETHER OR NOT ARISING FROM THE SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF LESSOR OR EMPLOYEES OR INDEPENDENT CONTRACTORS DIRECTLY RESPONSIBLE TO LESSOR ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH LICENSEE'S EXERCISE OF RIGHTS HEREIN GRANTED OR OBLIGATIONS PURSUANT THERETO, INCLUDING BUT NOT LIMITED TO SEPARATE OPERATIONS BEING PERFORMED ON THE SITE OR ANY CONDITION OF THE SITE.

7. **Liability**

(a) **General Liability.** The Lessor is not responsible for any and all injuries or damages and the Lessee agrees that the City of Ennis assumes no responsibility for any bodily injuries of any person considered as a Lessee representative.

8. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon ninety (90) days written notice to the other Party as follows:

(i) by either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within ninety (90) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);

(ii) by Lessee for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for, the construction and/or operation of the Antenna Facilities or Lessee's business;

(iii) by Lessee for cause if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under Lessee's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;

(iv) by Lessor, upon 90 day's prior written notice to Lessee if its City Commission decides, for any reason, to redevelop the Site or Leased Premises in a manner inconsistent with continued use of the Leased Premises by Lessee and/or discontinue use of the Structure or Site for all purposes;

(v) by Lessor if it determines that the Structure or Site is structurally unsound, including, but not limited to, consideration of age of the Structure or Site, damage or destruction of all or

part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(vi) by Lessor if it determines that a potential user with a higher priority under Subparagraph 4(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority; or

(vii) by Lessor if it determines that Lessee has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Lessor's Council.

(b) **Notice of Termination.** The Parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease prior to said termination date shall be retained by Lessor.

(c) **Site Restoration.** In the event that this Lease is terminated or not renewed, Lessee shall have 60 days from the termination or expiration date, weather permitting, to remove its Antenna Facilities, and related equipment from the Leased Premises. In the event that Lessee's Antenna Facilities, and related equipment are not removed to the reasonable satisfaction of the Lessor, they shall be deemed abandoned and become the property of the Lessor and Lessee shall have no further rights thereto. Lessee has notified the Lessor that the following entities are considered the inventoried components associated with this installation:

- 1 each Transmitter and Receiver with Repeater Controller Rack
- 1 each power supply and battery backup and associated grounding harnesses.
- 1 each Coax cable, Antenna, Duplexers, Diplepers, and mounting hardware.

9. **Temporary Interruptions of Service.** If Lessor determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Lessor may order Lessee to discontinue its operation by disabling the transmitter using Dual-Tone Multi-Frequency (DTMF) commands. Lessee shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Lessor does not give prior notice to Lessee, Lessor shall notify Lessee as soon as possible after its action and give its reason for taking the action. Lessor shall not be liable to Lessee or any other Party for any interruption in Lessee's service or interference with Lessee's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Lessor, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Lessee shall have the right to terminate this Lease within its sole discretion.

10. **Lessee Interference.**

(a) **With Structure.** Lessee shall not interfere with Lessor's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Lessor's use thereof no later than three business days after receipt of written notice of the interference from Lessor. In the event that Lessee's cessation of action is material to Lessee's use of the Leased Premises and such cessation frustrates Lessee's use of the Leased Premises, within Lessee's sole discretion, Lessee shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If Lessee's Antenna Facilities cause impermissible interference with higher priority users as set forth in under Subparagraph 5(a) above or with pre-existing lessees, Lessee shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Lessor's written notice of the interference, Lessee shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Lessee received Lessor's written notice, Lessor may at its option terminate this Lease immediately.

(c) Interference Study - New Occupants. Upon written notice by Lessor that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Lessee agrees to provide Lessor, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Lessee on the Leased Premises at the time of such request. Lessor may then have an independent, registered professional engineer of Lessor's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Lessee. Lessor shall require the new applicant to pay for such interference studies and the Lessee is under no obligation to provide studies or to pay for related services.

11. **Enforcement.** All notices hereunder must be in writing and shall be deemed valid given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows:

If to Lessor, to:
City of Ennis Police Department
107 N Sherman St.
Ennis, Texas 75119

If to Lessee, to:
Ellis County Amateur Radio Club
PO Box 373
Waxahachie, TX 75168

12. **Governing Law.** This Lease shall be governed by the laws of the state of Texas. Venue for any dispute shall be a court of competent jurisdiction in Ellis County, Texas.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: CITY OF ENNIS TEXAS

City Manager

LESSEE:

ELLIS COUNTY AMATEUR RADIO CLUB



President

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ the City Manager respectively of the City of Ennis.

_____ Date ____/____/____

Notary Public

G.7.

Ellis County Amateur Radio Club – Antenna Site Lease Agreement

Exhibit A

Site Map – 1506 North Sherman Street, Ennis, Texas



Server Rack





RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ANTENNA SITE LEASE AGREEMENT BETWEEN THE CITY OF ENNIS AND THE ELLIS COUNTY AMATEUR RADIO CLUB (ECARC) FOR THEIR PURPOSE AND USE IN SUPPORT OF EXISTING EMERGENCY COMMUNICATIONS ACTIVITIES WHICH INCLUDE THE OPERATION AND UPKEEP OF AN AMATEUR RADIO REPEATER SYSTEM, OMNI-DIRECTIONAL ANTENNA, CONNECTING CABLE, AND POWER SYSTEM.

WHEREAS, the City Commission has expressed an ongoing commitment to maintain and strengthen relationships in the interest of Public Safety; and

WHEREAS, it has been determined that the need exists to modernize and formalize the Antenna Site Lease Agreement between the Ellis County Amateur Radio Club and the City of Ennis as it relates to the maintenance and upkeep of the amateur radio repeater system in operation within the existing Ennis Water Tower structure, located at 1506 North Sherman Street, Ennis, Ellis County, Texas; and

WHEREAS, the aforementioned agreement will accomplish this commitment and purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: The City Commission hereby approves the aforementioned Antenna Site Lease Agreement between the Ellis County Amateur Radio Club and the City of Ennis.

SECTION 2: The City Commission hereby expresses its support and ongoing commitment to strengthen the continuity of emergency communications in the interest of Public Safety.

SECTION 3: This Resolution shall become effective from and after its date of passage

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

G.7.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, directing Publication of Notice of Intention to Issue City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026; and establishing an effective date.

Meeting: ENNIS CITY COMMISSION - 19 May 2026

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

On August 4, 2024, the City of Ennis' City Commission approved a resolution Requesting Financial Assistance from the Texas Water Development Board (TWDB) in an amount not to exceed \$3,050,000 to provide for the costs of the City's lead service line inventory (LSLI) and replacement (LSLR) program. The purpose of the program is to identify, map, inventory, and replace lead service lines within the City as required by the Environmental Protection Agency (EPA).

On March 13, 2025, the TWDB approved the City's financial assistance request in the amount of \$3,040,816 as shown below (51% principal forgiveness (grants)/49% low-interest rate loans):

Amount	Type	Interest Rate
\$ 190,000	Certificates of Obligation, Proposed Series 2025A	0%
197,755	Principal Forgiveness	N/A
1,300,000	Certificates of Obligation, Proposed Series 2026B	TBD
<u>1,353,061</u>	<u>Principal Forgiveness</u>	<u>N/A</u>
<u>\$ 3,040,816</u>		

FISCAL IMPACT

Approval of the loans and principal forgiveness agreements by the City Commission will have no impact on the City's tax rate and minimal impact on the debt service currently being supported by the City's utility system. In order to receive the grant funds, the City must borrow the Series 2026A and Series 2026B Obligations. The Series 2026A Obligations will bear an interest rate of 0% and the Series 2026B will bear a subsidized interest rate well below what the City would expect to borrow in the open markets.

RECOMMENDATION

Staff recommends proceeding with the issuances of both series of certificates of obligation and adopting two principal forgiveness agreements. Citizens will be given notice of the City's intention to issue certificates of obligation at the City's July 21, 2026, City Commission meeting with the adoption of notice of intention resolutions at the City Commission meeting on May 19, 2026; the resolutions

G.8.

direct staff to publish the notices in the City's legal newspaper and on the City's website in an amount not to exceed \$190,000 and \$1,300,000, respectively for the purposes of making improvements to the City's utility system.

FINANCIAL IMPACT:

As stated.

POLICY IMPLICATIONS:

Exceptional Public Service - Invest in resilient infrastructure and the provision of vital public services that enhance safety, community connectivity, and quality of life.

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[RESOLUTION NO.-Notice of Intention to Issue Certificate of Obligation \(TWDB\), Series 2026 - Pdf](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ENNIS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City deems it necessary and advisable that the notice of intention to issue Certificates of Obligation be given as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: That attached hereto and marked as Exhibit A is a form of the “NOTICE OF INTENTION TO ISSUE CITY OF ENNIS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026” (the “Notice”), the form and substance of which is hereby adopted and approved.

SECTION 2: That the City Secretary shall cause the Notice, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in said City, with the date of the first publication to be at least 46 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice.

SECTION 3: That the City Secretary shall also cause the Notice, in substantially the form attached hereto, to be posted continuously on the City’s Internet website for at least 45 days before the date tentatively set for the adoption of the ordinance authorizing the issuance of the Certificates of Obligation as shown in the Notice.

SECTION 4: That this Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

G.8.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

Exhibit A

**NOTICE OF INTENTION TO ISSUE
CITY OF ENNIS, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2026**

The City of Ennis does hereby give notice of intention to issue Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026, in the maximum principal amount not to exceed \$1,490,000, for paying all or a portion of the City's contractual obligations for the purpose of (a) constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines; and (b) legal, fiscal, design and engineering fees in connection with such projects and said series (one or more) of such Certificates of Obligation.

The City proposes to provide for the payment of said series (one or more) of such Certificates of Obligation from a pledge of ad valorem taxes levied and collected in the City as provided by law, and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The City Commission intends to consider for passage, at a meeting to be held at 6:00 P.M. on July 21, 2026, an Ordinance authorizing the issuance of Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026, at the City Commission meeting held at the Ennis City Hall, 107 N. Sherman Street, Ennis, Texas. In the event that the City Commission will be unable to meet at the Ennis City Hall on July 21, 2026, the City will post on its website, www.ennistx.gov, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for the Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for the Certificates of Obligation is August 1, 2047, and the estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is \$2,079,000.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes equal to \$116,739,000 in principal amount and \$156,677,048 in combined principal and interest required to pay such outstanding debt obligations on time and in full.

The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

CITY OF ENNIS, TEXAS

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider an Ordinance amending the FY 2026 Budget for various funds to provide supplemental appropriations in the amount of \$425,479 for unanticipated needs and roll forward one budgeted item from FY 2025 to FY 2026.
Meeting: ENNIS CITY COMMISSION - 19 May 2026
Department: Finance
Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The proposed ordinance amends the Fiscal Year 2026 Budget to provide supplemental appropriations for operational expenditures and reimbursement-related adjustments identified by City departments during the fiscal year.

The Fire Department incurred unanticipated vehicle repair costs resulting from damage sustained during the 2026 Ice Storm response and utilized existing Motor Vehicle Maintenance funds to complete the repairs. Reimbursement requests have been received from the Texas Municipal League Intergovernmental Risk Pool (TML), and the budget amendment will restore the expended funds. The amendment also appropriates a portion of state deployment reimbursement revenues previously approved for the department's use.

The Parks Department assumed operation of the City's Youth Baseball and Softball Leagues and utilized budgeted funds for umpire payments and concession stand operations. Revenues generated from concession sales have offset these expenditures, and the amendment restores the utilized operating funds.

The ordinance also appropriates funds deposited by the developer for the Hollow Public Improvement District (PID) to cover anticipated administrative expenses associated with PID operations.

Finally, the ordinance approves roll forward of \$309,020 from FY2025 Fleet replacement budget to cover payment for vehicles ordered in FY 2025 budget but not received until FY 2026.

FINANCIAL IMPACT:

This ordinance will require supplemental appropriations from various fund balances. The impact on fund balances is minimal, and all are projected to remain above the reserve requirements.

POLICY IMPLICATIONS:

Staff Recommends Approval

ATTACHMENTS:

G.9.

[Attachment A Budget Amendment 5-19](#)

[ORDINANCE NO.-Amending the FY 2026 Budget to appropriate budget for various activities - Pdf](#)

Attachment A

**City of Ennis
FY 2026 Budget Amendment**

Additional Revenue, Fund Balance, or Transfer-Out

Fund Number	Account Number	Description	Beginning Fund Balance	Budgeted Revenue	Current Approved Expenditure	Amount of Amendment	Fund Balance After Amendment
			0.00			0.00	0.00

Appropriation or Transfer-In

Fund Number	Account Number	Description	Beginning Fund Balance	Budgeted Revenue	Current Approved Expenditure	Amount of Amendment	Fund Balance After Amendment
001		General Fund	10,224,258.73	31,294,059.00	(31,290,038.00)	23,819.71	10,252,099.44
170		Fleet Replacement Fund	(322,532.91)	853,772.00	(606,350.00)	309,020.16	233,909.25
156		Hollow PID	206,176.02	207,857.00	0.00	(25,278.68)	388,754.34
			206,176.02	207,857.00	0.00	(25,278.68)	388,754.34

Specific Fund Account Assignment

Fund	Account	Description	Current Budget	Amount of Amendment	Revised Budget
170	170-811-46032	General Fund Leased Vehicles	467,300.00	309,020.16	776,320.16
001	001-255-43030	Motor Vehicle Maintenance	75,000.00	60,180.29	135,180.29
001	001-512-44043	Contract Services	305,000.00	25,000.00	330,000.00
001	001-512-42031	Concession Supplies	10,000.00	6,000.00	16,000.00
156	156-112-46267	PID Assessment Administration Exp	0.00	25,278.68	25,278.68

City Commission Approval Date: _____

Approval Ordinance No: _____

Completed by: _____

Explanation:

1. Fire Department vehicles suffered damage during the 2026 Ice Storm. Department used Vehicle Maintenance budget to repair them and is asking to be made whole from the TML reimbursement
2. City Commission approved Fire Department to retain a portion of state deployment reimbursements to support FD budget
3. Roll forward \$309,020 from FY2025 Fleet replacement budget to cover payment for vehicles ordered in FY 2025 budget but not received until FY 2026
4. Parks Department took over the operations of Youth Baseball and Softball Leagues. Parks has collected Concession stand revenue to offset the additional budget for umpires and concession stand operations.

Attachment A

5. Appropriate funding for Hollow PID administration expenses



ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE FY 2026 BUDGET AND PROVIDING SUPPLEMENTAL APPROPRIATIONS TO VARIOUS FUNDS IN THE AMOUNT OF \$425,479 FOR VARIOUS DEPARTMENTS AND ROLL FORWARD UNEXPENDED FLEET REPLACEMENT BUDGET.

WHEREAS, the City Commission of the City of Ennis adopted the Fiscal Year 2026 Budget appropriating funds for various City departments; and

WHEREAS, through April 2026, certain departments have identified the need for supplemental budget appropriations to address operational expenditures and unanticipated costs; and

WHEREAS, certain vehicles belonging to the Fire Department sustained damage during response to the 2026 Ice Storm, and the Fire Department utilized appropriated Motor Vehicle Maintenance funds to complete necessary repairs and subsequently submitted reimbursement requests through the Texas Municipal League Intergovernmental Risk Pool (TML); and

WHEREAS, the Fire Department seeks supplemental appropriations to restore funds expended for such repairs from the TML reimbursement in order to maintain departmental operational capacity; and

WHEREAS, the Fire Department has received approval to retain a portion of state deployment reimbursement revenues for the purpose of supporting departmental operations and budgetary needs; and

WHEREAS, the Parks Department assumed responsibility for the operation of the City's Youth Baseball and Softball Leagues and utilized appropriated funds for payment of umpires, referees, and concession stand operations; and

WHEREAS, the Parks Department has generated sufficient concession stand revenues to offset expenditures associated with umpire payments and concession stand operations and seeks supplemental appropriations to restore expended funds; and

WHEREAS, the developer for The Hollow Public Improvement District (PID) has deposited funds with the City for payment of PID administrative expenses, and supplemental appropriations are necessary to cover anticipated expenditures associated with such administration; and

WHEREAS, certain vehicles budgeted for purchase in Fiscal Year 2025 were not delivered until Fiscal Year 2026, thereby necessitating the rollover and reappropriation of \$309,020 from Fiscal Year 2025 funds; and

WHEREAS, the City Commission desires to provide a supplemental budget appropriation in FY 2026 in the amount of \$ 425,479.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: That the Budget Amendment in Attachment A of this Ordinance is approved by the City Commission.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of May, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary