



**ENNIS CITY COMMISSION AGENDA  
TUESDAY, MAY 6, 2025  
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.**

**ENNIS CITY COMMISSION MEETINGS ARE NOW LIVESTREAMED AT:  
[www.ennistx.gov/citycommissionlivestream](http://www.ennistx.gov/citycommissionlivestream)**

**A. CALL TO ORDER**

- Roll Call
- Invocation
- Pledge of Allegiance

**B. PRESENTATIONS**

- B.1. FY2024 Audit Results Regarding the QIPP Fund - Stanley Muli, Finance Director
- B.2. FY2025 Pavement Reconstruction Projects - Ed Green, Public Works Director

**C. 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.*

**D. 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.*

**E. CONSENT ITEMS**

- E.1. Approval of the Minutes for the April 1, 2025 Ennis City Commission Regular Meeting.  
[CC Minutes 04.01.25](#)
- E.2. Approval of the Minutes for the April 4, 2025 Ennis City Commission Special Meeting.  
[CC Minutes 04.04.25](#)
- E.3. Approval of the Minutes for the April 5, 2025 Ennis City Commission Special Meeting.  
[CC Minutes 04.05.25](#)

- E.4. Approval of the Minutes for the April 15, 2025 Ennis City Commission Regular Meeting.  
[CC Minutes 04.15.25](#)
- E.5. Approval of a Resolution authorizing the Mayor to execute a Certificate of Construction Completion with WM Miller Construction Co., Inc., for the Ennis Avenue Waterline Relocation project.  
[Certificate of Completion - WM Miller Construction Co., Inc](#)
- E.6. Approval of a Resolution authorizing the Mayor to execute the Certificate of Construction Completion with McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc., for the Ennis Water Treatment Plant Transfer Switch Electrical Upgrades project.  
[Certificate of Completion -McDonald Municipal and Industrial](#)
- E.7. Approval of a Resolution ratifying the purchase of emergency repair services of the 18-inch water main at the northern driveway of the Ford Dealership located at 900 Interstate 45 from D&S Field Services, LLC in a sum of Fifty-Four Thousand Six Hundred Seventy-Nine Dollars and Ten Cents (\$54,679.10).  
[Ratify Emergency Repair - D&S Field Svcs.](#)
- E.8. Approval of a Resolution of the City Commission, approving and adopting the revised purchasing policy.  
[Revised Purchasing Policy](#)

F. PUBLIC HEARING

- F.1. Conduct a Public Hearing and discuss and consider an Ordinance approving annexation of an approximately 4.557 acre tract of land situated in the David Rose Survey, Abstract No. 905, Ellis County, Texas, further identified as Ellis CAD ID 189945, being located at the address commonly known as 4908 Ensign Road, including any and all adjacent right-of-way, and extending the boundary limits of the City so as to include the described property.  
[Annexation - 4908 Ensign Road](#)
- F.2. Conduct a Public Hearing and discuss and consider an Ordinance amending the Unified Development Ordinance of the City of Ennis to amend the zoning classification on an approximate 4.535 acre tract of land from unzoned to Residential Estate (RE), being part of the David Rose Survey, Abstract No. 905, generally located at 4908 Ensign Rd in the City of Ennis, Ellis County, Texas, Ellis CAD ID 189945.  
[Rezone from unzoned to Residential - 4908 Ensign Road](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- G.1. Discuss and consider a Resolution approving the expenditure of Reinvestment Zone Number one funds in the principal amount of \$5,000,000.00 plus interest to pay for a portion of the costs of construction of the Business 287/Ennis Ave Grade Separation from McKinney Street to Breckenridge Street Project ("Project"), a Project in the TIRZ No. 1 Final Plan.

H. EXECUTIVE SESSION

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

H.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:

- MHMR Tarrant County Lease Agreement
- Quality Incentive Payment Program Update
- An interlocal agreement between the City and the Regional Transportation Council and the North Central Texas Council of Governments to fund the Business 287/Ennis Avenue Grade Separation from McKinney Street to Breckenridge Street Project ("Project") and provide for advancement and repayment of the City's portion of the costs of the Project.

H.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 Greener Pastures
- Junction Point

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](http://www.ennistx.gov) and said Notice was posted prior to the following date and time: **FRIDAY MAY 2, 2025 @ 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



---

ANGIE WADE, TRMC, CMC  
City Secretary

City of Ennis City Council 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.

ENNIS CITY COMMISSION  
**AGENDA SUMMARY FORM**



**To:** City Commission  
**Subject:** Approval of the Minutes for the April 1, 2025 Ennis City Commission Regular Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 06 May 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

**BACKGROUND INFORMATION:**

Minutes for the City Commission meeting held on April 1, 2025 are submitted for the Commission's review and approval.

**ATTACHMENTS:**

[CC REG MINUTES 04.01.25](#)

**ENNIS CITY COMMISSION REGULAR MEETING MINUTES**  
**TUESDAY, APRIL 1, 2025**

**A. CALL TO ORDER**

Mayor Raburn called a Regular Meeting of the Ennis City Commission to order Tuesday, April 1, 2025, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum:

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

The Invocation was given by Pastor Cord Blankenship, Refiner’s Fire  
The Pledge of Allegiance was led by Mayor Raburn.

**B. PRESENTATIONS**

B.1. New Employee Recognition – Interim City Manager Dustin Munn introduced new employees Mario Hernandez Jr, Police Officer; Stanley Chandarlis, Equipment Services Superintendent; Diane Sanchez, Finance Manager; and Andrew Apaka, Streets Maintenance Worker.

B.2. Marketing and Communications 2024 Re-Cap was presented by Marketing Manager Anna McCane. Ms. McCane stated that staff posted 1,600 social media posts with 11 million past impressions; assisted departments with facebook pages; promoted festivals and events; partnered with 3 influencers and maintained 2,300 Everbridge contacts.

B.3. Mayor Raburn read a proclamation for National Library Week.

B.4. Mayor Raburn read a proclamation for National Child Abuse Prevention.

**C. CITIZEN PUBLIC COMMENT PERIOD**

No one spoke

**D. COMMISSIONER UPDATES**

Mayor Raburn announced the birth of his daughter, Molly Mae Raburn; Mayor Raburn also announced that on April 3<sup>rd</sup> at 10 A.M. there will be a Bluebonnet Trails State Historical Marker Dedication; also announced were two Special Commission Meetings being held Friday, April 4<sup>th</sup> at 8:00 A.M. for City Manager interviews and Saturday, April 5<sup>th</sup> at 9:00 A.M. for a Budget Workshop. Commissioner Pierce commented on the Emergency Warning System testing.

**E. CONSENT AGENDA**

**E.1. Approval of the Minutes for the March 18, 2025 Ennis City Commission Regular Meeting.**

**E.2. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the City Manager to sign the North Central Texas Public Works Mutual Aid Agreement**

**entered into by, between, and among the North Central Texas participating local governments and/or political sub-divisions.**

**E.3. Approval of a Resolution authorizing the Mayor to execute the Tarrant Regional Water District (TRWD) Additional Party Raw Water Supply Contract.**

Mayor Raburn read the consent agenda items and removed item E.4. and E.5. for individual consideration. Commissioner Pierce made a motion, seconded by Commissioner Hejny, to approve consent agenda items E.1., E.2., and E.3.

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

**F. ITEMS FOR INDIVIDUAL CONSIDERATION**

*[Mayor Raburn Reordered the Agenda]*

**F.1. Discuss and review an ordinance regulating special events and parades within the City of Ennis.**

Mayor Raburn read the item. Tourism and Events Manager Andrew Alvarado presented a draft special events ordinance to the Commission stating that the application will be submitted through the Open Gov portal, reviewed by department heads that will be affected. This is for Commission's review only; the final ordinance will be presented April 15<sup>th</sup> for Commission's approval. No action taken.

**F.2. Discussion regarding the Tim Gauna Park Revitalization Project Tim Gauna Park**

Mayor Raburn read the item. Assistant City Manager Ortiz presented design updates to the Tim Guana Park, including program requirements, changes made to bring estimated cost down to the budgeted amount of 4 million including the removal of the Globe structure. An amendment to the Professional Services Agreement with the Architects is needed. No action taken.

**E.5. Approval of the designation of the Parks and Recreation Director as being responsible for, acting for, and on behalf of the City of Ennis in dealing with the Texas Parks & Wildlife Department for the purpose of participating in the Outdoor Recreation Legacy Partnership 2025 Grant Program to enhance the Tim Gauna Discovery Park Project.**

Mayor Raburn read the item. Parks Director Paul Liska stated that this action would authorize him to apply for the TX Parks and Wildlife matching grant to be used to enhance the Tim Guana Park program.

Commissioner Jones made a motion, seconded by Commissioner Watson, to approve the items as stated.

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

**E.4. Approval of a Resolution authorizing the City Manager to enter into an agreement with NewGen Strategies and Solutions LLC to conduct a Water and Wastewater Cost of Service and Rate Design Study in an amount not to exceed \$101,860.00 plus allowable contingencies.**

Mayor Raburn read the item. Commissioner Falkenbach made a motion, seconded by Mayor Pro Tem Isbell, to approve the resolution for a contract with NewGen Strategies and Solutions LLC to conduct a cost-of-service study for Water and Wastewater in an amount not to exceed \$101,860.00 plus allowable contingencies.

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

**F.3. Discuss and consider approval of an Ordinance amending Chapter 2, Section 2-1 Municipal Fee and Use Schedule amending Section K “Event Fees”, adding Admission Fees and Special Events Application Fees, and Section H “Public Works Fees and Services”, adding new Street Fees and Sanitation Fees, and adding new Section L “Fire Department Fees” and establish fees for EMT and fire response.**

Mayor Raburn read the item. Finance Director Stanley Muli presented the new proposed fees; Mayor Raburn requested that the Street Department Fees and Sanitation Department Fees reflect that the rates exclude labor.

Mayor Pro Tem Isbell made a motion, seconded by Commissioner Falkenbach, to approve the amended Fee Schedule with the additional language for Street and Sanitation Fees stating that labor is excluded.

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

**F.5. Discuss and consider approval of a Resolution authorizing the use of revenue generated from the City's participation in the Quality Incentive Payment Program funds to cover expenses in fiscal year 2025 associated with the City's contract with Bluebird Medical Enterprises, LLC, DBA Allegiance Mobile Health for ambulance services within the City of Ennis.**

Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve the resolution as stated.

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

**F.6. Discuss and consider approval of a Resolution authorizing the use of revenue generated from City of Ennis participation in Quality Incentive Payment Program to cover expenses incurred during the City's crisis that lead to a citywide water boil notice and activation of the Emergency Operations Center; and recognizing federal and state statutory requirements to provide safe drinking water.**

Mayor Raburn read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Pierce, to approve the resolution as stated.

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

**F.4. Discuss and consider approval of an Ordinance amending the FY 2025 Budget for various funds to provide supplemental appropriations in the amount of \$ 1,402,022 for unbudgeted projects and roll forward one budgeted item from FY 2024 to FY 2025 that was accidentally left off the budget roll.**

Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve the Budget Amendment as discussed with the removal of the TIRZ1 \$200,000 allocation, and updating the typo ‘QIPP Fund’ to ‘Tourism Fund’.

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

**F.7. Discuss and consider approval of a Resolution authorizing the City Manager and Mayor to execute contract agreements between the City and the Ennis Soccer Association.**

Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the item as stated.

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

**F.8. Discuss and consider approval of a resolution authorizing the City Manager to execute a Beverage Partnership Agreement with Peak Beverage Texas LLC.**

Mayor Raburn read the item. A request was made to update the City's address on the contract. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve the agreement as presented with the city's address updated on the contract.

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

**F.9. Discuss and consider approval of a contract with Tony Talley d/b/a Triple T Amusements for carnival services during the Bluebonnet Trails Festival and authorize the City Manager to execute the necessary documents.**

Mayor Raburn read the item. Commissioner Watson made a motion, seconded by Commissioner Hejny, to approve the contract with Tony Talley d/b/a Triple T Amusements for carnival services.

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

**F.10. Discuss and consider approval of street closure permits for Juneteenth Parade and Festival and Polkafest Run.**

Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Commissioner Jones, to approve the street closure as presented.

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

**F.11. Discuss and consider approval the 2025 Historic Landmark Tax Exemptions with the Historic Landmark Commissions subcommittee recommendations.**

Mayor Raburn read the item. Historic Landmark Commission Chair, and subcommittee Chair, presented the 2025 Historic Landmark Tax Exemptions as recommended by the HLC Subcommittee. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the item as presented.

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

*[Mayor Raburn read the Executive Session items and recessed the Commission into Closed Session at 8:08 P.M.]*

**G. EXECUTIVE SESSION**

**G.1 Section 551.071(1) and (2) - Consultation with Attorney to seek advice about 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.**

- Quality Incentive Payment Program
- Avenue E Sanitary Sewer Rehabilitation

**G.2. Section 551.074 - Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:**

- City Manager
- City Secretary
- Municipal Judge

*[Mayor Raburn reconvened the Commission into Open Session at 11:46 P.M.]*

**H. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

No action taken

**I. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 11:46 P.M.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

DRAFT

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Approval of the Minutes for the April 4, 2025 Ennis City Commission Special Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 06 May 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

Minutes for the City Commission Special meeting held on April 4, 2025 are submitted for the Commission's review and approval.

### ATTACHMENTS:

[CC SPECIAL MEETING MINUTES 04.04.25](#)

**ENNIS CITY COMMISSION SPECIAL MEETING MINUTES**  
**FRIDAY, APRIL 4, 2025**

**A. CALL TO ORDER**

Mayor Raburn called a Special Meeting of the Ennis City Commission to order Friday, April 4, 2025, at 8:02 A.M. Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

A quorum was present to wit:

Mayor Raburn	present	Commissioner Hejny	present
Mayor Pro Tem Isbell	present @8:04 A.M.	Commissioner Watson	present@8:04 A.M.
Commissioner Falkenbach	present @8:04 A.M.	Commissioner Pierce	present
Commissioner Jones	present		

The Pledge of Allegiance was led by Mayor Raburn.

*[Mayor Raburn read Executive Session Item B.1.  
and recessed the Commission into Executive Session at 8:04 A.M.  
Mayor Pro Tem Isbell, Commissioner Falkenbach and Commissioner Watson joined the meeting]*

**B. EXECUTIVE SESSION**

**B.1. Section 551.074 – Personnel**

**Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:**

- **City Manager Interviews**

*[Commissioner Watson, Commissioner Hejny and Commissioner Pierce  
left the meeting at 4:53 P.M.]*

*[Mayor Raburn reconvened the Commission into Open Session at 8:08 P.M.]*

**C. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

No action taken

**D. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 8:08 P.M.

ATTEST:

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

APPROVED:

\_\_\_\_\_  
MAYOR

ENNIS CITY COMMISSION  
**AGENDA SUMMARY FORM**



**To:** City Commission  
**Subject:** Approval of the Minutes for the April 5, 2025 Ennis City Commission Special Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 06 May 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

**BACKGROUND INFORMATION:**

Minutes for the City Commission Special meeting held on April 5, 2025 are submitted for the Commission's review and approval.

**ATTACHMENTS:**

[CC SPECIAL MEETING MINUTES 04.05.25](#)

**ENNIS CITY COMMISSION SPECIAL MEETING MINUTES**  
**SATURDAY, APRIL 5, 2025**

**A. CALL TO ORDER**

Mayor Raburn called a Special Meeting of the Ennis City Commission to order Saturday, August 5, 2025, at 9:02 A.M. Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum:

Mayor Raburn	present	Commissioner Hejny	present
Mayor Pro Tem Isbell	present	Commissioner Watson	present
Commissioner Falkenback	present	Commissioner Pierce	absent
Commissioner Jones	present		

The Pledge of Allegiance was led by Mayor Raburn.

**B. ITEMS FOR INDIVIDUAL CONSIDERATION**

**B.1. Discussion with possible action on budget priorities for the upcoming FY25-26, including financial needs, service levels, financial planning and key funding allocations, and any matters incident thereto.**

Interim City Manager Daniel Ortiz led the discussion regarding the FY26 budget priorities. Mr. Ortiz stated that the purpose in the Works Session was to discuss the Commissions policy direction that will guide the development of the FY26 budget. Considerations from the FY25 budget were discussed such as certified valuations received were lower than projected estimates from the appraisal district resulting in a negative impact on anticipated revenue to the general fund of \$700,000. No increase in property tax was approved for FY25. Proposed budget calendar was reviewed.

*[Mayor Raburn called for a break at 10:17 A.M. and reconvened at 10:22 A.M.]*

Discussion continued. Key considerations for FY26 budget include assuming a 1% increase in property tax revenues, 8.5 million in sales tax revenues, a cost-of-service study for water and sewer rates, and reallocating funding source for public safety positions funded out of CCPD due to decrease in sales tax. Other key considerations include whether current revenue streams are sufficient to maintain current service levels, inflation and cost increases, reserves and long-term sustainability and intended use of QIPP revenues. Benefits of a Comprehensive Plan update were presented including the establishment of impact fees, zoning amendments, development standards, zoning and subdivision cases, identifying budget priorities and preparing a capital improvement program. Water and Sewer personnel expansion was presented. A consensus of the City Commission was in favor of focusing on streets, and water/sewer personnel. The need for a review of the vehicle fleet program in order to assess cost-effectiveness and operational efficiency was discussed. Key considerations for approaching the FY26 budget process include 1) maintaining the current tax rate which may limit new investments, or 2) consider a property tax increase to address inflation, growing service demands, infrastructure needs, or strategic priorities.

*[Mayor Raburn recessed the Commission into Executive Session at 11:35 A.M.]*

**C. EXECUTIVE SESSION**

**551.074 Personnel Matters: Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:**

- **City Manager**

*[Mayor Raburn reconvened the Commission into Open Session at 12:26 P.M.]*

**D. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

D.1. Commissioner Hejny made a motion, seconded by Commissioner Isbell, to authorize the Mayor to negotiate and execute a contract with Andrea Weckmueller-Behringer for the position of City Manager within the limits of the City Manager job posting, including a potential allocation for moving expenses, as discussed in Executive Session. A vote was cast, 6 in favor, 0 against. Motion passed.

**E. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 12:29 P.M.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Approval of the Minutes for the April 15, 2025 Ennis City Commission Regular Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 06 May 2025  
**Department:** City Secretary  
**Staff Contact:** Bethany Prewitt, Deputy City Secretary

### BACKGROUND INFORMATION:

Minutes for the City Commission meeting held on April 15, 2025 are submitted for the Commission's review and approval.

### ATTACHMENTS:

[CC REGULAR MEETING MINUTES 04-15-2025](#)

**ENNIS CITY COMMISSION REGULAR SESSION MINUTES**  
**TUESDAY, APRIL 15, 2025**

**A. CALL TO ORDER**

Mayor Raburn called a Regular Session of the Ennis City Commission to order on Tuesday, April 15, 2025, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St, Ennis, Texas 75119.

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

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

The Invocation was given by Dr. Larry Jinks with First United Methodist Church.  
The Pledge of Allegiance was led by Mayor Raburn.

*[Mayor Raburn re-ordered the agenda, read Executive Session item H.2., and recessed the Commission into Closed Session at 6:05 P.M.]*

**H.2. Section 551.074 – Personnel**

**Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:**

- **Municipal Judge**

*[Mayor Raburn reconvened the Commission into Open Session at 6:17 P.M.]*

Commissioner Hejny made a motion, seconded by Mayor Pro Tem Isbell, to reappoint Judge Donald R. Stout to a 2 year term as Municipal Judge for the City of Ennis and to authorize the Mayor to negotiate a contract.

A vote was cast, 6 in favor, 0 against. Motion passed.

Mayor Raburn administered the Oath of Office to Judge Donald R. Stout.

**B. PRESENTATIONS**

**B.1. Employee of the Month**

Mayor Raburn announced the City of Ennis Employee of the Month for April – Lonnie Berrett Blanton, Reference Librarian.

**B.2. Employee Retiree Recognition**

Mayor Raburn congratulated Monica Pullin, Accounts Payable Administrator, on her retirement and presented her with a plaque. Monica served the City of Ennis for 12 years.

**B.3. New Employee Recognition**

Assistant City Manager Daniel Ortiz introduced new employees Lea Cole, Utility Customer Service Representative; Megan Rodriguez, Bluebonnet Market Coordinator; and Jeffrey “Jeff” Trojacek, Utility Field Service Technician.

#### **B.4. FY 2024 City of Ennis Annual Audit Presentation by Forvis, LLP**

Rachel Ormsby with the auditing firm, Forvis, LLP, presented the FY 2024 City of Ennis Annual Audit. Ms. Ormsby stated that the city received a clean, unmodified opinion and is in compliance and up to date with GASB as of September 30, 2024. Mayor Raburn requested a follow-up discussion regarding possible QIPP-related discrepancies in the audit. Commissioner Pierce suggested an independent QIPP audit.

#### **C. CITIZENS PUBLIC COMMENT PERIOD**

Tommy Copeland, 204 Brown Rd, spoke regarding the Ennis Bluebonnet Market.  
Ken Isom, 1007 N McKinney, spoke regarding the need for government efficiency.  
Charlene Rushing, 200 Valek, spoke regarding democracy and government.  
Logan Treadaway, 1900 Crisp, expressed his full support for Mayor Raburn.

#### **D. COMMISSIONER UPDATES**

Commissioner Hejny expressed his condolences to Mayor Angie Juenemann on the passing of her mother.  
Commissioner Falkenbach spoke regarding the attendance at the Bluebonnet Festival.  
Commissioner Hejny congratulated staff and the Garden Club on the Bluebonnet Festival.  
Mayor Raburn commended staff and the Garden Club on the Bluebonnet Festival.  
Mayor Raburn announced the April Yard of the Month winner, Alex and Krista Rejcek, 1300 Miles Court.

#### **E. CONSENT ITEMS**

**E.1. Approval of the Minutes for the April 1, 2025 Ennis City Commission Regular Meeting.**

**E.2. Approval of the Minutes for the April 5, 2025 Ennis City Commission Special Meeting.**

**E.3. Approval of the Minutes for the April 4, 2025 Ennis City Commission Special Meeting.**

**E.4. Approval of a Resolution awarding Bid No. ITM 25-108-16 to Evolve Unlimited Solutions, LLC, for the mowing of properties that have been determined to be unkempt by the City Code Enforcement personnel.**

Mayor Raburn read the consent agenda and announced that there would be no action taken on consent items E.1.-E.3. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve consent item E.4.

A vote was cast, 6 in favor, 0 against. Motion passed.

#### **F. PUBLIC HEARING**

**F.1. Conduct a Public Hearing and discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas, from Single Family Residential 10 District (R-10) to Corridor Commercial District (CC) for a 13.43 acre-lot, tract, or parcel generally located in the 1200 block of the future N Sonoma Trail right-of-way and immediately adjacent to the Ennis Gateway Addition and Highland Park No. 2 Addition in the City of Ennis, Ellis County, Texas, Ellis CAD ID 185432.**

Mayor Pro Tem Isbell abstained from the discussion and vote on the item, and left the dais at 7:16 P.M. Mayor Raburn read the item. Planning and Development Director Mark Richardson presented the item. Mayor Raburn opened the public hearing at 7:20 P.M. Christine Severson, 903 N Preston, spoke against the rezoning. With no one else wishing to speak, Mayor Raburn closed the public hearing at 7:22 P.M. Commissioner Watson made a motion, seconded by Mayor Raburn, to deny amending the zoning and zoning map from Single Family Residential 10 District (R-10) to Corridor Commercial District (CC) for a 13.43 acre-lot, tract, or parcel generally located in the 1200 block of the future N Sonoma Trail right-of-way and immediately adjacent to the Ennis Gateway Addition and Highland Park No. 2 Addition in the City of Ennis, Ellis County, Texas, Ellis CAD ID 185432.

*[Mayor Raburn recessed the Commission into Closed Executive Session as authorized by Texas Local Government Code Section 551.071 at 7:27 P.M.]*

*[Mayor Raburn reconvened the Commission into Open Session at 7:35 P.M.]*

A vote was cast, 4 in favor, 1 against (Pierce), 1 abstention (Isbell). Motion passed.

*[Mayor Pro Tem Isbell returned to the dais at 7:44 P.M.]*

**F.2. Conduct a Public Hearing and discuss and consider an Ordinance approving a Specific Use Permit (SUP) for a 115' telecommunications tower on an approximate 0.053 acre tract of land zoned Corridor Commercial district (CC) located on Lot 1, Block A in the Brendan John Addition in the City of Ennis, Ellis County, Texas, portion of Ellis CAD ID 235625, 400 S Interstate Highway 45.**

Mayor Raburn read the item and opened the public hearing at 7:48 P.M. No one spoke, and the public hearing was closed at 7:48 P.M.

Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the Specific Use Permit.

A vote was cast, 6 in favor, 0 against. Motion passed.

## **G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION**

**G.1. Discuss and consider approving the business plan for Project 41, the Airport Layout Plan for the Ennis Municipal Airport.**

Carrie Campbell with Woolpert presented the Airport Business Plan.

**G.2. Discuss and consider approval of a Resolution ratifying the purchase of emergency repair services of the FreshPet Lift Station located at 4900 Sterilite Drive from Global Pump Solutions in a sum of Seventy-One Thousand Six Hundred Thirty-Three Dollars and Seventy-Two Cents (\$71,633.72).**

Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve a resolution ratifying the purchase of emergency repair services of the FreshPet Lift Station located at 4900 Sterilite Drive.

A vote was cast, 6 in favor, 0 against. Motion passed.

**G.3. Discuss and consider approval of an Ordinance amending Chapter 10 "Licenses, Permits, and Business Regulations" to add Article XI "Special Events and Parades," providing for permitting, fees, and penalties; providing a severability clause; and providing for publication and establishing an effective date.**

Mayor Raburn read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Watson, to approve item G.3.

A vote was cast, 6 in favor, 0 against. Motion passed.

**G.4. Discussion regarding Public Communications and City Spokesman Guidelines.**

Mayor Raburn read the item. Assistant City Manager Daniel Ortiz reviewed the City Commission Rules and Procedures. Discussion ensued.

*[Mayor Raburn read the Executive Session items and recessed the Commission into Closed Session at 8:23 P.M.]*

**H. EXECUTIVE SESSION**

**H.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:**

- 204 Avenue E
- 208 Avenue E

**H.2. Section 551.074 – Personnel**

**Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:**

- City Manager

*[Mayor Raburn reconvened the Commission into Open Session at 9:26 P.M.]*

**I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION**

Commissioner Hejny made a motion, seconded by Mayor Pro Tem Isbell, to authorize Mayor Raburn to execute a contract with incoming City Manager Andrea Weckmueller-Behringer, whose contract will be effective Monday, May 12, 2025

A vote was cast, 6 in favor, 0 against. Motion passed.

**J. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 9:28 P.M.

ATTEST:

---

CITY SECRETARY

APPROVED:

---

MAYOR

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution authorizing the Mayor to execute a Certificate of Construction Completion with WM Miller Construction Co., Inc., for the Ennis Avenue Waterline Relocation project.

**Meeting:** ENNIS CITY COMMISSION - 06 May 2025

**Department:** Public Works

**Staff Contact:** Ed Green, Public Works Director

### BACKGROUND INFORMATION:

The Ennis Avenue Waterline Relocation project involved abandonment of existing waterlines crossing Ennis Avenue at NW Main St., NE Main St., and the UPRR tracks along Ennis Avenue between NW Main St., NE Main St., and boring and installing a casing pipe and new 8" WL between NW Main St., NE Main St. at a projection of Knox Street alignment. Substantial completion was reached in October 2024 with only minor punch list items remaining. In December 2024, the project was officially completed after a final walkthrough. Significant project delays were primarily related to Union Pacific Railroad permitting and coordination issues, and inclement weather.

### FINANCIAL IMPACT:

N/A

### ATTACHMENTS:

[RESOLUTION NO.-Approval of Certificate of Construction Completion with WM Miller Construction Co., Inc., for the Ennis Avenue Waterline Relocation pro - Pdf](#)



**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTIFICATE OF CONSTRUCTION COMPLETION WITH WM MILLER CONSTRUCTION CO., INC., FOR THE ENNIS AVENUE WATERLINE RELOCATION PROJECT.**

**WHEREAS**, the work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto; and

**WHEREAS**, the City Commission wishes to maintain their water distribution system infrastructure in a manner consistent with the rules and regulations of the Texas Commission on Environmental Quality; and

**WHEREAS**, WM Miller Construction Co., Inc. has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 24 months from January 30, 2025, as provided in the Contract.

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

**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 Certificate of Construction Completion with WM Miller Construction Co., Inc., for the Ennis Avenue Waterline Relocation project.

**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 6th day of May, 2025.**

\_\_\_\_\_  
KAMERON RABURN, Mayor

ATTEST:

\_\_\_\_\_  
ANGIE WADE, City Secretary

**A709**

**Certificate of Construction Completion (COCC)**

Owner: City of Ennis

**This is to certify** that a final inspection of the project has been conducted. Contract was entered into on the 20<sup>th</sup> day of October 2023 between the City of Ennis and WM Miller Construction Co., Inc. for the construction Ennis Ave Waterline Relocation.


**This is to further certify that:**

- 1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
- 2. The sum of \$ 0.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
- 3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
- 4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of **24 months** from January 30, 2025, as provided in the Contract.
- 5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

6.	Amount of Original Contract	<u>\$377,576.16</u>
	Cumulative Change Orders	<u>\$ -3,547.38</u>
	Final Amount of Contract	<u>\$374,028.78</u>
	Less Previous Payments	<u>\$336,624.89</u>
	Less Deductions (from #2 above)	<u>\$ 0.00</u>
	FINAL PAYMENT (Balance)	<u>\$ 37,403.89</u>

- 7. The Final Payment above is now due and payable.

**Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:**

  
\_\_\_\_\_  
**Engineer**  
Project Manager  
Title  
Schaumburg & Polk, Inc  
Firm

\_\_\_\_\_  
**Chief Elected Official/Designee**  
Title  
City of Ennis  
City / County

\_\_\_\_\_  
**Contractor**  
Title  
WM Miller Construction Co., Inc.  
Firm

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution authorizing the Mayor to execute the Certificate of Construction Completion with McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc., for the Ennis Water Treatment Plant Transfer Switch Electrical Upgrades project.

**Meeting:** ENNIS CITY COMMISSION - 06 May 2025

**Department:** Public Works

**Staff Contact:** Ed Green, Public Works Director

### BACKGROUND INFORMATION:

The Ennis Water Treatment Plant Transfer Switch Electrical Upgrade project included the installation of one 1,600-amp and two 800-amp generator docking stations. The project was completed in December 2024 following a final walkthrough. Delays were caused by extended equipment lead times.

### FINANCIAL IMPACT:

N/A

### ATTACHMENTS:

[RESOLUTION NO.-Approval of Certificate of Construction Completion with McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc., - Pdf](#)



**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATE OF CONSTRUCTION COMPLETION WITH MCDONALD MUNICIPAL AND INDUSTRIAL – A DIVISION OF C.F. MCDONALD ELECTRIC, INC., FOR THE ENNIS WATER TREATMENT PLANT TRANSFER SWITCH ELECTRICAL UPGRADES PROJECT.**

**WHEREAS**, the work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto; and

**WHEREAS**, the City Commission wishes to maintain their water distribution system infrastructure in a manner consistent with the rules and regulations of the Texas Commission on Environmental Quality; and

**WHEREAS**, McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc. has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 24 months from March 6, 2025, as provided in the Contract.

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

**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 Certificate of Construction Completion with McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc., for the Ennis Water Treatment Plant Transfer Switch Electrical Upgrades project.

**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 6th day of May, 2025.**

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary

**A709**

## Certificate of Construction Completion (COCC)

Owner: City of Ennis

**This is to certify** that a final inspection of the project has been conducted. Contract was entered into on the 19<sup>th</sup> day of March 2024 between the City of Ennis and McDonald Municipal and Industrial – a Division of C.F. McDonald Electric, Inc. for the construction Ennis Water Treatment Plant Transfer Switch Electrical Upgrades.


**This is to further certify that:**

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ 0.00, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of **24 months** from March 6, 2025, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

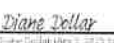
6.	Amount of Original Contract	<u>\$194,469.00</u>
	Cumulative Change Orders	<u>\$ -10,383.00</u>
	Final Amount of Contract	<u>\$184,086.00</u>
	Less Previous Payments	<u>\$165,677.40</u>
	Less Deductions (from #2 above)	<u>\$ 0.00</u>
	FINAL PAYMENT (Balance)	<u>\$ 18,408.60</u>

7. The Final Payment above is now due and payable.

**Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:**

  
3/6/25  
**Engineer**  
**Project Manager**  
 Title  
Schaumburg & Polk, Inc  
 Firm

**Chief Elected Official/Designee**  
 Title  
City of Ennis  
 City / County

  
Apr 2, 2025  
**Contractor**  
**Secretary/Treasurer**  
 Title  
McDonald Municipal and Industrial – a Division of C.F. McDonald Electric, Inc.  
 Firm

3/6/2025

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a resolution ratifying the purchase of emergency repair services of the 18-inch water main at the northern driveway of the Ford Dealership located at 900 Interstate 45 from D&S Field Services, LLC in a sum of Fifty-Four Thousand Six Hundred Seventy-Nine Dollars and Ten Cents (\$54,679.10).

**Meeting:** ENNIS CITY COMMISSION - 06 May 2025

**Department:** Public Works

**Staff Contact:** Ed Green, Public Works Director

### BACKGROUND INFORMATION:

The water main leak at the northern driveway of the Ford Dealership located at 900 Interstate 45 was one of several that occurred between November 30th and December 17th. Circle H contractor completed the initial repair of this deep, large diameter watermain. Due to the depth repair area, requirements to reconstruct large diameter storm drain pipe, and concurrence with other emergency repairs underway, Public Works staff contracted D&S Field Services, LLC to perform the emergency repair based on the quoted amount of \$18,000.00. However, the scope of the repair expanded to include extended traffic control measures, the replacement of the dealership's driveway, and repairs to the asphalt Northbound I-45 frontage road. The final D&S Field Services invoice was received March 4th, 2025 at cost of \$54,679.10.

### FINANCIAL IMPACT:

302-419-43110

### ATTACHMENTS:

[RESOLUTION NO.-Ratifying Purchase of Emergency Repair Services from D S Field Services, LLC at 900 I-45 - Pdf](#)



**RESOLUTION NO.**

**A RESOLUTION RATIFYING THE PURCHASE OF EMERGENCY REPAIR SERVICES OF THE 18-INCH WATER MAIN AT THE NORTHERN DRIVEWAY OF THE FORD DEALERSHIP LOCATED AT 900 INTERSTATE 45 FROM D&S FIELD SERVICES, LLC IN A SUM OF FIFTY-FOUR THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND TEN CENTS (\$54,679.10).**

**WHEREAS**, the City Commission wishes to construct, maintain, and repair their water distribution system infrastructure in compliance with Texas Commission on Environmental Quality (TCEQ) regulations; and

**WHEREAS**, the City Commission wishes to protect its assets and citizens with these necessary emergency repairs to the water distribution system.

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

**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 ratification of the emergency purchase to repair the 18-inch water main at the northern driveway of the Ford Dealership located at 900 Interstate 45 from D&S Field Services, LLC in a sum of Fifty-Four Thousand Six Hundred Seventy-Nine Dollars and Ten Cents (\$54,679.10).

**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 6th day of May 2025.**

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary



25-PO06661

## CERTIFICATION OF EMERGENCY PURCHASE FORM

Section 252.022 of the Texas statutes provides exemptions to the bidding laws for emergencies as follows:

**(A)(1).** A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.

**(A)(2).** A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

**(A)(3).** A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

***Complete the section below and forward to Purchasing Division no later than next business day.***

Purchase involved was necessary because of (A)(1) ☒ (A)(2) ☒ (A)(3) ☐ (*indicate one by placing an 'X' in the box*)

Description/Justification of Emergency:

Emergency water line repair, backfill, storm water repair, and cleanup by D&S to include Traffic Control, this is to update original emergency request totaled \$18,000

Emergency Dollar Amount: \$ 54,679.10

Douglas Taylor , AD of PW


Name/Title of official responsible for initiating emergency action.

4/25/2025

Date:

  
Signature of Director:

4/25/2025  
Date

  
Signature of Purchasing Manager/Finance Director:

4/28/2025  
Date

  
Signature of City Manager or designee:

4/28/25  
Date



**D & S FIELD SERVICES, LLC**



**TO: CITY OF ENNIS PUBLIC WORKS  
500 LAKE BARDWELL DR  
ENNIS, TX 75119**

Invoice 15

Date: 3/4/25

**FROM : D & S FIELD SERVICES, LLC  
PO BOX 510  
CORSICANA, TX 75151**

TERMS  
Net 30  
30+ Add 10%

Salesperson	Job	Due Date
	Ennis Ford Emergency work	

Qty	Description	Unit Price	Line Total
	Supply all Labor, Tools, Equipment and materials, To supply traffic and install traffic control. Install and remove trench box. Backfill hole. Install two sections of 36" RCP. Form and pour driveway approach and place asphalt		\$ 54,679.10
		Subtotal	
		Sales Tax	
		Total	\$ 54,679.10

***Thank you for your business!***

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Discuss and consider approval of a Resolution of the City Commission, approving and adopting the revised purchasing policy.  
**Meeting:** ENNIS CITY COMMISSION - 06 May 2025  
**Department:** Finance  
**Staff Contact:** Katrinia Roberson, Purchasing Manager

### BACKGROUND INFORMATION:

The City of Ennis Purchasing Department conducted a comprehensive review of the current purchasing policy to improve clarity, align with industry best practices, and ensure compliance with state and federal regulations. As a result, a revised policy has been developed that outlines updated procedures, responsibilities, and thresholds related to the procurement of goods and services.

### FINANCIAL IMPACT:

There are no direct financial impacts associated with adopting the revised policy. However, the changes are expected to improve purchasing efficiency and accountability, which may result in cost savings over time.

### POLICY IMPLICATIONS:

This resolution repeals and replaces the previous purchasing policy and establishes updated guidelines for procurement practices across all City departments. It introduces enhancements in areas such as competitive bidding, contract management, and ethics compliance.

### RECOMMENDATION:

Staff recommends that the City Commission approve and adopt the revised Purchasing Policy as presented.

### ATTACHMENTS:

[Purchasing Policy rev090721](#)

[Draft Purchasing Policy 04092025](#)

[RESOLUTION NO.-A resolution approving and adopting the revised Purchasing Policy. - Pdf](#)

# **ATTACHMENT A**

## **City of Ennis**

### **PURCHASING POLICY AND PROCEDURES**



**Updated September 2021**

## Table of Contents

<b>Policy Purpose</b>	<b>Page 3</b>
<b>Types of Purchases</b>	<b>Page 3 – 4</b>
<b>Competitive Bidding Process</b>	<b>Page 4 – 8</b>
<b>Procuring of Professional Services</b>	<b>Page 8 - 9</b>
<b>Sole Source Purchases</b>	<b>Page 9</b>
<b>Change Orders</b>	<b>Page 9</b>
<b>Bonds / Insurance</b>	<b>Page 9 - 10</b>
<b>Receiving / Inspection / Payment</b>	<b>Page 10</b>
<b>Credit Card Usage</b>	<b>Page 10-11</b>
<b>Store Credit</b>	<b>Page 11</b>
<b>Emergency Purchases</b>	<b>Page 11</b>
<b>Interlocal Agreements</b>	<b>Page 11</b>
<b>Lease Purchase Agreements</b>	<b>Page 12</b>
<b>Surplus Property</b>	<b>Page 12</b>
<b>Federal Grants</b>	<b>Page 13</b>
<b>Sole Source Justification Form</b>	<b>Page 14</b>
<b>Change Order Request Form</b>	<b>Page 15</b>

## **CITY OF ENNIS PURCHASING POLICY**

### **Policy Purpose**

- Ensure compliance with federal, state and local purchasing laws
- Establish policies and procedures that maintain the integrity of the purchasing process
- To ensure that responsible bidders are given fair opportunity to compete for City business
- Procure goods and services that meet the quantity and quality requested by departments at the best possible price

### **Purchases Under \$3,000**

Purchases under \$3,000 require an INCODE electronic requisition. Although quotes are not required, it is suggested that the departments contact at least two Ennis local vendors, if available, and purchase the items from the vendor that provides the best value for the city for the price quoted. Departments are permitted to approve their own requisitions. Departments will also issue their own purchase orders in Incode.

### **Purchases \$3,000 to \$50,000**

Purchases \$3,000 up to \$50,000 require an INCODE electronic requisition and three written quotes. State Law requires a minimum of two Historically Underutilized Businesses that have been certified by the statewide HUB program be contacted on a rotating basis. A list of certified HUB vendors is obtainable from the State Comptroller's website (<https://comptroller.texas.gov/purchasing/vendor/hub/>). Departments will be required to submit documentation with the electronic INCODE requisition that the HUB vendors were contacted and provided sufficient time to respond. If the list fails to identify a historically underutilized business in the category or area of goods or services to be acquired, the City is exempt from this section of the local government code. The quotes and all other pertinent information must be attached to the requisitions in INCODE for approval by the Finance Department. Once the requisitions are received by Finance, the staff will ensure the requisitions are complete, verify that the required quotes were received, verify budget authority and that there is sufficient budget remaining to cover the purchases and that the purchases are being charged to the correct accounts. After the requisitions have been approved, the Finance Department will then process purchase orders with INCODE. The system will automatically assign purchase order numbers which will be accessible to the requesting departments. **Purchases are not to be made without a purchase order number.**

### **Purchases that Exceed \$50,000**

Purchases that exceed \$50,000 must go through a competitive bidding process. It is required that specifications be written and formal bids obtained. Award of purchases will be based on a combination of price, quality, delivery time, and whether the bidder has met the criteria listed in the specifications. The bid will be awarded to the lowest responsible bidder or to the bidder that provides the best value to the City in conjunction with other bid specification criteria, but the City reserves the right to reject any or all bids and reopen the bidding process if it is in the best interest of the City. Bid tabulations will be compiled and agenda items will be prepared by the requesting department for presentation to the City Commission for final award. After the Department has chosen a vendor and the City Commission has approved of the vendor, the requesting department will enter a requisition into INCODE for the Finance Department's approval and attach the signed Commission Resolution authorizing the purchase and other pertinent information. Once the requisitions are received by the Finance Department, the staff will ensure the requisitions are complete, verify budget authority and that there is sufficient budget remaining to cover the purchases, verify that the purchases are being charged to the correct accounts and that the City Commission has approved of the purchase from the selected vendor in a Resolution. After the requisitions have been approved, the Finance Department will then process a purchase order within INCODE. The system will automatically assign purchase order numbers which will be accessible to the requesting departments. **Purchases are not to be made without a purchase order number.**

### **Competitive Bidding Process**

State law requires purchases that exceed \$50,000 to be processed through a competitive sealed bidding process. An employee commits Class B misdemeanor if he or she knowingly or intentionally makes or authorizes a separate, sequential or component purchase to deliberately avoid the bidding requirements. Separate purchases are when purchases of items are split into multiple orders that in normal purchasing practices would be placed on one purchase order. Sequential purchases are when items or services are ordered over a period of time on individual purchase orders that in normal purchasing practice would be placed on one purchase order. Component purchases are when component parts of an item are placed on multiple purchase orders that in normal purchasing practices would be placed on one purchase order.

1. Requesting Departments will determine the timing of the desired goods or services and prepare detailed specifications for the Request for Bids far enough in advance to ensure the desired bid date can be met.
2. The Request for Sealed Bid packages must be reviewed and approved by the Finance Department. Bid numbers will be issued by Finance after the department has completed its review of the Request for Sealed Bid packages. The requesting departments shall be responsible for placing the bid notification ads. **No bids shall be sent to potential bidders or placed in the newspaper without the approval of the Finance Department and a Bid Number.**

3. **The selection of vendors will be based on recommendations from Requesting Department Directors as well as the Finance Director.** The Local Government Code, (§252.043) allows the City to award a contract to either: (1) the lowest responsible bidder (2) the bidder who provides goods and services at the best value to the City.
4. In determining the best value for the municipality, the municipality may consider: (1) the purchase price; (2) the reputation of the bidder and of the bidder's goods or services; (3) the quality of the bidder's goods or services; (4) the extent to which the goods or services meet the municipality's needs; (5) the bidder's past relationship with the municipality; (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and (8) any relevant criteria specifically listed in the request for bids or proposals.
5. The best value method may not be used and the contract must be awarded to the lowest responsible bidder for contracts for the construction of the following when the cost is more than \$1.5 Million:

highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; buildings or structures that are incidental to projects that are primarily civil engineering construction projects" (Local Government Code §252.043(d)).

If the cost is less than \$1.5 Million, the best value method may be used to award the contracts

6. If the City desires to award a contract for goods and services under the best value method, the City must indicate in the bid specifications that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City (Local Government Code §252.043(c)).
7. After the Sealed Bid package has been approved by the Finance Department, the requesting departments must advertise the bid as required by State Law. The advertisement must be published at least once a week for two consecutive weeks in the City's official newspaper. The first publication must be more than fourteen (14) days before the date of the bid opening (Local Government Code §252.041). The Bid Packages will also be added to the City's Website

8. Sealed bids are to be addressed to the attention of the requesting department. The departments are responsible for scheduling the bid openings and sending invitations to the Finance Department.
9. **Public Openings of Sealed Bids will be attended by the Department Head and the Finance Director, or their designated representatives.** If the bid is to be awarded to the lowest responsible bidder, the bids will be opened and read aloud with the apparent low bidder announced. If the bid is to be awarded based upon best value, the bids will be opened and read aloud; the City Commission will then determine which bidder provides the City with the best value. However, an announcement will be made to those present at the bid opening that a recommendation will be presented to the City Commission for the award to the lowest responsible bidder or the bidder who provides the best value to the City after an analysis of the bids has been conducted by staff. The Requesting Department is the primary staff responsible for preparation of the recommendation and agenda item submitted to the City Commission. The City reserves the right to reject any and all bids.
10. The City may award a contract for any real property or personal property that is not affixed to real property to a bidder whose principal business is in the City and whose bid is within 3% of the lowest bidder whose principal business is not located in the City per the Local Government Code (§ 271.905). In order to award a purchase to the local bidder in such circumstances, the City Commission must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the City, pursuant to Local Government Code §271.905.
11. The City may award a contract for any real property or personal property that is not affixed to real property to a bidder whose principal business is in the City and whose bid is within 5% of the lowest bidder whose principal business is not located in the City per the Local Government Code (§ 271.9051). This section only applies to contracts for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000. In order to award a purchase to the local bidder in such circumstances, the City Commission must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the City, pursuant to Local Government Code §271.905.
12. In the event there are two or more responsible bidders with the identical lowest bids that fully meets the specifications and needs of the City, the bidder who is a resident of the City shall be awarded the bid. If two or more identical bids are residents, the award of the contract will be determined by casting of lots. The casting of lots must be in a manner prescribed by the Mayor of the City and must

be conducted in the presence of the governing body of the municipality. All qualified bidders and their legal representatives may elect to be present at the casting of lots. The City will still retain its right to reject all bids per Local Government Code (§271.901).

### **Competitive Sealed Proposal Process**

The criteria for awarding the bid to a vendor for sealed proposals is not based on price alone. While price is important, vendor qualifications, experience, and support system may be some of the components that will be considered in making a selection. The desired evaluation factors for the particular procurement must be listed in the Request for Proposal (Local Government Code §252.042(a)).

After the analysis of proposals is completed, a recommendation by City Staff to the City Commission for award to the lowest and most responsive bidder which best meets all the evaluation criteria will be made. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. If there are vendor negotiations, care should be made to avoid disclosing proposal contents of other bidders. All proposals that were submitted will be open for public inspection after the contract award. However, trade secrets and confidential information will not be made available for public inspection (Local Government Code, Chapter 252.049). Bid documents should notify bidders that any confidential or information deemed a trade secret must be labeled as such to be withheld from disclosure.

### **Purchases Exempt from Competitive Bidding**

Pursuant to Local Government Code §252.022, Competitive Bidding is not required for an expenditure for:

- a procurement made because of a public calamity;
- a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- a procurement for personal, professional, or planning services;
- a procurement for work that is performed and paid for by the day;
- a purchase of land or a right-of-way;
- a procurement of items that are available from only one source including:

patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or

components for equipment; books, paper, and other library materials for a public library; management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

- a purchase of rare books, papers, and other library materials for a public library;
- paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- a public improvement project, already in progress, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters
- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government
- participation in cooperative purchasing programs which are established to provide local governments access to contracts with vendors for purchase of materials, supplies, services or equipment. Departments will submit documentation of participation with the electronic INCODE requisitions for approval.
- services performed by blind or severely disabled persons
- purchases for subsequent retail sale
- electricity
- advertising, other than legal notice

### **Procuring of Professional and Consulting Services**

Professional and consulting services include such services as accounting, architecture, engineering, surveying, medicine and planning. These contracts will not be awarded through a competitive bidding process. The awards will be based on the following:

- Demonstrated competence and qualifications
- Fair and reasonable price.

- Fees not exceeding maximums allowed by law

The following selection procedure must be used:

1. First select the most highly qualified provider on the basis of demonstrated competence and qualifications
2. Attempt to negotiate with that provider a contract that is at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the first-choice provider, then the City shall:

- 1) Formally end negotiations with that provider
- 2) Select the next most highly qualified provider
- 3) Attempt to negotiate a contract with that provider at a fair and reasonable price.

This process shall be followed until a fair and satisfactory contract is negotiated and accepted by both parties.

### **Sole Source**

If a requisitioning department determines that an item is a sole source purchase, a Sole Source Justification Form must be attached to the requisition within Incode. The Finance Department will ensure that the request is in compliance with State Law prior to approving the requisition and issuing the Purchase Order.

### **Change Orders**

A Change Order Request Form will be submitted to the Finance Department for changes to purchase orders or contracts for pricing increases due to a change in the scope of work. The Finance Department will review the request and make recommendations to the City Manager and City Commission.

If a change order involves a decrease or an increase of \$50,000, or less, the City Manager is authorized by City Commission to approve the change. The original contract price may not be increased or decreased by more than \$50,000 without formal City Commission approval and the original contract price may not be increased or decreased by more than 25%. Local Government Code §252.048.

### **Bonds / Insurance**

Contractors, consultants, concessionaires and certain suppliers whose work or employees, may expose the City and the public to risk of any kind, must provide a current insurance certificate to the City that shows their liability meets the City's standard requirements. These requirements should be included in the Request for Bids and are

made part of the contract or purchase order. Insurance requirements may vary from project to project depending on the type of work or service being provided.

When the City makes a public works contract with a prime contractor, the contractor shall be required before beginning the work, to execute to the governmental entity: (1) a performance bond if the contract is in excess of \$100,000; and (2) a payment bond if the contract is in excess of \$50,000. Both performance and payment bonds must be for 100% of the contract cost. Bonds shall be issued using the City's standard bond forms.

### **Receiving / Inspection / Payment**

When materials, equipment or supplies are received, the department that placed the order is responsible for inspecting the shipment and initiating the payment process. All items must be inspected upon receipt. The inspection should include verification of correct quantities and a check for damaged or defective goods.

When all items or services ordered on a purchase order are received and complete, the requesting department will attach the invoice to the purchase order in Incode. The invoice will be signed by someone in the requesting department with signature authority and the invoice will also be coded by the department with the correct account number.

Once Accounts Payable receives this required information, payment will be processed.

### **Credit Cards**

City credit cards may be issued to City employees to purchase supplies or services for official City usage only. No personal items or services are to be purchased with the City credit card under any circumstances, nor shall the card be used to circumvent the Purchasing Policy. The City credit card is not to be used for obtaining cash nor is the employee to accept cash in lieu of a credit to their account. Any violation of this policy may result in the employee's loss of credit card privileges, and or other disciplinary action.

An employee's request for a City credit card must be approved by the Finance Director. At the time of approval, the Department Head and the Finance Director will determine the appropriate credit level for the employee's card based on projected needs and usages.

The employee may not allow other individuals to use their credit card unless prior authorization is obtained from their Department Head or the Finance Director. If the credit card is lost or stolen, the employee shall contact the credit card company immediately and then notify the Finance Department as soon as possible.

The City of Ennis is tax-exempt. Whenever possible, the employee should make their credit card purchases with a vendor whom the City has an account to avoid having sales tax charges. If the City does not have an account with the vendor, the employee should provide the vendor with a completed tax-exemption form obtainable from the Finance Department prior to the purchase.

Departments are not required to enter requisitions or purchase orders for credit card purchases. All receipts and required quotes for purchases over \$3,000 must be submitted to Accounts Payable as soon as possible to avoid any possible service charges from the credit card company for late payments.

It is the Department Head's responsibility to notify the Finance Department as soon as possible if the employee has moved to a new position in which they will no longer need to make City purchases or the employee has been terminated. It is also the Department Head's responsibility to ensure that the credit card is retrieved from the employee and turned into the Finance Department upon the employee's change of position or termination.

### **Store Credit**

Purchases made using city store credit will not require requisitions or purchase orders to be entered into INCODE. Receipts must be sent to Accounts Payable in a timely manner for the payment process.

### **Emergency Expenditures**

An emergency purchase is defined in the local government code as **(1)** a procurement because of public calamity that requires immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City **(2)** a procurement necessary to preserve or protect the public health or safety of the City's residents **(3)** a procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Emergency purchases shall be exempted from both the quote and competitive bidding processes. Credit Cards may be used for emergency purchases.

Emergency purchases do not require a requisition or purchase order prior to obtaining the goods or services. The day after the purchase is made departments will complete the required requisition and purchase order steps of the purchasing process.

The City Manager must consent if the purchase exceeds \$50,000. The purchase will also be placed on a City Commission Agenda within 30 days for ratification.

### **Interlocal Agreements**

The Interlocal Cooperation Act, Gov. Code §791.001 et seq., gives the cities flexibility to contract with other governmental entities, including state agencies, districts, counties and municipalities. The City may contract with another local government to perform governmental functions and services such as:

Police protection and detention services; Fire protection; Streets, roads and drainage; Public health and welfare; Library and museum services; Records center services; Waste disposal; Planning; Engineering; Administrative functions; Public funds investment; Other governmental functions in which the contracting parties are mutually interested" (Gov. Code §791.003)

**Lease-Purchase Agreements**

The City may obtain the use of equipment or other personal property through a lease-purchase agreement. L.G.C. §271.005(a). A vendor leases a piece of equipment to the City with an option to purchase. To be valid the City must be able to terminate the lease without penalty if the lease term goes beyond the current fiscal year.

Note that the competitive bidding requirements for general contracts apply to leases of equipment and to lease-purchase arrangements. L.G.C. §271.006.

**Surplus**

Surplus property is defined as any City-owned property that is worn out, outdated or no longer needed for current operations yet still has a potential resale value. Surplus goods include, but are not limited to, equipment parts, tools, vehicles, computers, software, supplies, paper stock, books and furniture.

Department Heads and the Finance Director shall jointly determine when City-owned property has no resale value. Resale value shall take into consideration the cost of preparing the item for sale. Items without potential resale value may be disposed of in any manner approved by the responsible Department Head and the Director of Finance.

Department Heads will submit in writing, lists of property that they recommend to be designated as surplus. Only the City Manager or Finance Director has the authority to declare City-owned goods as surplus. A staff member of the Finance Department will review all surplus property lists for items that may be on asset rosters and update such rosters accordingly.

Surplus goods will be disposed of in a manner that will yield the greatest possible benefit to the City. Whenever possible, items will be batched together and sold at public auction. Individual items that are not easily stored for future auction may be disposed individually by making a good faith attempt to obtain the highest price for the item(s). Proceeds from such sales will be accounted for in accordance with Generally Accepted Accounting Principles.

- 1) In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given to City employees or City officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the employee's Department Head and subsequent approval of the Finance Director and the City Manager.
- 2) Property deemed surplus in accordance with the foregoing standards may be donated to another governmental entity or not-for-profit organization with the approval of the City Commission.

City employees, with the exception of Department Heads, may participate, on their own time, in public auctions for the purchase of surplus City goods.

### **Federal Grants**

#### **Suspension and Debarment**

All parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities are restricted from awards, subawards and contracts.

#### **General Procurement Standards**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards will be subject to disciplinary actions up to termination.

## Sole Source Justification Form



**City of Ennis**

\_\_\_\_\_ is a sole source for the following  
items, products or services: \_\_\_\_\_  
\_\_\_\_\_

### **Competition for this purchase is precluded due to:**

\_\_\_ A patent, copyright, secret process or natural monopoly

\_\_\_ Films, manuscripts or books and library material with exclusive  
distribution rights

\_\_\_ Electricity, gas, water or other utility services

\_\_\_ Captive replacement parts or components for equipment

\_\_\_ Management services provided by a non-profit organization to a  
municipal museum, park, zoo, or other facility to which the organization has  
provided significant financial or other benefits.

**Department Director Signature** \_\_\_\_\_

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

**Change Order Request Form**



**City of Ennis**

**Name of Vendor** \_\_\_\_\_

**Purchase Order Number** \_\_\_\_\_

**Original Approved Contract Amount** \_\_\_\_\_

**Requested Change in Contract Amount** \_\_\_\_\_

**Total Contract Amount Requested** \_\_\_\_\_

**Department Director Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**City of Ennis**

**PURCHASING POLICIES AND  
PROCEDURES**



**ENNIS**  
TEXAS

*The bluebonnet spirit of Texas*

**Updated March 2025**

## Table of Contents

Purchasing Mission Statement .....	3
Policy Objectives .....	3
Types of Purchases .....	4
Purchases Under \$3,000 .....	4
Purchases \$3,000 to \$50,000 .....	4
Purchases that Exceed \$50,000 .....	5
Competitive Solicitation Process .....	5
Competitive Sealed Proposal Process .....	8
Purchases Exempt from Competitive Solicitation Process .....	8
Procuring of Professional and Consulting Services .....	9
Sole Source .....	10
Change Orders .....	10
Bonds / Insurance .....	11
Receiving / Inspection / Payment .....	12
Purchasing On Amazon .....	12
Purchasing From House Accounts .....	12
Emergency Expenditures .....	13
Interlocal Agreements .....	13
Purchasing from Cooperatives .....	13
Surplus .....	14
Federal Grants .....	14
Purchasing Card Policy and Procedure .....	15
Employee Cardholder Agreement .....	18
City of Ennis Travel Policy .....	20
Conflict of Interest Policy .....	23
City of Ennis Procurement Ethics Policy .....	25
Sole Source Justification Form .....	27
Change Order Request Form .....	28
CERTIFICATION OF EMERGENCY PURCHASE FORM .....	29
City of Ennis Travel Reimbursement Form .....	30

## Purchasing Mission Statement

"Our mission is to manage the procurement process efficiently and strategically, ensuring the acquisition of high-quality goods and services at the best possible value. We are committed to fostering strong vendor relationships, implementing cost-effective practices, and maintaining compliance with ethical and regulatory standards. Through collaboration and innovation, we aim to contribute to the overall success and sustainability of The City of Ennis."

## Policy Objectives

- Ensure compliance with federal, state and local purchasing laws
- Establish policies and procedures that maintain the integrity of the purchasing process
- To ensure that responsible bidders are given fair opportunity to compete for City business
- Procure goods and services that meet the quantity and quality requested by departments at the best possible price



### **CITY OF ENNIS PURCHASING POLICY**

## **Types of Purchases**

### **Purchases Under \$3,000**

Purchases under \$3,000 require an ERP Pro 10 electronic requisition. Although quotes are not required, it is suggested that the departments contact at least two Ennis local vendors, if available, and purchase the items from the vendor that provides the best value for the city. All Requisitions in ERP Pro 10 must be approved by the Department Head or their designee in the system. Once approved by the Department Head the requisition will then have to be approved by the Finance Department. When requisitions are received by Finance, the staff will verify budget authority, that there is sufficient budget remaining to cover the purchases, and that the purchases are being charged to the correct accounts, this is Level 1 Finance approval. Staff will then verify that the required documentation, purchase justification and any other pertinent information is attached to the requisition, this is Level 2 Finance approval. Requisitions should be approved by Finance within 1 business day of Department Head approval. After the requisitions have been approved, the Finance Department will then process the purchase order within ERP Pro 10. The system will automatically assign purchase order numbers which will be accessible by the requesting departments. Purchases are not to be made without a purchase order number.

### **Purchases \$3,000 to \$50,000**

Purchases \$3,000 up to \$50,000 require an ERP Pro 10 electronic requisition and three written quotes. When entering a requisition into ERP Pro 10, it is crucial to include supporting documentation that demonstrates compliance with this policy and all applicable laws. This ensures transparency and accountability in the procurement process. State Law requires a minimum of two Historically Underutilized Businesses that have been certified by the statewide HUB program be contacted on a rotating basis. A list of certified HUB vendors is obtainable from the State Comptroller's website (<https://comptroller.texas.gov/purchasing/vendor/hub/>). Departments will be required to submit documentation with the electronic ERP Pro 10 requisition that the HUB vendors were contacted and provided sufficient time (1 week) to respond. If the list fails to identify a historically underutilized business in the category or area of goods or services to be acquired, the City is exempt from this section of the local government code. The quotes and all other pertinent information must be attached to the requisitions in ERP Pro 10 for approval. All Requisitions in ERP Pro 10 must be approved by the Department Head or their designee in the system. Once approved by the Department Head the requisition will

then have to be approved by the Finance Department. When requisitions are received by Finance, the staff will verify budget authority, that there is sufficient budget remaining to cover the purchases, and that the purchases are being charged to the correct accounts, this is Level 1 Finance approval. Staff will then verify that the quotes were received, HUBS have been contacted, purchase justification and any other pertinent information is attached to the requisition, this is Level 2 Finance approval. Requisitions should be approved by Finance within 1 business day of Department Head approval. After the requisitions have been approved, the Finance Department will then process the purchase order within ERP Pro 10. The system will automatically assign purchase order numbers which will be accessible by the requesting departments. Purchases are not to be made without a purchase order number.

### **Purchases that Exceed \$50,000**

Purchases that exceed \$50,000 must go through a sealed competitive solicitation process. It is required that specifications be written and formal bids/proposals/qualifications etc. be obtained. The award of purchases will be based on a combination of price, quality, delivery time, and whether the proposer has met the criteria listed in the specifications. The solicitation will be awarded to the lowest responsible proposer or to the proposer that provides the best value to the City in conjunction with other solicitation specification criteria, but the City reserves the right to reject any or all formal bids, proposals, qualifications etc. and reopen the process if it is in the best interest of the City. Tabulations will be compiled, and agenda items will be prepared by the Finance Department for presentation to the City Commission for final award within 30 days of the solicitation closing date. After the Department has chosen a vendor and the City Commission has approved of the vendor, the requesting department will enter a requisition into ERP Pro 10 for the Finance Department's approval and attach the signed Commission Resolution authorizing the purchase, a copy of the solicitation, the response of the selected vendor and any other pertinent information. All Requisitions in ERP Pro 10 must be approved by the Department Head or their designee in the system. Once approved by the Department Head the requisition will then have to be approved by the Finance Department. Once the requisitions are received by Finance, the staff will (Level 1) verify budget authority and that there is sufficient budget remaining to cover the purchases and that the purchases are being charged to the correct accounts. Staff will also (Level 2) verify that any other pertinent information is attached to the REQ. Requisitions should be approved within 1 business day of being entered into the system. After the requisitions have been approved, the Finance Department will then process a purchase order within ERP Pro 10. The system will automatically assign purchase order numbers which will be accessible to the requesting departments. Purchases are not to be made without a purchase order number.

### **Competitive Solicitation Process**

State law requires purchases that exceed \$50,000 to be processed through a competitive sealed solicitation process. An employee commits a Class B misdemeanor if he or she knowingly or intentionally makes or authorizes a separate, sequential or component purchase to deliberately avoid these requirements. Separate purchases are when purchases of items are split into multiple orders that in normal purchasing practices would be placed on one purchase order. Sequential purchases are when items or services are ordered over a period of time on individual purchase orders that in normal purchasing practice would be placed on one purchase order. Component purchases are when component parts of an item are placed on multiple

purchase orders that in normal purchasing practices would be placed on one purchase order. The City of Ennis currently uses the competitive sealed bid, proposal and qualifications process to adhere to this standard.

1. The Competitive Solicitation Process will be done online via OpenGov. Requesting Departments will submit an intake request in OpenGov. The intake process will require the department to determine the timing of the desired goods or services and prepare a detailed scope of work, far enough in advance to ensure the desired dates can be met.
2. The Solicitation will be drafted by the Finance Department with the scope of work provided by the requesting department. Bid numbers will be issued by Finance after the department has completed its review and signed off on the solicitation. After the solicitation has been approved by the Purchasing Manager and the designated representative from the requesting department, it must then be advertised as required by State Law. The advertisement must be published at least once a week for two consecutive weeks in the City's official newspaper. The first publication must be more than fourteen (14) days before the date of the solicitation opening (Local Government Code §252.041). The Solicitation will also be added to the City's Website. The Finance Department shall be responsible for placing the solicitation notification ads.
3. The selection of vendors will be based on recommendations from the selected evaluation committee, the Requesting Department Director as well as the Purchasing Manager. The Local Government Code, (§252.043) allows the City to award a contract to either: (1) the lowest responsible bidder (2) the bidder who provides goods and services at the best value to the City.
4. In determining the best value for the municipality, the municipality may consider: (1) the purchase price; (2) the reputation of the bidder and of the bidder's goods or services; (3) the quality of the bidder's goods or services; (4) the extent to which the goods or services meet the municipality's needs; (5) the bidder's past relationship with the municipality; (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and (8) any relevant criteria specifically listed in the request for bids or proposals.
5. The best value method may not be used, and the contract must be awarded to the lowest responsible bidder for contracts for the construction of the following when the cost is more than \$1.5 Million:

highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; buildings or structures that are incidental to projects that are primarily civil engineering construction projects” (Local Government Code §252.043(d)).

If the cost is less than \$1.5 Million, the best value method may be used to award the contracts.

6. If the City desires to award a contract for goods and services under the best value method, the City must indicate in the specifications that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City (Local Government Code §252.043(c)).
7. All solicitations will be submitted online via OpenGov. The Finance department is responsible for scheduling the bid openings and sending invitations to the requesting department.
8. Public Openings of Sealed Bids will be attended by the Department Head and the Purchasing Manager, or their designated representatives. If the solicitation is to be awarded to the lowest responsible bidder, the bids will be opened and read aloud with the apparent low bidder announced. If the bid is to be awarded based upon best value, the bids will be opened and read aloud; the City Commission will then determine which bidder provides the City with the best value. However, an announcement will be made to those present at the bid opening that a recommendation will be presented to the City Commission for the award to the lowest responsible bidder or the bidder who provides the best value to the City after an analysis of the bids has been conducted by staff. All proposals that were submitted will be open for public inspection after the contract award. However, trade secrets and confidential information will not be made available for public inspection (Local Government Code, Chapter 252.049). Bid documents should notify bidders that any confidential or information deemed a trade secret must be labeled as such to be withheld from disclosure. The Finance Department will be responsible for the preparation of the recommendation and agenda item submitted to the City Commission. The City reserves the right to reject any and all bids.
9. The City may award a contract for any real property or personal property that is not affixed to real property or services to a bidder whose principal business is in the City and whose bid is within 3% of the lowest bidder whose principal business is not located in the City per the Local Government Code (§ 271.905). In order to award a purchase to the local bidder in such circumstances, the City Commission must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the City, pursuant to Local Government Code §271.905.

10. The City may award a contract for any real property or personal property that is not affixed to real property or services to a bidder whose principal business is in the City and whose bid is within 5% of the lowest bidder whose principal business is not located in the City per the Local Government Code (§ 271.9051). This section only applies to contracts for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000. In order to award a purchase to the local bidder in such circumstances, the City Commission must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the City, pursuant to Local Government Code §271.905.
11. In the event there are two or more responsible bidders with the identical lowest bids that fully meet the specifications and needs of the City, the bidder who is a resident of the City shall be awarded the bid. If two or more identical bids are residents, the award of the contract will be determined by casting of lots. The casting of lots must be in a manner prescribed by the Mayor of the City and must be conducted in the presence of the governing body of the municipality. All qualified bidders and their legal representatives may elect to be present at the casting of lots. The City will still retain its right to reject all bids per Local Government Code (§271.901).

### Competitive Sealed Proposal Process

The criteria for awarding the contract to a vendor for sealed proposals is not based on price alone. While price is important, vendor qualifications, experience, and support system may be some of the components that will be considered in making a selection. The desired evaluation factors for the particular procurement must be listed in the Request for Proposal (Local Government Code §252.042(a)).

After the analysis of the proposals is completed, a recommendation by City Staff to the City Commission for award to the lowest and most responsive proposer which best meets all the evaluation criteria will be made. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. If there are vendor negotiations, care should be made to avoid disclosing proposal contents of other proposers.

### Purchases Exempt from Competitive Solicitation Process

Pursuant to Local Government Code §252.022, Competitive Solicitation Process is not required for an expenditure for:

- a procurement made because of a public calamity;
- a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- a procurement for personal, professional, or planning services;
- a procurement for work that is performed and paid for by the day;
- a purchase of land or a right-of-way;
- a procurement of items that are available from only one source including:

patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, paper, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

- a purchase of rare books, papers, and other library materials for a public library;
- paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- a public improvement project, already in progress, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government.
- participation in cooperative purchasing programs which are established to provide local governments access to contracts with vendors for purchase of materials, supplies, services, or equipment. Departments will submit documentation of participation with the electronic ERP Pro 10 requisitions for approval.
- services performed by blind or severely disabled persons.
- purchases for subsequent retail sale
- electricity
- advertising, other than legal notice

## Procuring of Professional and Consulting Services

Professional and consulting services include such services as accounting, architecture, engineering, surveying, medicine, and planning. These contracts will be awarded through a qualifications-based selection process. The awards will be based on the following:

- Demonstrated competence and qualifications.
- Fair and reasonable price.
- Fees not exceeding maximums allowed by law.

The following selection procedure must be used:

1. First select the most highly qualified provider on the basis of demonstrated competence and qualifications.
2. Attempt to negotiate with that provider a contract that is at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the first-choice provider, then the City shall:

1. Formally end negotiations with that provider
2. Select the next most highly qualified provider

3. Attempt to negotiate a contract with that provider at a fair and reasonable price.

This process shall be followed until a fair and satisfactory contract is negotiated and accepted by both parties.

## Sole Source

A sole source purchase is defined as the procurement of goods or services that are available from only one provider due to unique conditions or characteristics that preclude competition. Such procurements are permissible under the following conditions as outlined in the Texas Local Government Code, Section 252.022:

- Patents, Copyrights, or Secret Processes: The item is protected by a patent, copyright, or a secret process, making it uniquely available from a single provider.
- Natural Monopolies: The item is available from a provider that is the sole source of supply due to the nature of the goods or services.
- Exclusive Distribution Rights: Books, films, manuscripts, or other library materials with exclusive distribution rights.
- Utilities: Services such as electricity, gas, water, or other utility services.
- Captive Replacement Parts or Components: Specific replacement parts or components for equipment that are available only from the original equipment manufacturer or supplier.
- Management Services by Non-Profits: Management services provided by a non-profit organization to a municipal facility, such as a museum, park, or zoo, to which the organization has previously provided significant financial or other benefits.

If a requisitioning department believes that an item or service qualifies as a sole source purchase, a Sole Source Justification Form should be submitted to purchasing with supporting documentation. Documentation can include:

- Verification of the sole source conditions, including any relevant patents, copyrights, or exclusive distribution rights.
- Any supporting documentation from the supplier confirming they are the sole source for the goods or services.

Once approved by the Finance department the requisitioner must attach the documentation and Sole Source Justification Form to the requisition within ERP Pro 10.

**Any purchase that does not follow the competitive solicitation process, including exemptions, must be signed off by the Director of Finance.**

## Change Orders

A Change Order Request Form will be submitted to the Finance Department for changes to purchase orders or contracts for pricing changes due to a change in the scope of work. The Finance Department will review the request and make recommendations to the City Manager and City Commission.

If a change order involves a decrease or an increase of \$50,000, or less, the City Manager is authorized by City Commission to approve the change. The original contract price may not be

increased or decreased by more than \$50,000 without formal City Commission approval and the original contract price may not be increased by more than 25%. The original contract price may not be decreased by more than 25% without consent of the contractor. Local Government Code §252.048.

## Bonds / Insurance

Contractors, consultants, concessionaires, and certain suppliers whose work or employees, may expose the City and the public to risk of any kind, must provide a current insurance certificate to the City that shows their liability insurance meets the City's standard requirements. These requirements should be included in the Solicitation Documents and made a part of the contract or purchase order. Insurance requirements may vary from project to project depending on the type of work or service being provided. When the City makes a public works contract with a prime contractor, the contractor shall be required before beginning the work, to execute to the governmental entity: (1) a performance bond if the contract is in excess of \$100,000; and (2) a payment bond if the contract is in excess of \$50,000. Both performance and payment bonds must be for 100% of the contract cost.

Vendor agrees to maintain and require its subcontractors to maintain at all times during the agreement/contract term the following coverages at no less than the limits indicated:

<u>Worker's Compensation Insurance</u>	Statutory
<u>Employers Liability</u>	\$100,000
<u>Automobile Liability</u>	
(Including Owned and Non-Owned autos)	\$500,000 each occurrence
Combined Single Limits or Equivalent	
<u>Commercial General Liability</u>	
<u>Combined Single Limits for Bodily Injury and Property Damage:</u>	
Each occurrence for premises/operations:	
<u>Broad form Commercial General Liability coverage</u>	\$1,000,000
<u>Products/Operations aggregate</u>	\$1,000,000
<u>Advertising Injury</u>	\$1,000,000
<u>General Aggregate</u>	\$2,000,000
<u>Umbrella Liability</u>	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate
	\$ 25,000 self-insured
retention	

Vendor's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to the City, must stipulate that no take-out endorsements are included on the

General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to the City, and receipt of written acknowledgement from the City, who shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement/Contract. There shall be no right of subrogation against the City and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of services, Vendor shall furnish certificates evidencing compliance with all requirements herein. **The limits of such insurance shall in no way be construed as limiting Vendor's obligation to completely defend, indemnify and hold harmless the City.**

## Receiving / Inspection / Payment

When materials, equipment or supplies are received, the department that placed the order is responsible for inspecting the shipment and initiating the payment process. All items must be inspected upon receipt. The inspection should include verification of correct quantities and a check for damaged or defective goods.

***When all items or services ordered on a purchase order are received and complete and all contracted services have been rendered,*** the requesting department will attach the invoice to the purchase order and complete the receiving process in ERP Pro 10.

Accounts Payable will review the received purchase order for required information, and payment will be processed. Payables are sent out on Friday of each week. To ensure timely processing, all receipts should be completed no later than Wednesday at noon. This cut-off time allows for any necessary follow-up and ensures that payments are issued on time. The City of Ennis operates on a net 30 payment term. Payments are made as close to the 30-day mark from the invoice date as possible, ensuring compliance with the agreed-upon payment terms and maintaining good supplier relationships.

## Purchasing On Amazon

Purchases can be made through the cities designated Amazon website. When you proceed to check out each order should be coded with the fund, department and object. These are required fields and must be present on each order. In situations where multiple codes need to be used enter the additional code in the additional GL Code field and the amount needing to go to that code in the amount field. All items should be shipped to a city address location and the payment method should be Pay by Invoice. P-Cards should not be used to make payments on Amazon. Personal purchases **MUST NOT** be made on the City's designated Amazon account. Purchases on one's personal Amazon account for the City of Ennis are a violation of this policy.

## Purchasing From House Accounts

Purchases on behalf of the city can also be made through house accounts. House accounts are defined as those accounts that provide a single invoice that covers all the city's purchases on a monthly basis. These purchases do not require the use of the company P-Card and a requisition is not required to be entered into ERP Pro 10. House accounts must be pre-approved by the Finance Department. The current list of approved house accounts are:

- Atwoods
- B&C Auto
- B&C Shop & Tire
- Blackland Building Supply
- Ennis Janitorial
- Main Street Hardware
- O'Reilly Auto Parts
- Sherwin Williams
- United Ag & Turf

## Emergency Expenditures

An emergency purchase is defined in the local government code as (1) a procurement because of public calamity that requires immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City (2) a procurement necessary to preserve or protect the public health or safety of the City's residents (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Emergency purchases shall be exempted from both the quote and competitive bidding processes. Credit Cards may be used for emergency purchases.

Emergency purchases do not require a requisition or purchase order prior to obtaining the goods or services. The day after the purchase is made the departments will complete the required requisition and purchase order steps of the purchasing process. The requisition must clearly identify the purchase as an emergency and be accompanied by the Emergency Purchase Form.

The City Manager must give consent if the purchase exceeds \$50,000 prior to the purchase being made. The purchase will also be placed on a City Commission Agenda by the department within 30 days for ratification.

## Interlocal Agreements

The Interlocal Cooperation Act, Gov. Code §791.001 et seq., gives cities flexibility to contract with other governmental entities, including state agencies, districts, counties and municipalities. The City may contract with another local government to perform governmental functions and services such as:

Police protection and detention services; Fire protection; Streets, roads and drainage; Public health and welfare; Library and museum services; Records center services; Waste disposal; Planning; Engineering; Administrative functions; Public funds investment; Other governmental functions in which the contracting parties are mutually interested" (Gov. Code §791.003)

All interlocal agreements must be pre-approved by the Finance Director to ensure policy and regulatory compliance.

## Purchasing from Cooperatives

In accordance with Texas Local Government Code §271.102, the City of Ennis may participate in cooperative purchasing programs with other local governments or cooperative organizations.

Purchases made through these programs are exempt from competitive procurement requirements. All cooperative purchases must be reviewed and pre-approved by the Finance Department to maintain proper documentation and adherence to city policies and state regulations.

## Surplus

Surplus property is defined as any City-owned property that is worn out, outdated or no longer needed for current operations yet still has a potential resale value. Surplus goods include, but are not limited to, equipment parts, tools, vehicles, computers, software, supplies, and furniture.

Department Heads and the City Manager shall jointly determine when City-owned property has no resale value. Resale value shall take into consideration the cost of preparing the item for sale. Items without potential resale value may be disposed of in any manner approved by the responsible Department Head and the City Manager.

Department Heads will submit in writing lists of property that they recommend to be designated as surplus. Only the City Manager has the authority to declare City-owned goods surplus. A staff member of the Finance Department will review all surplus property lists for items that may be on the asset rosters and update such rosters accordingly.

Surplus goods will be disposed of in a manner that will yield the greatest possible benefit to the City. Whenever possible, items will be batched together and sold at public auction. Individual items that are not easily stored for future auction may be disposed individually by making a good faith attempt to obtain the highest price for the item(s). Proceeds from such sales will be accounted for in accordance with Generally Accepted Accounting Principles.

1. In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given to City employees or City officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the Department Head and subsequent approval from the City Manager and the City Commission.
2. Property deemed surplus in accordance with the foregoing standards may be donated to another governmental entity or not-for-profit organization with the approval of the City Manager and the City Commission.

City employees, with the exception of Department Heads, City Officials, and The City Manager may participate, on their own time, in public auctions for the purchase of surplus City goods.

## Federal Grants

### Suspension and Debarment

All parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities are restricted from awards, subawards and contracts.

### General Procurement Standards

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards will be subject to disciplinary actions up to termination.

### Review and Revision

These policies shall be periodically reviewed and updated as necessary to address changes in laws, regulations, and best practices.



## Purchasing Card Policy and Procedure

### **Purpose**

To establish policies and procedures for procuring goods and/or services using a City of Ennis Purchasing Card. The Purchasing Card program is designed to streamline the purchasing and accounts payable process by reducing paperwork generated by one-time, small dollar transactions, providing immediate access to goods and/or services, and facilitating quick payment to vendors. All Purchasing Card (P-Card) purchases must be made in compliance with all City ordinance requirements for public procurement as well as the City of Ennis Purchasing Policy.

### **Scope**

The City of Ennis's Purchasing Card (P-Card) is an internationally accepted Mastercard credit card issued to authorized City of Ennis employees to be used only for business purposes. No personal items or services are to be purchased with the City credit card under any circumstances, nor shall the card be used to circumvent the Purchasing Policy. The City credit card is not to be used for obtaining cash nor is the employee to accept cash in lieu of a credit to their account. Any violation of this policy may result in the employee's loss of credit card privileges, and /or other disciplinary action.

### **Responsibilities**

An employee's request for a City P-Card must be made in writing by the employees' supervisor or Department Head to the Finance Director. At the time of approval, the Department Head and the Finance Director will determine the appropriate credit level for the employees' card based on projected needs and usages. Every City P-Card holder must sign the Employee Cardholder Agreement.

If the credit card is lost or stolen, the employee shall contact the credit card company immediately and then notify the Accounts Payable Administrator in the Finance Department as soon as possible.

The City of Ennis is tax-exempt. Employees should make their credit card purchases with a vendor whom the City has an account to avoid having sales tax charges. If the City does not have an account with the vendor, the employee should provide the vendor with a completed tax-exemption form obtainable from the Finance Department prior to the purchase. If sales tax is charged, employees should contact the vendor to request a credit. Exceptions must be approved by the Finance Department.

Each month the cardholder shall reconcile the transactions made on their P-Card and assign the correct account to be charged to each transaction. The employee shall enter a requisition for all credit card purchases in ERP Pro 10 to account for these expenses. The bidding and quotation requirements of city policy and state law apply when using the P-Card. All receipts, required quotes, and documentation must be uploaded to ERP Pro 10. All transactions must be supported by itemized receipts or credit slips as well as a written narrative of the purpose of the purchase. An itemized receipt is one that provides the business or company name that the purchase was made at, the date, and a detailed list of what was purchased.

Cardholders are required to assign account information and obtain supervisor approval via requisition no later than 5 business days after receipt of the statement. Finance staff will notify cardholders and supervisors of these deadlines and outstanding approval issues. **Amazon purchases should not be made on the City P-Card.**

It is the Department Head's responsibility to notify the Finance Department as soon as possible if the employee has been terminated, retired or moved to a new position in which they will no longer need to make City purchases. It is also the Department Head's responsibility to ensure that the credit card is retrieved from the employee and turned into the Finance Department upon the employee's change of position or separation from employment with the City of Ennis. The City will work to minimize the number of employees with P-Cards, issuing them only when justified by business needs, to ensure proper oversight and accountability.

### **Allowable Travel Expenses**

City of Ennis Employees may charge travel expenses directly to their P-Card. These expenses include:

- Airfare (Coach Fare Only) and baggage fees
- Conferences/Workshop Registration
- Hotel/ Lodging
- Ground Transportation
  - Rental Car (economy class rental car when economical)
  - personal vehicle (with mileage reimbursement)
  - rideshare services (Lyft, Uber or Taxi)
  - public transportation (subway, train or shuttle)
- Vehicle Parking Fees
- Meals on overnight City of Ennis travel not to exceed GSA standard per-diem rates. (<https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>)

### **Non-Allowable Travel Expenses**

The following expenses are considered personal or excessive and if incurred on the City of Ennis P-Card should be re-imbursed to the city:

- Airline additional fees include first class airfare, pre-boarding, early boarding, seat selection fees, upgraded seat fees, and in-flight headsets
- Upgraded room fees
- Meals purchased during a standard work shift on non-overnight travel
- Limousines, private car services, and other luxury transportation
- Alcoholic beverages
- Hotel in room movies
- Parking fines, late fees or penalties
- Any Personal Charges
- Cash Advances
- Gratuities for meals, taxis or rideshares
- Weapons, firearms, ammunition

### **Corrective Actions**

In addition to any other appropriate discipline, the City of Ennis P-Card Corrective Actions Procedures are as follows:

#### **First Violation:**

Written notification to cardholder and approver.

#### **Second Violation:**

Written notification to cardholder and approver. Suspension of City Issued P-Card until cardholder completes scheduled retraining on policies and procedures before card will be reinstated.

#### **Third and Final Violation:**

Cancellation of the cardholder's privileges.

These actions are designed to ensure compliance with the City's policies and procedures. However, if an offense is deemed egregious, the City reserves the right to bypass these steps and take immediate corrective action, which may include suspension or permanent revocation of P-Card privileges. Additionally, any intentional misuse, fraud, abuse or egregious use of the P-Card may result in disciplinary action up to and including termination of employment, criminal prosecution, and reporting to the employee's personal credit report.



## Employee Cardholder Agreement

### **Participating Employee Acknowledgment of Responsibilities**

By participating in the City of Ennis Procurement Card Program as a Cardholder, you assume responsibilities pertaining to the operation and administration of the Procurement Card Program.

These responsibilities include but are not limited to the following:

The City of Ennis Procurement Card is to be used for business expenditures only. The Procurement Card may only be used under the parameters and procedures established in the Procurement Card Policy. I agree that I have read and understand the Policy. The City of Ennis Procurement Card may not be used for personal purposes.

While the corrective actions outlined in the Purchasing Card Policy and Procedures provide a structured approach to policy violations, the City of Ennis reserves the right to bypass these steps in cases where an offense is deemed egregious, fraudulent, or intentionally deceptive. Intentional misuse, fraud, or abuse of the P-Card may result in immediate suspension or revocation of P-Card privileges and could lead to disciplinary action, up to and including termination of employment, criminal prosecution, and reporting to the employee's personal credit report.

The Procurement Card will be issued in the name of the employee. By accepting the Card, the employee assumes responsibility for the Card and will be responsible for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.

The City of Ennis Procurement Card must be maintained with the highest level of security. If the Card is lost or stolen, or if the Cardholder suspects the Card or Account Number to have been

compromised, the Cardholder agrees to immediately notify JP Morgan Chase at the number on the back of the card and the City of Ennis Procurement Card Administrator.

All charges will be billed and paid directly by City of Ennis. On a monthly basis, the Cardholder will receive a statement listing all activity associated with the Card. This activity will include purchases and credits made during the reporting period. While the Cardholder will not be responsible for making payments, the Cardholder will be responsible for the verification and reconciliation of all Account activity.

Cardholder Accounts may be subject to periodic internal control reviews and audits designed to protect the interests of the City of Ennis. By accepting the Card, the Cardholder agrees to comply with these reviews and audits. The Cardholder may be asked to produce the Card to validate its existence and produce statements and receipts to verify appropriate use.

Parameters and procedures related to the Procurement Card Program may be updated or changed at any time. The City of Ennis will promptly notify all Cardholders of these changes. The Cardholder agrees to and will be responsible for the execution of any program changes.

The Cardholder agrees to surrender and cease use of their Card upon termination of employment whether for retirement, voluntary separation, resignation or dismissal. The Cardholder may also be asked to surrender the Card at any time deemed necessary by management.

.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document. I certify that as a participating Cardholder of the City of Ennis Procurement Card Program, I understand and assume the responsibilities listed above.

Employee Signature

Title

\_\_\_\_\_  
\_\_\_\_\_

Name (Print)

Date

\_\_\_\_\_  
\_\_\_\_\_



## City of Ennis Travel Policy

### **Purpose**

The purpose of this travel policy is to establish guidelines for the reimbursement, advance and accountability of travel expenses incurred by employees, elected officials, and representatives of the City of Ennis in the conduct of official city business.

### **Scope**

This policy applies to all employees, elected officials, and representatives of the City of Ennis who are required to travel for official city business.

### **General Policy**

1. Travel Arrangements: Travel arrangements, including transportation, lodging, and registration for conferences or meetings, should be made in the most economical and practical manner.
2. Transportation:
  - a) Air Travel: Employees should book the lowest available fare that reasonably meets business needs.
  - b) Ground Transportation: The use of personal vehicles, rental cars, taxis, rideshare services, or public transportation should be chosen based on cost-effectiveness and convenience.
  - c) City vehicles will be utilized whenever possible.
  - d) Mileage Reimbursement: When personal vehicles are used, mileage will be reimbursed at the current GSA standard mileage rate with preapproval.
3. Lodging: Employees should choose reasonably priced accommodation that is convenient to the business location. If the event is being hosted at a specific hotel, it is acceptable for employees to stay at that hotel. Lodging should be booked at reasonably priced hotels that offer government rates when available.
4. Meals:
  - a) Meals will be advanced based on the flat rate established by the U.S. General Services Administration which can be found at

<https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>.

Receipts must be provided for all meal purchases reimbursed or charged on a City issued credit card.

- b) No meal receipts are required for meal per diems advanced before the travel
- c) Meals on overnight City of Ennis travel should not exceed the GSA standard per-diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>).
- 5. Incidental Expenses: Incidental expenses such as parking and tolls will be reimbursed when reasonable and necessary. Receipts must be provided for all incidental expenses.

#### **Meal Advances:**

Advances may be provided upon request to cover anticipated meal expenses. Advances must be approved by the department head.

- 1. Eligibility: Employees may request a meal advance for anticipated meal expenses related to official travel.
- 2. Request Process: To request a meal advance, employees must complete the Meal Advance Request Form and a Warrant Request. Both forms must be first submitted to Department Directors and then to the Finance Department for approval at least one week before the travel date.
- 3. Advance Amount: The amount of the travel advance will be based on the per diem flat rate established by the U.S. General Services Administration.

#### **Reimbursement Process:**

- 1. Requests for reimbursement must be submitted within ten business days after the completion of travel using a Warrant Request.
- 2. Original receipts must be provided for all expenses, including transportation, lodging, and incidentals. Meals will be reimbursed for actual expenses incurred, not to exceed the allowable amounts referenced by the U.S. General Services Administration per diem flat rate.
- 3. Reimbursements will be processed through the city's Finance department and will be subject to review and approval.

#### **Non-Reimbursable Expenses:**

- 1. Airline additional fees include first class airfare, pre-boarding and in-flight headsets
- 2. Meals purchased during a standard work shift on non-overnight travel
- 3. Alcoholic beverages
- 4. Hotel in room movies
- 5. Parking fines, late fees or penalties
- 6. Any Personal Charges
- 7. Costs incurred for travel companions not on official City business.

#### **Travel Expenses on Purchasing Card:**

Travel expenses can be made using a city issued purchasing card. When using a purchasing card to travel all processes and procedures under the Purchasing Card Policy apply. A

requisition for all purchases must be entered into ERP Pro 10 and be accompanied by an itemized receipt.

**Compliance and Accountability:**

All travelers are expected to adhere to this policy and exercise good judgment in the use of public funds. Violations of this policy may result in denial of reimbursement and disciplinary action.

**Exceptions:**

Any exceptions to this policy must be approved in writing by the City Manager.

DRAFT



## Conflict of Interest Policy

### **Purpose**

The purpose of this Conflict of Interest Purchasing Policy is to establish guidelines and procedures to ensure that the City's procurement processes are conducted with transparency, fairness, and free from conflicts of interest. This policy aims to safeguard the integrity of the City's purchasing activities and maintain public trust in the procurement process.

### **Scope**

This policy applies to all municipal employees, elected officials, and individuals involved in the procurement process, including vendors and contractors. It covers all purchasing activities, including the acquisition of goods, services, and construction.

### **Definitions**

**Conflict of Interest:** A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has an actual or perceived financial or other interest in or a tangible personal benefit from a vendor considered for a contract as further defined in the Conflict of Interest Policy and the City Charter. In addition, for elected officials, a conflict would arise under Chapter 171 of the Texas Local Government Code and other provisions of state law.

**Official:** Any elected official, employee, or individual participating in the procurement process on behalf of the City.

### **Disclosure of Conflicts of Interest**

All officials involved in procurement processes must disclose any personal, financial, or familial interests that may create a conflict of interest. Disclosures should be made in writing to the City's Finance Director prior to participating in any procurement decision.

### **Evaluation and Management of Conflicts**

The Finance Director will work with the City Manager to determine actions to take to remedy the conflict of interest. The official involved may be recused from the procurement process. The

City may also seek legal advice to ensure proper resolution of conflicts and adherence to applicable laws.

### **Prohibited Actions**

No official shall participate in the procurement process where a conflict of interest exists. Officials are prohibited from accepting gifts, favors, or benefits from vendors or contractors that could influence procurement decisions.

### **Vendor Relations**

Vendors and contractors are required to disclose any conflicts of interest that may arise during the procurement process. Failure to disclose conflicts may result in disqualification from the procurement process and may impact future business opportunities with the City.

### **Penalties for Violations**

Violations of this policy may result in disciplinary action, including but not limited to reprimand, suspension, or termination of employment. Individuals found in violation may also be subject to legal action or fines as allowed by applicable laws.

### **Training and Awareness**

The City shall provide training on conflict-of-interest policies to all officials involved in the procurement process. Regular updates and reminders on conflict-of-interest policies will be provided to ensure ongoing awareness.

All employees, officers, and representatives of the City of Ennis are required to review, disclose, and acknowledge their understanding of this Conflict of Interest Policy on an annual basis. Each individual must complete and sign the Annual Disclosure and Acknowledgment Statement, affirming their compliance and disclosing any actual, potential, or perceived conflicts of interest.

Failure to complete the required annual disclosure may result in disciplinary action, up to and including suspension, termination, or other corrective measures as deemed necessary by the City. It is the responsibility of each individual to update their disclosure should a conflict of interest arise at any time during their tenure.



## City of Ennis Procurement Ethics Policy

### **Purpose**

The purpose of this policy is to establish clear ethical standards and guidelines for the procurement of goods, services, and construction by or for the City of Ennis. This policy aims to promote fairness, transparency, and integrity in all procurement activities.

### **Scope**

This policy applies to all city officials, employees, contractors, consultants, and vendors involved in the procurement process on behalf of the City of Ennis.

### **General Principles**

- a. Integrity and Transparency: All procurement processes shall be conducted in a manner that ensures fairness, accountability, and transparency.
- b. Conflict of Interest: Individuals involved in procurement must avoid any situation that may result in a direct or indirect pecuniary interest, which could be perceived as a conflict of interest. They must disclose any potential or actual conflicts to their supervisor and the Finance Director. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a vendor considered for a contract as further defined in the Conflict of Interest Policy and the City Charter.
- c. Confidentiality: Confidential information related to procurement activities must be safeguarded and not used for personal gain.
- d. Compliance with Laws: All procurement activities shall comply with federal, state, and local laws, regulations, and the city's procurement rules.

### **Guidelines for Conduct**

a. **Avoidance of Improper Influence:** No gifts, hospitality, or other benefits shall be accepted from potential or current vendors that could influence, or appear to influence, procurement decisions.

b. **Fair Competition:** Open and fair competition is the standard for procurement. Specifications shall be written in a way to encourage competition, and no potential vendor shall be unjustly excluded from bidding.

c. **Responsibility to Report:** City officials and employees must report any irregularities in procurement to the appropriate authority.

d. **No Retaliation:** The city prohibits retaliation against individuals who, in good faith, report misconduct or unethical behavior.

### **Responsibilities**

a. **Training and Compliance:** Regular training on this policy shall be provided to all relevant employees. Compliance with this policy will be monitored and violations will be dealt with promptly.

### **Enforcement**

Violations of the procurement ethics policy may result in disciplinary action, up to and including termination of employment, termination of contracts, and legal action, depending on the severity of the breach.

### **Review and Update**

This policy shall be reviewed annually and updated as necessary to reflect changes in laws or in the procurement needs of the City of Ennis.

## Sole Source Justification Form



### City of Ennis

\_\_\_\_\_ is a sole source for the following items, products or services:

---

---

---

---

### Competition for this purchase is precluded due to:

\_\_\_ A patent, copyright, secret process or natural monopoly

\_\_\_ Films, manuscripts or books and library material with exclusive distribution rights

\_\_\_ Electricity, gas, water or other utility services

\_\_\_ Captive replacement parts or components for equipment

\_\_\_ Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

**Department Director Signature:** \_\_\_\_\_

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

## Change Order Request Form



### City of Ennis

Name of Vendor \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Original Approved Contract Amount \_\_\_\_\_

Requested Change in Contract Amount \_\_\_\_\_

Total Contract Amount Requested \_\_\_\_\_

Department Director Signature  
\_\_\_\_\_

Date  
\_\_\_\_\_



## CERTIFICATION OF EMERGENCY PURCHASE FORM

Section 252.022 of the Texas statutes provides exemptions to the bidding laws for emergencies as follows, please select the nature of the emergency from one of the options below:

**(A)(1).** A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.

**(A)(2).** A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

**(A)(3).** A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Description/Justification of Emergency:

---



---



---



---

Emergency Dollar Amount: \$ 

---

Supplier: 

---

 REQ#: 

---

  
PO#: 

---

Name/Title of official responsible for initiating emergency action: 

---

 Date: 

---

Signature of Director: 

---

 Date: 

---

Signature of Purchasing Manager/Finance Director: 

---

 Date: 

---

Signature of City Manager or Designee: 

---

 Date: 

---



## City of Ennis Travel Reimbursement Form

### Employee Information

- Name: \_\_\_\_\_
- Department: \_\_\_\_\_
- Contact Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_

### Travel Details

- Purpose \_\_\_\_\_ of \_\_\_\_\_ Travel: \_\_\_\_\_
- Destination: \_\_\_\_\_
- Departure Date: \_\_\_\_\_
- Return Date: \_\_\_\_\_

### Expenses Summary

Expense Type	Actual Cost	Receipt Attached (Y/N)
Transportation	\$ _____	[ ]
Lodging	\$ _____	[ ]
Meals (Per Diem Rate)	\$ _____	[ ]
Incidental Expenses	\$ _____	[ ]
Other (Specify)	\$ _____	[ ]
<b>Total</b>	\$ _____	

### Transportation Details

- **Mode of Transportation:**
  - Air
  - Personal Vehicle
  - Rental Car
  - Public Transportation

- Other (Specify): \_\_\_\_\_
  - **Mileage (if using personal vehicle):**
    - Total Miles: \_\_\_\_\_ miles
    - Reimbursement Rate: \$ \_\_\_\_\_ /mile
    - Total Mileage Cost: \$ \_\_\_\_\_
- 

**Lodging Details**

- Hotel Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Reservation Confirmation Number: \_\_\_\_\_
- 

**Meals**

- Total Meals Cost: \$ \_\_\_\_\_
- 

**Incidental Expenses**

- Description: \_\_\_\_\_
  - Total Cost: \$ \_\_\_\_\_
- 

**Other Expenses**

- Description: \_\_\_\_\_
  - Total Cost: \$ \_\_\_\_\_
- 

**Total Reimbursement Requested** \$ \_\_\_\_\_

---

**Certification**

I certify that the above expenses were incurred for official City of Ennis business and are in compliance with the City of Ennis Travel Policy. I have attached all required receipts and documentation.

- **Employee Signature:** \_\_\_\_\_
  - **Date:** \_\_\_\_\_
- 

**Approval**

- **Supervisor/Department Head:**
    - **Name:** \_\_\_\_\_
    - **Signature:** \_\_\_\_\_
    - **Date:** \_\_\_\_\_
-



## City of Ennis Meal Advance Request Form

### Employee Information

- Name: \_\_\_\_\_
- Department: \_\_\_\_\_
- Contact Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_

### Travel Details

- Purpose \_\_\_\_\_ of \_\_\_\_\_ Travel: \_\_\_\_\_
- Destination: \_\_\_\_\_
- Departure Date: \_\_\_\_\_
- Return Date: \_\_\_\_\_

### Estimated Meal Expenses

- Per Diem Rate (GSA): \$ \_\_\_\_\_ /day
- Total Days: \_\_\_\_\_ days
- Total Meals Cost: \$ \_\_\_\_\_

### Advance Amount Requested

- Total Advance Requested: \$ \_\_\_\_\_

### Employee Certification

I certify that the requested advance will be used for official City of Ennis business travel expenses. I understand that I must submit a Travel Expense Report and all required documentation within 30 days of my return.

- Employee Signature: \_\_\_\_\_
- Date: \_\_\_\_\_

### Approval

- Department Head:
  - Name: \_\_\_\_\_
  - Signature: \_\_\_\_\_



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING AND ADOPTING THE REVISED PURCHASING POLICY FOR THE CITY OF ENNIS; PROVIDING FOR REPEALING, SEVERABILITY, AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Ennis, Texas recognizes the need for a comprehensive and effective purchasing policy to ensure transparency, accountability, and efficiency in its procurement processes; and

**WHEREAS**, the City's Purchasing Department has undertaken a review of the existing purchasing policy and has recommended revisions to enhance clarity, improve operational efficiency, and ensure compliance with applicable state and federal laws; and

**WHEREAS**, the revised Purchasing Policy includes updated procedures, guidelines, and requirements designed to promote fair and open competition, ensure responsible use of City funds, and provide clear guidance for all City departments and vendors; and

**WHEREAS**, Section 2, Article IV of the Ennis Economic Development Corporation Bylaws states that the City Manager of Ennis, Texas shall provide administrative support services for the corporation as needed and as approved by the City Commission of Ennis, Texas; and

**WHEREAS**, for the purposes of consistency, transparency, and proper oversight, the revised Purchasing Policy shall apply to the Ennis Economic Development Corporation, Ennis Main Street, CCPD and Keep Ennis Beautiful in the same manner as all other departments, boards, and entities receiving administrative support from the City; and

**WHEREAS**, the City Commission finds that adopting the revised Purchasing Policy is in the best interest of the City of Ennis and its residents.

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

**SECTION 1:** The City Commission hereby approves and adopts the revised Purchasing Policy for the City of Ennis, as presented by the Purchasing Department.

**SECTION 2:** All prior resolutions, policies, or parts thereof, in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 3:** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions hereof, and all provisions not affected shall remain in full force and effect.

**SECTION 4:** This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** by the City Commission of the City of Ennis, Texas on this 15th day of April, 2025.

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary

**City of Ennis**

**PURCHASING POLICIES AND  
PROCEDURES**



**Updated April 2025**

Table of Contents

Purchasing Mission Statement .....3

Policy Objectives .....3

Types of Purchases .....4

    Purchases Under \$3,000 .....4

    Purchases \$3,000 to \$50,000 .....4

    Purchases that Exceed \$50,000 .....5

Competitive Solicitation Process .....5

    Competitive Sealed Proposal Process .....8

Purchases Exempt from Competitive Solicitation Process .....8

    Procuring of Professional and Consulting Services .....9

Sole Source .....10

Change Orders .....10

Bonds / Insurance .....11

Receiving / Inspection / Payment .....12

Purchasing On Amazon .....12

Purchasing From House Accounts .....12

Emergency Expenditures .....13

Interlocal Agreements .....13

Purchasing from Cooperatives .....13

Surplus .....14

Federal Grants .....14

Purchasing Card Policy and Procedure .....15

Employee Cardholder Agreement .....18

City of Ennis Travel Policy .....20

Conflict of Interest Policy .....23

City of Ennis Procurement Ethics Policy .....25

Sole Source Justification Form .....27

Change Order Request Form .....28

CERTIFICATION OF EMERGENCY PURCHASE FORM .....29

City of Ennis Travel Reimbursement Form .....30

## Purchasing Mission Statement

"Our mission is to manage the procurement process efficiently and strategically, ensuring the acquisition of high-quality goods and services at the best possible value. We are committed to fostering strong vendor relationships, implementing cost-effective practices, and maintaining compliance with ethical and regulatory standards. Through collaboration and innovation, we aim to contribute to the overall success and sustainability of The City of Ennis."

## Policy Objectives

- Ensure compliance with federal, state and local purchasing laws
- Establish policies and procedures that maintain the integrity of the purchasing process
- To ensure that responsible bidders are given fair opportunity to compete for City business
- Procure goods and services that meet the quantity and quality requested by departments at the best possible price



### **CITY OF ENNIS PURCHASING POLICY**

## Types of Purchases

### Purchases Under \$3,000

Purchases under \$3,000 require an ERP Pro 10 electronic requisition. Although quotes are not required, it is suggested that the departments contact at least two Ennis local vendors, if available, and purchase the items from the vendor that provides the best value for the city. All Requisitions in ERP Pro 10 must be approved by the Department Head or their designee in the system. Once approved by the Department Head the requisition will then have to be approved by the Finance Department. When requisitions are received by Finance, the staff will verify budget authority, that there is sufficient budget remaining to cover the purchases, and that the purchases are being charged to the correct accounts, this is Level 1 Finance approval. Staff will then verify that the required documentation, purchase justification and any other pertinent information is attached to the requisition, this is Level 2 Finance approval. Requisitions should be approved by Finance within 1 business day of Department Head approval. After the requisitions have been approved, the Finance Department will then process the purchase order within ERP Pro 10. The system will automatically assign purchase order numbers which will be accessible by the requesting departments. Purchases are not to be made without a purchase order number.

### Purchases \$3,000 to \$50,000

Purchases \$3,000 up to \$50,000 require an ERP Pro 10 electronic requisition and three written quotes. When entering a requisition into ERP Pro 10, it is crucial to include supporting documentation that demonstrates compliance with this policy and all applicable laws. This ensures transparency and accountability in the procurement process. State Law requires a minimum of two Historically Underutilized Businesses that have been certified by the statewide HUB program be contacted on a rotating basis. A list of certified HUB vendors is obtainable from the State Comptroller's website (<https://comptroller.texas.gov/purchasing/vendor/hub/>). Departments will be required to submit documentation with the electronic ERP Pro 10 requisition that the HUB vendors were contacted and provided sufficient time (1 week) to respond. If the list fails to identify a historically underutilized business in the category or area of goods or services to be acquired, the City is exempt from this section of the local government code. The quotes and all other pertinent information must be attached to the requisitions in ERP Pro 10 for approval. All Requisitions in ERP Pro 10 must be approved by the Department Head or their designee in the system. Once approved by the Department Head the requisition will

then have to be approved by the Finance Department. When requisitions are received by Finance, the staff will verify budget authority, that there is sufficient budget remaining to cover the purchases, and that the purchases are being charged to the correct accounts, this is Level 1 Finance approval. Staff will then verify that the quotes were received, HUBS have been contacted, purchase justification and any other pertinent information is attached to the requisition, this is Level 2 Finance approval. Requisitions should be approved by Finance within 1 business day of Department Head approval. After the requisitions have been approved, the Finance Department will then process the purchase order within ERP Pro 10. The system will automatically assign purchase order numbers which will be accessible by the requesting departments. Purchases are not to be made without a purchase order number.

### **Purchases that Exceed \$50,000**

Purchases that exceed \$50,000 must go through a sealed competitive solicitation process. It is required that specifications be written and formal bids/proposals/qualifications etc. be obtained. The award of purchases will be based on a combination of price, quality, delivery time, and whether the proposer has met the criteria listed in the specifications. The solicitation will be awarded to the lowest responsible proposer or to the proposer that provides the best value to the City in conjunction with other solicitation specification criteria, but the City reserves the right to reject any or all formal bids, proposals, qualifications etc. and reopen the process if it is in the best interest of the City. Tabulations will be compiled, and agenda items will be prepared by the Finance Department for presentation to the City Commission for final award within 30 days of the solicitation closing date. After the Department has chosen a vendor and the City Commission has approved of the vendor, the requesting department will enter a requisition into ERP Pro 10 for the Finance Department's approval and attach the signed Commission Resolution authorizing the purchase, a copy of the solicitation, the response of the selected vendor and any other pertinent information. All Requisitions in ERP Pro 10 must be approved by the Department Head or their designee in the system. Once approved by the Department Head the requisition will then have to be approved by the Finance Department. Once the requisitions are received by Finance, the staff will (Level 1) verify budget authority and that there is sufficient budget remaining to cover the purchases and that the purchases are being charged to the correct accounts. Staff will also (Level 2) verify that any other pertinent information is attached to the REQ. Requisitions should be approved within 1 business day of being entered into the system. After the requisitions have been approved, the Finance Department will then process a purchase order within ERP Pro 10. The system will automatically assign purchase order numbers which will be accessible to the requesting departments. Purchases are not to be made without a purchase order number.

### **Competitive Solicitation Process**

State law requires purchases that exceed \$50,000 to be processed through a competitive sealed solicitation process. An employee commits a Class B misdemeanor if he or she knowingly or intentionally makes or authorizes a separate, sequential or component purchase to deliberately avoid these requirements. Separate purchases are when purchases of items are split into multiple orders that in normal purchasing practices would be placed on one purchase order. Sequential purchases are when items or services are ordered over a period of time on individual purchase orders that in normal purchasing practice would be placed on one purchase order. Component purchases are when component parts of an item are placed on multiple

purchase orders that in normal purchasing practices would be placed on one purchase order. The City of Ennis currently uses the competitive sealed bid, proposal and qualifications process to adhere to this standard.

1. The Competitive Solicitation Process will be done online via OpenGov. Requesting Departments will submit an intake request in OpenGov. The intake process will require the department to determine the timing of the desired goods or services and prepare a detailed scope of work, far enough in advance to ensure the desired dates can be met.
2. The Solicitation will be drafted by the Finance Department with the scope of work provided by the requesting department. Bid numbers will be issued by Finance after the department has completed its review and signed off on the solicitation. After the solicitation has been approved by the Purchasing Manager and the designated representative from the requesting department, it must then be advertised as required by State Law. The advertisement must be published at least once a week for two consecutive weeks in the City's official newspaper. The first publication must be more than fourteen (14) days before the date of the solicitation opening (Local Government Code §252.041). The Solicitation will also be added to the City's Website. The Finance Department shall be responsible for placing the solicitation notification ads.
3. The selection of vendors will be based on recommendations from the selected evaluation committee, the Requesting Department Director as well as the Purchasing Manager. The Local Government Code, (§252.043) allows the City to award a contract to either: (1) the lowest responsible bidder (2) the bidder who provides goods and services at the best value to the City.
4. In determining the best value for the municipality, the municipality may consider: (1) the purchase price; (2) the reputation of the bidder and of the bidder's goods or services; (3) the quality of the bidder's goods or services; (4) the extent to which the goods or services meet the municipality's needs; (5) the bidder's past relationship with the municipality; (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and (8) any relevant criteria specifically listed in the request for bids or proposals.
5. The best value method may not be used, and the contract must be awarded to the lowest responsible bidder for contracts for the construction of the following when the cost is more than \$1.5 Million:

highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; buildings or structures that are incidental to projects that are primarily civil engineering construction projects” (Local Government Code §252.043(d)).

If the cost is less than \$1.5 Million, the best value method may be used to award the contracts.

6. If the City desires to award a contract for goods and services under the best value method, the City must indicate in the specifications that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City (Local Government Code §252.043(c)).
7. All solicitations will be submitted online via OpenGov. The Finance department is responsible for scheduling the bid openings and sending invitations to the requesting department.
8. Public Openings of Sealed Bids will be attended by the Department Head and the Purchasing Manager, or their designated representatives. If the solicitation is to be awarded to the lowest responsible bidder, the bids will be opened and read aloud with the apparent low bidder announced. If the bid is to be awarded based upon best value, the bids will be opened and read aloud; the City Commission will then determine which bidder provides the City with the best value. However, an announcement will be made to those present at the bid opening that a recommendation will be presented to the City Commission for the award to the lowest responsible bidder or the bidder who provides the best value to the City after an analysis of the bids has been conducted by staff. All proposals that were submitted will be open for public inspection after the contract award. However, trade secrets and confidential information will not be made available for public inspection (Local Government Code, Chapter 252.049). Bid documents should notify bidders that any confidential or information deemed a trade secret must be labeled as such to be withheld from disclosure. The Finance Department will be responsible for the preparation of the recommendation and agenda item submitted to the City Commission. The City reserves the right to reject any and all bids.
9. The City may award a contract for any real property or personal property that is not affixed to real property or services to a bidder whose principal business is in the City and whose bid is within 3% of the lowest bidder whose principal business is not located in the City per the Local Government Code (§ 271.905). In order to award a purchase to the local bidder in such circumstances, the City Commission must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the City, pursuant to Local Government Code §271.905.

10. The City may award a contract for any real property or personal property that is not affixed to real property or services to a bidder whose principal business is in the City and whose bid is within 5% of the lowest bidder whose principal business is not located in the City per the Local Government Code (§ 271.9051). This section only applies to contracts for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000. In order to award a purchase to the local bidder in such circumstances, the City Commission must determine, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities created by the contract award, including the employment of residents of the City and increased tax revenues to the City, pursuant to Local Government Code §271.905.
11. In the event there are two or more responsible bidders with the identical lowest bids that fully meet the specifications and needs of the City, the bidder who is a resident of the City shall be awarded the bid. If two or more identical bids are residents, the award of the contract will be determined by casting of lots. The casting of lots must be in a manner prescribed by the Mayor of the City and must be conducted in the presence of the governing body of the municipality. All qualified bidders and their legal representatives may elect to be present at the casting of lots. The City will still retain its right to reject all bids per Local Government Code (§271.901).

### Competitive Sealed Proposal Process

The criteria for awarding the contract to a vendor for sealed proposals is not based on price alone. While price is important, vendor qualifications, experience, and support system may be some of the components that will be considered in making a selection. The desired evaluation factors for the particular procurement must be listed in the Request for Proposal (Local Government Code §252.042(a)).

After the analysis of the proposals is completed, a recommendation by City Staff to the City Commission for award to the lowest and most responsive proposer which best meets all the evaluation criteria will be made. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. If there are vendor negotiations, care should be made to avoid disclosing proposal contents of other proposers.

### Purchases Exempt from Competitive Solicitation Process

Pursuant to Local Government Code §252.022, Competitive Solicitation Process is not required for an expenditure for:

- a procurement made because of a public calamity;
- a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- a procurement for personal, professional, or planning services;
- a procurement for work that is performed and paid for by the day;
- a purchase of land or a right-of-way;
- a procurement of items that are available from only one source including:

patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, paper, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;

- a purchase of rare books, papers, and other library materials for a public library;
- paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- a public improvement project, already in progress, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government.
- participation in cooperative purchasing programs which are established to provide local governments access to contracts with vendors for purchase of materials, supplies, services, or equipment. Departments will submit documentation of participation with the electronic ERP Pro 10 requisitions for approval.
- services performed by blind or severely disabled persons.
- purchases for subsequent retail sale
- electricity
- advertising, other than legal notice

## Procuring of Professional and Consulting Services

Professional and consulting services include such services as accounting, architecture, engineering, surveying, medicine, and planning. These contracts will be awarded through a qualifications-based selection process. The awards will be based on the following:

- Demonstrated competence and qualifications.
- Fair and reasonable price.
- Fees not exceeding maximums allowed by law.

The following selection procedure must be used:

1. First select the most highly qualified provider on the basis of demonstrated competence and qualifications.
2. Attempt to negotiate with that provider a contract that is at a fair and reasonable price.

If a satisfactory contract cannot be negotiated with the first-choice provider, then the City shall:

1. Formally end negotiations with that provider
2. Select the next most highly qualified provider

3. Attempt to negotiate a contract with that provider at a fair and reasonable price.

This process shall be followed until a fair and satisfactory contract is negotiated and accepted by both parties.

## Sole Source

A sole source purchase is defined as the procurement of goods or services that are available from only one provider due to unique conditions or characteristics that preclude competition. Such procurements are permissible under the following conditions as outlined in the Texas Local Government Code, Section 252.022:

- Patents, Copyrights, or Secret Processes: The item is protected by a patent, copyright, or a secret process, making it uniquely available from a single provider.
- Natural Monopolies: The item is available from a provider that is the sole source of supply due to the nature of the goods or services.
- Exclusive Distribution Rights: Books, films, manuscripts, or other library materials with exclusive distribution rights.
- Utilities: Services such as electricity, gas, water, or other utility services.
- Captive Replacement Parts or Components: Specific replacement parts or components for equipment that are available only from the original equipment manufacturer or supplier.
- Management Services by Non-Profits: Management services provided by a non-profit organization to a municipal facility, such as a museum, park, or zoo, to which the organization has previously provided significant financial or other benefits.

If a requisitioning department believes that an item or service qualifies as a sole source purchase, a Sole Source Justification Form should be submitted to purchasing with supporting documentation. Documentation can include:

- Verification of the sole source conditions, including any relevant patents, copyrights, or exclusive distribution rights.
- Any supporting documentation from the supplier confirming they are the sole source for the goods or services.

Once approved by the Finance department the requisitioner must attach the documentation and Sole Source Justification Form to the requisition within ERP Pro 10.

**Any purchase that does not follow the competitive solicitation process, including exemptions, must be signed off by the Director of Finance.**

## Change Orders

A Change Order Request Form will be submitted to the Finance Department for changes to purchase orders or contracts for pricing changes due to a change in the scope of work. The Finance Department will review the request and make recommendations to the City Manager and City Commission.

If a change order involves a decrease or an increase of \$50,000, or less, the City Manager is authorized by City Commission to approve the change. The original contract price may not be

increased or decreased by more than \$50,000 without formal City Commission approval and the original contract price may not be increased by more than 25%. The original contract price may not be decreased by more than 25% without consent of the contractor. Local Government Code §252.048.

## Bonds / Insurance

Contractors, consultants, concessionaires, and certain suppliers whose work or employees, may expose the City and the public to risk of any kind, must provide a current insurance certificate to the City that shows their liability insurance meets the City's standard requirements. These requirements should be included in the Solicitation Documents and made a part of the contract or purchase order. Insurance requirements may vary from project to project depending on the type of work or service being provided. When the City makes a public works contract with a prime contractor, the contractor shall be required before beginning the work, to execute to the governmental entity: (1) a performance bond if the contract is in excess of \$100,000; and (2) a payment bond if: the contract is in excess of \$50,000. Both performance and payment bonds must be for 100% of the contract cost.

Vendor agrees to maintain and require its subcontractors to maintain at all times during the agreement/contract term the following coverages at no less than the limits indicated:

<u>Worker's Compensation Insurance</u>	Statutory
<u>Employers Liability</u>	\$100,000
<u>Automobile Liability</u>	
(Including Owned and Non-Owned autos)	\$500,000 each occurrence
Combined Single Limits or Equivalent	
<u>Commercial General Liability</u>	
<u>Combined Single Limits for Bodily Injury and Property Damage:</u>	
Each occurrence for premises/operations:	
<u>Broad form Commercial General Liability coverage</u>	\$1,000,000
<u>Products/Operations aggregate</u>	\$1,000,000
<u>Advertising Injury</u>	\$1,000,000
<u>General Aggregate</u>	\$2,000,000
<u>Umbrella Liability</u>	\$1,000,000 each occurrence
	\$1,000,000 annual aggregate
	\$ 25,000 self-insured
retention	

Vendor's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to the City, must stipulate that no take-out endorsements are included on the

General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to the City, and receipt of written acknowledgement from the City, who shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement/Contract. There shall be no right of subrogation against the City and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of services, Vendor shall furnish certificates evidencing compliance with all requirements herein. **The limits of such insurance shall in no way be construed as limiting Vendor's obligation to completely defend, indemnify and hold harmless the City.**

## Receiving / Inspection / Payment

When materials, equipment or supplies are received, the department that placed the order is responsible for inspecting the shipment and initiating the payment process. All items must be inspected upon receipt. The inspection should include verification of correct quantities and a check for damaged or defective goods.

***When all items or services ordered on a purchase order are received and complete and all contracted services have been rendered,*** the requesting department will attach the invoice to the purchase order and complete the receiving process in ERP Pro 10.

Accounts Payable will review the received purchase order for required information, and payment will be processed. Payables are sent out on Friday of each week. To ensure timely processing, all receipts should be completed no later than Wednesday at noon. This cut-off time allows for any necessary follow-up and ensures that payments are issued on time. The City of Ennis operates on a net 30 payment term. Payments are made as close to the 30-day mark from the invoice date as possible, ensuring compliance with the agreed-upon payment terms and maintaining good supplier relationships.

## Purchasing On Amazon

Purchases can be made through the cities designated Amazon website. When you proceed to check out each order should be coded with the fund, department and object. These are required fields and must be present on each order. In situations where multiple codes need to be used enter the additional code in the additional GL Code field and the amount needing to go to that code in the amount field. All items should be shipped to a city address location and the payment method should be Pay by Invoice. P-Cards should not be used to make payments on Amazon. Personal purchases **MUST NOT** be made on the City's designated Amazon account. Purchases on one's personal Amazon account for the City of Ennis are a violation of this policy.

## Purchasing From House Accounts

Purchases on behalf of the city can also be made through house accounts. House accounts are defined as those accounts that provide a single invoice that covers all the city's purchases on a monthly basis. These purchases do not require the use of the company P-Card and a requisition is not required to be entered into ERP Pro 10. House accounts must be pre-approved by the Finance Department. The current list of approved house accounts are:

- Atwoods
- B&C Auto
- B&C Shop & Tire
- Blackland Building Supply
- Ennis Janitorial
- Main Street Hardware
- O'Reilly Auto Parts
- Sherwin Williams
- United Ag & Turf

## Emergency Expenditures

An emergency purchase is defined in the local government code as (1) a procurement because of public calamity that requires immediate appropriation of money to relieve the necessity of the City's residents or to preserve the property of the City (2) a procurement necessary to preserve or protect the public health or safety of the City's residents (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

Emergency purchases shall be exempted from both the quote and competitive bidding processes. Credit Cards may be used for emergency purchases.

Emergency purchases do not require a requisition or purchase order prior to obtaining the goods or services. The day after the purchase is made the departments will complete the required requisition and purchase order steps of the purchasing process. The requisition must clearly identify the purchase as an emergency and be accompanied by the Emergency Purchase Form.

The City Manager must give consent if the purchase exceeds \$50,000 prior to the purchase being made. The purchase will also be placed on a City Commission Agenda by the department within 30 days for ratification.

## Interlocal Agreements

The Interlocal Cooperation Act, Gov. Code §791.001 et seq., gives cities flexibility to contract with other governmental entities, including state agencies, districts, counties and municipalities. The City may contract with another local government to perform governmental functions and services such as:

Police protection and detention services; Fire protection; Streets, roads and drainage; Public health and welfare; Library and museum services; Records center services; Waste disposal; Planning; Engineering; Administrative functions; Public funds investment; Other governmental functions in which the contracting parties are mutually interested" (Gov. Code §791.003)

All interlocal agreements must be pre-approved by the Finance Director to ensure policy and regulatory compliance.

## Purchasing from Cooperatives

In accordance with Texas Local Government Code §271.102, the City of Ennis may participate in cooperative purchasing programs with other local governments or cooperative organizations.

Purchases made through these programs are exempt from competitive procurement requirements. All cooperative purchases must be reviewed and pre-approved by the Finance Department to maintain proper documentation and adherence to city policies and state regulations.

## Surplus

Surplus property is defined as any City-owned property that is worn out, outdated or no longer needed for current operations yet still has a potential resale value. Surplus goods include, but are not limited to, equipment parts, tools, vehicles, computers, software, supplies, and furniture.

Department Heads and the City Manager shall jointly determine when City-owned property has no resale value. Resale value shall take into consideration the cost of preparing the item for sale. Items without potential resale value may be disposed of in any manner approved by the responsible Department Head and the City Manager.

Department Heads will submit in writing lists of property that they recommend to be designated as surplus. Only the City Manager has the authority to declare City-owned goods surplus. A staff member of the Finance Department will review all surplus property lists for items that may be on the asset rosters and update such rosters accordingly.

Surplus goods will be disposed of in a manner that will yield the greatest possible benefit to the City. Whenever possible, items will be batched together and sold at public auction. Individual items that are not easily stored for future auction may be disposed individually by making a good faith attempt to obtain the highest price for the item(s). Proceeds from such sales will be accounted for in accordance with Generally Accepted Accounting Principles.

1. In order to maintain the highest appearance of ethical propriety at all times, surplus goods may not be given to City employees or City officials except under exceptional circumstances. Exceptional circumstances for surplus property may be approved with a written recommendation from the Department Head and subsequent approval from the City Manager and the City Commission.
2. Property deemed surplus in accordance with the foregoing standards may be donated to another governmental entity or not-for-profit organization with the approval of the City Manager and the City Commission.

City employees, with the exception of Department Heads, City Officials, and The City Manager may participate, on their own time, in public auctions for the purchase of surplus City goods.

## Federal Grants

### Suspension and Debarment

All parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities are restricted from awards, subawards and contracts.

### General Procurement Standards

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards will be subject to disciplinary actions up to termination.

### Review and Revision

These policies shall be periodically reviewed and updated as necessary to address changes in laws, regulations, and best practices.



## Purchasing Card Policy and Procedure

### **Purpose**

To establish policies and procedures for procuring goods and/or services using a City of Ennis Purchasing Card. The Purchasing Card program is designed to streamline the purchasing and accounts payable process by reducing paperwork generated by one-time, small dollar transactions, providing immediate access to goods and/or services, and facilitating quick payment to vendors. All Purchasing Card (P-Card) purchases must be made in compliance with all City ordinance requirements for public procurement as well as the City of Ennis Purchasing Policy.

### **Scope**

The City of Ennis's Purchasing Card (P-Card) is an internationally accepted Mastercard credit card issued to authorized City of Ennis employees to be used only for business purposes. No personal items or services are to be purchased with the City credit card under any circumstances, nor shall the card be used to circumvent the Purchasing Policy. The City credit card is not to be used for obtaining cash nor is the employee to accept cash in lieu of a credit to their account. Any violation of this policy may result in the employee's loss of credit card privileges, and /or other disciplinary action.

### **Responsibilities**

An employee's request for a City P-Card must be made in writing by the employees' supervisor or Department Head to the Finance Director. At the time of approval, the Department Head and the Finance Director will determine the appropriate credit level for the employees' card based on projected needs and usages. Every City P-Card holder must sign the Employee Cardholder Agreement.

If the credit card is lost or stolen, the employee shall contact the credit card company immediately and then notify the Accounts Payable Administrator in the Finance Department as soon as possible.

The City of Ennis is tax-exempt. Employees should make their credit card purchases with a vendor whom the City has an account to avoid having sales tax charges. If the City does not have an account with the vendor, the employee should provide the vendor with a completed tax-exemption form obtainable from the Finance Department prior to the purchase. If sales tax is charged, employees should contact the vendor to request a credit. Exceptions must be approved by the Finance Department.

Each month the cardholder shall reconcile the transactions made on their P-Card and assign the correct account to be charged to each transaction. The employee shall enter a requisition for all credit card purchases in ERP Pro 10 to account for these expenses. The bidding and quotation requirements of city policy and state law apply when using the P-Card. All receipts, required quotes, and documentation must be uploaded to ERP Pro 10. All transactions must be supported by itemized receipts or credit slips as well as a written narrative of the purpose of the purchase. An itemized receipt is one that provides the business or company name that the purchase was made at, the date, and a detailed list of what was purchased.

Cardholders are required to assign account information and obtain supervisor approval via requisition no later than 5 business days after receipt of the statement. Finance staff will notify cardholders and supervisors of these deadlines and outstanding approval issues. **Amazon purchases should not be made on the City P-Card.**

It is the Department Head's responsibility to notify the Finance Department as soon as possible if the employee has been terminated, retired or moved to a new position in which they will no longer need to make City purchases. It is also the Department Head's responsibility to ensure that the credit card is retrieved from the employee and turned into the Finance Department upon the employee's change of position or separation from employment with the City of Ennis. The City will work to minimize the number of employees with P-Cards, issuing them only when justified by business needs, to ensure proper oversight and accountability.

### **Allowable Travel Expenses**

City of Ennis Employees may charge travel expenses directly to their P-Card. These expenses include:

- Airfare (Coach Fare Only) and baggage fees
- Conferences/Workshop Registration
- Hotel/ Lodging
- Ground Transportation
  - Rental Car (economy class rental car when economical)
  - personal vehicle (with mileage reimbursement)
  - rideshare services (Lyft, Uber or Taxi)
  - public transportation (subway, train or shuttle)
- Vehicle Parking Fees
- Meals on overnight City of Ennis travel not to exceed GSA standard per-diem rates. (<https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>)

### **Non-Allowable Travel Expenses**

The following expenses are considered personal or excessive and if incurred on the City of Ennis P-Card should be re-imbursed to the city:

- Airline additional fees include first class airfare, pre-boarding, early boarding, seat selection fees, upgraded seat fees, and in-flight headsets
- Upgraded room fees
- Meals purchased during a standard work shift on non-overnight travel
- Limousines, private car services, and other luxury transportation
- Alcoholic beverages
- Hotel in room movies
- Parking fines, late fees or penalties
- Any Personal Charges
- Cash Advances
- Gratuities for meals, taxis or rideshares
- Weapons, firearms, ammunition

### **Corrective Actions**

In addition to any other appropriate discipline, the City of Ennis P-Card Corrective Actions Procedures are as follows:

#### **First Violation:**

Written notification to cardholder and approver.

#### **Second Violation:**

Written notification to cardholder and approver. Suspension of City Issued P-Card until cardholder completes scheduled retraining on policies and procedures before card will be reinstated.

#### **Third and Final Violation:**

Cancellation of the cardholder's privileges.

These actions are designed to ensure compliance with the City's policies and procedures. However, if an offense is deemed egregious, the City reserves the right to bypass these steps and take immediate corrective action, which may include suspension or permanent revocation of P-Card privileges. Additionally, any intentional misuse, fraud, abuse or egregious use of the P-Card may result in disciplinary action up to and including termination of employment, criminal prosecution, and reporting to the employee's personal credit report.



## Employee Cardholder Agreement

### **Participating Employee Acknowledgment of Responsibilities**

By participating in the City of Ennis Procurement Card Program as a Cardholder, you assume responsibilities pertaining to the operation and administration of the Procurement Card Program.

These responsibilities include but are not limited to the following:

The City of Ennis Procurement Card is to be used for business expenditures only. The Procurement Card may only be used under the parameters and procedures established in the Procurement Card Policy. I agree that I have read and understand the Policy. The City of Ennis Procurement Card may not be used for personal purposes.

While the corrective actions outlined in the Purchasing Card Policy and Procedures provide a structured approach to policy violations, the City of Ennis reserves the right to bypass these steps in cases where an offense is deemed egregious, fraudulent, or intentionally deceptive. Intentional misuse, fraud, or abuse of the P-Card may result in immediate suspension or revocation of P-Card privileges and could lead to disciplinary action, up to and including termination of employment, criminal prosecution, and reporting to the employee's personal credit report.

The Procurement Card will be issued in the name of the employee. By accepting the Card, the employee assumes responsibility for the Card and will be responsible for all charges made with the Card. The Card is not transferable and may not be used by anyone other than the Cardholder.

The City of Ennis Procurement Card must be maintained with the highest level of security. If the Card is lost or stolen, or if the Cardholder suspects the Card or Account Number to have been

compromised, the Cardholder agrees to immediately notify JP Morgan Chase at the number on the back of the card and the City of Ennis Procurement Card Administrator.

All charges will be billed and paid directly by City of Ennis. On a monthly basis, the Cardholder will receive a statement listing all activity associated with the Card. This activity will include purchases and credits made during the reporting period. While the Cardholder will not be responsible for making payments, the Cardholder will be responsible for the verification and reconciliation of all Account activity.

Cardholder Accounts may be subject to periodic internal control reviews and audits designed to protect the interests of the City of Ennis. By accepting the Card, the Cardholder agrees to comply with these reviews and audits. The Cardholder may be asked to produce the Card to validate its existence and produce statements and receipts to verify appropriate use.

Parameters and procedures related to the Procurement Card Program may be updated or changed at any time. The City of Ennis will promptly notify all Cardholders of these changes. The Cardholder agrees to and will be responsible for the execution of any program changes.

The Cardholder agrees to surrender and cease use of their Card upon termination of employment whether for retirement, voluntary separation, resignation or dismissal. The Cardholder may also be asked to surrender the Card at any time deemed necessary by management.

.

By signing below, I acknowledge that I have read and agree to the terms and conditions of this document. I certify that as a participating Cardholder of the City of Ennis Procurement Card Program, I understand and assume the responsibilities listed above.

Employee Signature

Title

\_\_\_\_\_  
\_\_\_\_\_

Name (Print)

Date

\_\_\_\_\_  
\_\_\_\_\_



## City of Ennis Travel Policy

### **Purpose**

The purpose of this travel policy is to establish guidelines for the reimbursement, advance and accountability of travel expenses incurred by employees, elected officials, and representatives of the City of Ennis in the conduct of official city business.

### **Scope**

This policy applies to all employees, elected officials, and representatives of the City of Ennis who are required to travel for official city business.

### **General Policy**

1. Travel Arrangements: Travel arrangements, including transportation, lodging, and registration for conferences or meetings, should be made in the most economical and practical manner.
2. Transportation:
  - a) Air Travel: Employees should book the lowest available fare that reasonably meets business needs.
  - b) Ground Transportation: The use of personal vehicles, rental cars, taxis, rideshare services, or public transportation should be chosen based on cost-effectiveness and convenience.
  - c) City vehicles will be utilized whenever possible.
  - d) Mileage Reimbursement: When personal vehicles are used, mileage will be reimbursed at the current GSA standard mileage rate with preapproval.
3. Lodging: Employees should choose reasonably priced accommodation that is convenient to the business location. If the event is being hosted at a specific hotel, it is acceptable for employees to stay at that hotel. Lodging should be booked at reasonably priced hotels that offer government rates when available.
4. Meals:
  - a) Meals will be advanced based on the flat rate established by the U.S. General Services Administration which can be found at

<https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>.

Receipts must be provided for all meal purchases reimbursed or charged on a City issued credit card.

- b) No meal receipts are required for meal per diems advanced before the travel
  - c) Meals on overnight City of Ennis travel should not exceed the GSA standard per-diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>).
5. Incidental Expenses: Incidental expenses such as parking and tolls will be reimbursed when reasonable and necessary. Receipts must be provided for all incidental expenses.

#### **Meal Advances:**

Advances may be provided upon request to cover anticipated meal expenses. Advances must be approved by the department head.

1. Eligibility: Employees may request a meal advance for anticipated meal expenses related to official travel.
2. Request Process: To request a meal advance, employees must complete the Meal Advance Request Form and a Warrant Request. Both forms must be first submitted to Department Directors and then to the Finance Department for approval at least one week before the travel date.
3. Advance Amount: The amount of the travel advance will be based on the per diem flat rate established by the U.S. General Services Administration.

#### **Reimbursement Process:**

1. Requests for reimbursement must be submitted within ten business days after the completion of travel using a Warrant Request.
2. Original receipts must be provided for all expenses, including transportation, lodging, and incidentals. Meals will be reimbursed for actual expenses incurred, not to exceed the allowable amounts referenced by the U.S. General Services Administration per diem flat rate.
3. Reimbursements will be processed through the city's Finance department and will be subject to review and approval.

#### **Non-Reimbursable Expenses:**

1. Airline additional fees include first class airfare, pre-boarding and in-flight headsets
2. Meals purchased during a standard work shift on non-overnight travel
3. Alcoholic beverages
4. Hotel in room movies
5. Parking fines, late fees or penalties
6. Any Personal Charges
7. Costs incurred for travel companions not on official City business.

#### **Travel Expenses on Purchasing Card:**

Travel expenses can be made using a city issued purchasing card. When using a purchasing card to travel all processes and procedures under the Purchasing Card Policy apply. A

requisition for all purchases must be entered into ERP Pro 10 and be accompanied by an itemized receipt.

**Compliance and Accountability:**

All travelers are expected to adhere to this policy and exercise good judgment in the use of public funds. Violations of this policy may result in denial of reimbursement and disciplinary action.

**Exceptions:**

Any exceptions to this policy must be approved in writing by the City Manager.



## Conflict of Interest Policy

### **Purpose**

The purpose of this Conflict of Interest Purchasing Policy is to establish guidelines and procedures to ensure that the City's procurement processes are conducted with transparency, fairness, and free from conflicts of interest. This policy aims to safeguard the integrity of the City's purchasing activities and maintain public trust in the procurement process.

### **Scope**

This policy applies to all municipal employees, elected officials, and individuals involved in the procurement process, including vendors and contractors. It covers all purchasing activities, including the acquisition of goods, services, and construction.

### **Definitions**

**Conflict of Interest:** A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has an actual or perceived financial or other interest in or a tangible personal benefit from a vendor considered for a contract as further defined in the Conflict of Interest Policy and the City Charter. In addition, for elected officials, a conflict would arise under Chapter 171 of the Texas Local Government Code and other provisions of state law.

**Official:** Any elected official, employee, or individual participating in the procurement process on behalf of the City.

### **Disclosure of Conflicts of Interest**

All officials involved in procurement processes must disclose any personal, financial, or familial interests that may create a conflict of interest. Disclosures should be made in writing to the City's Finance Director prior to participating in any procurement decision.

### **Evaluation and Management of Conflicts**

The Finance Director will work with the City Manager to determine actions to take to remedy the conflict of interest. The official involved may be recused from the procurement process. The

City may also seek legal advice to ensure proper resolution of conflicts and adherence to applicable laws.

### **Prohibited Actions**

No official shall participate in the procurement process where a conflict of interest exists. Officials are prohibited from accepting gifts, favors, or benefits from vendors or contractors that could influence procurement decisions.

### **Vendor Relations**

Vendors and contractors are required to disclose any conflicts of interest that may arise during the procurement process. Failure to disclose conflicts may result in disqualification from the procurement process and may impact future business opportunities with the City.

### **Penalties for Violations**

Violations of this policy may result in disciplinary action, including but not limited to reprimand, suspension, or termination of employment. Individuals found in violation may also be subject to legal action or fines as allowed by applicable laws.

### **Training and Awareness**

The City shall provide training on conflict-of-interest policies to all officials involved in the procurement process. Regular updates and reminders on conflict-of-interest policies will be provided to ensure ongoing awareness.

All employees, officers, and representatives of the City of Ennis are required to review, disclose, and acknowledge their understanding of this Conflict of Interest Policy on an annual basis. Each individual must complete and sign the Annual Disclosure and Acknowledgment Statement, affirming their compliance and disclosing any actual, potential, or perceived conflicts of interest.

Failure to complete the required annual disclosure may result in disciplinary action, up to and including suspension, termination, or other corrective measures as deemed necessary by the City. It is the responsibility of each individual to update their disclosure should a conflict of interest arise at any time during their tenure.



## City of Ennis Procurement Ethics Policy

### **Purpose**

The purpose of this policy is to establish clear ethical standards and guidelines for the procurement of goods, services, and construction by or for the City of Ennis. This policy aims to promote fairness, transparency, and integrity in all procurement activities.

### **Scope**

This policy applies to all city officials, employees, contractors, consultants, and vendors involved in the procurement process on behalf of the City of Ennis.

### **General Principles**

- a. Integrity and Transparency: All procurement processes shall be conducted in a manner that ensures fairness, accountability, and transparency.
- b. Conflict of Interest: Individuals involved in procurement must avoid any situation that may result in a direct or indirect pecuniary interest, which could be perceived as a conflict of interest. They must disclose any potential or actual conflicts to their supervisor and the Finance Director. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a vendor considered for a contract as further defined in the Conflict of Interest Policy and the City Charter.
- c. Confidentiality: Confidential information related to procurement activities must be safeguarded and not used for personal gain.
- d. Compliance with Laws: All procurement activities shall comply with federal, state, and local laws, regulations, and the city's procurement rules.

### **Guidelines for Conduct**

a. Avoidance of Improper Influence: No gifts, hospitality, or other benefits shall be accepted from potential or current vendors that could influence, or appear to influence, procurement decisions.

b. Fair Competition: Open and fair competition is the standard for procurement. Specifications shall be written in a way to encourage competition, and no potential vendor shall be unjustly excluded from bidding.

c. Responsibility to Report: City officials and employees must report any irregularities in procurement to the appropriate authority.

d. No Retaliation: The city prohibits retaliation against individuals who, in good faith, report misconduct or unethical behavior.

### **Responsibilities**

a. Training and Compliance: Regular training on this policy shall be provided to all relevant employees. Compliance with this policy will be monitored and violations will be dealt with promptly.

### **Enforcement**

Violations of the procurement ethics policy may result in disciplinary action, up to and including termination of employment, termination of contracts, and legal action, depending on the severity of the breach.

### **Review and Update**

This policy shall be reviewed annually and updated as necessary to reflect changes in laws or in the procurement needs of the City of Ennis.

## Sole Source Justification Form



### City of Ennis

\_\_\_\_\_ is a sole source for the following items, products or services:

---

---

---

---

#### Competition for this purchase is precluded due to:

\_\_\_ A patent, copyright, secret process or natural monopoly

\_\_\_ Films, manuscripts or books and library material with exclusive distribution rights

\_\_\_ Electricity, gas, water or other utility services

\_\_\_ Captive replacement parts or components for equipment

\_\_\_ Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

**Department Director Signature:** \_\_\_\_\_

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

## Change Order Request Form



### City of Ennis

**Name of Vendor** \_\_\_\_\_

**Purchase Order Number** \_\_\_\_\_

**Original Approved Contract Amount** \_\_\_\_\_

**Requested Change in Contract Amount** \_\_\_\_\_

**Total Contract Amount Requested** \_\_\_\_\_

**Department Director Signature**  
\_\_\_\_\_

**Date**  
\_\_\_\_\_



## CERTIFICATION OF EMERGENCY PURCHASE FORM

Section 252.022 of the Texas statutes provides exemptions to the bidding laws for emergencies as follows, please select the nature of the emergency from one of the options below:

**(A)(1).** A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.

**(A)(2).** A procurement necessary to preserve or protect the public health or safety of the municipality's residents.

**(A)(3).** A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Description/Justification of Emergency:

---



---



---



---

Emergency Dollar Amount: \$ \_\_\_\_\_

Supplier: \_\_\_\_\_ REQ#: \_\_\_\_\_  
PO#: \_\_\_\_\_

Name/Title of official responsible for initiating emergency action: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Director: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Purchasing Manager/Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of City Manager or Designee: \_\_\_\_\_ Date: \_\_\_\_\_



## City of Ennis Travel Reimbursement Form

### Employee Information

- Name: \_\_\_\_\_
- Department: \_\_\_\_\_
- Contact Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_

### Travel Details

- Purpose \_\_\_\_\_ of \_\_\_\_\_ Travel: \_\_\_\_\_
- Destination: \_\_\_\_\_
- Departure Date: \_\_\_\_\_
- Return Date: \_\_\_\_\_

### Expenses Summary

Expense Type	Actual Cost	Receipt Attached (Y/N)
Transportation	\$ _____	[ ]
Lodging	\$ _____	[ ]
Meals (Per Diem Rate)	\$ _____	[ ]
Incidental Expenses	\$ _____	[ ]
Other (Specify)	\$ _____	[ ]
<b>Total</b>	\$ _____	

### Transportation Details

- **Mode of Transportation:**
  - Air
  - Personal Vehicle
  - Rental Car
  - Public Transportation

- Other (Specify): \_\_\_\_\_
  - **Mileage (if using personal vehicle):**
    - Total Miles: \_\_\_\_\_ miles
    - Reimbursement Rate: \$ \_\_\_\_\_ /mile
    - Total Mileage Cost: \$ \_\_\_\_\_
- 

**Lodging Details**

- Hotel Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Reservation Confirmation Number: \_\_\_\_\_
- 

**Meals**

- Total Meals Cost: \$ \_\_\_\_\_
- 

**Incidental Expenses**

- Description: \_\_\_\_\_
  - Total Cost: \$ \_\_\_\_\_
- 

**Other Expenses**

- Description: \_\_\_\_\_
  - Total Cost: \$ \_\_\_\_\_
- 

**Total Reimbursement Requested**                      \$ \_\_\_\_\_

---

**Certification**

I certify that the above expenses were incurred for official City of Ennis business and are in compliance with the City of Ennis Travel Policy. I have attached all required receipts and documentation.

- **Employee Signature:** \_\_\_\_\_
  - **Date:** \_\_\_\_\_
- 

**Approval**

- **Supervisor/Department Head:**
  - **Name:** \_\_\_\_\_
  - **Signature:** \_\_\_\_\_
  - **Date:** \_\_\_\_\_



## City of Ennis Meal Advance Request Form

---

### Employee Information

- Name: \_\_\_\_\_
- Department: \_\_\_\_\_
- Contact Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_

---

### Travel Details

- Purpose \_\_\_\_\_ of \_\_\_\_\_ Travel: \_\_\_\_\_
- Destination: \_\_\_\_\_
- Departure Date: \_\_\_\_\_
- Return Date: \_\_\_\_\_

---

### Estimated Meal Expenses

- Per Diem Rate (GSA): \$ \_\_\_\_\_ /day
- Total Days: \_\_\_\_\_ days
- Total Meals Cost: \$ \_\_\_\_\_

---

### Advance Amount Requested

- Total Advance Requested: \$ \_\_\_\_\_

---

### Employee Certification

I certify that the requested advance will be used for official City of Ennis business travel expenses. I understand that I must submit a Travel Expense Report and all required documentation within 30 days of my return.

- Employee Signature: \_\_\_\_\_
- Date: \_\_\_\_\_

---

### Approval

- Department Head:
  - Name: \_\_\_\_\_
  - Signature: \_\_\_\_\_

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Conduct a public hearing and discuss and consider an Ordinance approving annexation of an approximately 4.557 acre tract of land situated in the David Rose Survey, Abstract No. 905, Ellis County, Texas, further identified as Ellis CAD ID 189945, being located at the address commonly known as 4908 Ensign Road, including any and all adjacent right-of-way, and extending the boundary limits of the City so as to include the described property.

**Meeting:** ENNIS CITY COMMISSION - 06 May 2025

**Department:** City Commission

**Staff Contact:** Jorge Barake, Planner

### BACKGROUND INFORMATION:

On October 11, 2024, the Planning and Development staff received an annexation request from the property owners, Francisco Sandoval and Oscar del Castillo.

On March 4, 2025, the City Commission passed Resolution No. 25-0304-G1, which granted the petition requesting to be annexed into the City and scheduled a Public Hearing for May 6, 2025.

### FINANCIAL IMPACT:

None

### POLICY IMPLICATIONS:

None

### RECOMMENDATION:

Staff recommends approval.

### ALTERNATIVES:

N/A

### ATTACHMENTS:

[ZAXA-24-10 PPT Slides](#)

[ORDINANCE NO.-Conduct a Public Hearing to discuss and consider a request for annexation for the property located at 4908 Ensign Road, Ellis County PID - Pdf](#)



## City Commission – Regular Session



### Public Hearings - F

**F\_\_** - Conduct a public hearing, discuss, and consider approval of an Ordinance annexing the hereinafter described territory known as being Ellis CAD ID 189945, located at 4908 Ensign Rd; and being an approximate 4.535 acre tract of land situated in the David Rose Survey, Abstract No. 905, Ellis County, Texas; and extending the boundary limits of the City so as to include the described property.

Case No. ZAXA-24-10



### Voluntary Annexation – 4908 Ensign Rd





## City Commission – Regular Session



### Public Hearings - F

**F\_\_** - Conduct a public hearing, discuss, and consider approval of an Ordinance annexing the hereinafter described territory known as being Ellis CAD ID 189945, located at 4908 Ensign Rd; and being an approximate 4.535 acre tract of land situated in the David Rose Survey, Abstract No. 905, Ellis County, Texas; and extending the boundary limits of the City so as to include the described property.

**Open the Public Hearing**

**Public Comment**

**Close the Public Hearing**

**Motion, Second, Discussion & Vote**



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATELY 4.557 ACRES OUT OF THE DAVID ROSE SURVEY, ABSTRACT NO. 905, ELLIS COUNTY, TEXAS, LOCATED AT THE ADDRESS COMMONLY KNOWN AS 4908 ENSIGN ROAD; FURTHER IDENTIFIED AS ELLIS COUNTY APPRAISAL DISTRICT PROPERTY ID 189945, AND AS DESCRIBED AND SHOWN IN MORE DETAIL IN THE ATTACHED EXHIBITS “A” AND “B”, AND INCLUDING ANY AND ALL ADJACENT RIGHT-OF-WAY, INTO THE CORPORATE LIMITS OF THE CITY OF ENNIS, ELLIS COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; ACKNOWLEDGING THE WRITTEN SERVICES AGREEMENT; APPROVING THE ANNEXATION AND AS A RESULT EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY, INCLUDING ANY AND ALL ADJACENT RIGHT-OF-WAY, WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY, INCLUDING ANY AND ALL ADJACENT RIGHT-OF-WAY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; AMENDING THE OFFICIAL CITY MAP TO EXTEND THE BOUNDARIES OF SAID CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE; PROVIDING SEVERABILITY, CUMULATIVE REPEALER AND SAVINGS CLAUSES; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Ennis, Texas (the “City”) is a home rule municipality located in Ellis County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Ennis City Charter; and

**WHEREAS**, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City; and

**WHEREAS**, on or about May 30, 2017, Don A. Jones, owner (the “Original Owner”) of an approximate 4.557 acre tract of land, further described and depicted in Exhibits “A” and “B”, attached hereto and incorporated as if fully set forth herein (the “Property”), entered into a Chapter 212 Development Agreement (the “Agreement”) with the City, filed in the Ellis County Property Records as Instrument No. 1723849 on August 22, 2017; and

**WHEREAS**, the Agreement is binding upon the City, the Original Owner and their respective successors and assigns; and

**WHEREAS**, on May 23, 2024, the Original Owner conveyed the Property to Francisco J. Sandoval and Jose Oscar Del Castillo-Castro (the “Current Owner”) by Special Warranty Deed, filed in the Ellis County Deed Records as Instrument No. 2416497 on May 28, 2024; and

**WHEREAS**, the City received a voluntary annexation petition (the “Petition”) from the Current Owner of the Property requesting to be annexed into the corporate limits of the City; and

**WHEREAS**, on March 4, 2025, the City Commission of the City (“City Commission”) passed Resolution No. 25-0304-G1, which granted the petition requesting to be annexed into the City; and

**WHEREAS**, pursuant to Section 43.0673 of the Texas Local Government Code, the notice of the public hearing was published in The Ennis News, a newspaper of general circulation within the City, on April 20, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

**WHEREAS**, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

**WHEREAS**, the City Commission has investigated into, has determined, and officially finds all of the Property described herein is contiguous to the City’s corporate limits and that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

**WHEREAS**, the Current Owner and the City have entered into a written agreement, shown in Exhibit “C”, attached hereto and incorporated as if fully set forth herein, prior to the effective date of annexation of the Property regarding services to be provided for the Property; and

**WHEREAS**, the City Commission finds and determines that annexation of the Property as requested by the Current Owner is in the best interests of the citizens of the City and the owners and residents of the area.

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

**SECTION 1. Findings.** It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

**SECTION 2. Written Services Agreement.** A Written Services Agreement has been negotiated and executed in accordance with Section 43.0672 of the Texas Local Government Code, and as shown in Exhibit “C”, and the same shall govern the delivery of municipal services to the annexed Property.

**SECTION 3. Annexation.** The Property, including any and all adjacent right-of-way, is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property, including any and all adjacent right-of-way, within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

**SECTION 4. Official Map.** The official map and boundaries of the City, previously adopted, are amended to include the Property, including any and all adjacent right-of-way, as part of the City. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including correcting the official map of the City to add the annexed Property, including any and all adjacent right-of-way, as required by applicable law.

**SECTION 5. Filing Instructions.** The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Ellis County, Texas, and with other appropriate officials and agencies as required by state and federal law.

**SECTION 6. Severability Clause.** It is hereby declared by the City Commission that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance. The City Commission hereby declares that if there is an error in any call or description in Exhibit “A” preventing any portion of the Property, including any and all adjacent right-of-way, from being annexed, the City Commission would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

**SECTION 7. Cumulative Repealer/Savings Clause.** This Ordinance shall be cumulative of all provisions of ordinances of the City except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8. Public Meeting.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

**SECTION 9. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Commission.

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS,**  
this 6th day of May, 2025.

F.1.

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary

F.1.

**EXHIBIT “A”  
LEGAL DESCRIPTION**

**EXHIBIT "A"**  
**Property Description and Depiction**

LEGAL DESCRIPTION:

BEING all of that parcel of land located in the City of Ennis, ETJ, Ellis County, Texas, being a part of the David Rose Survey, Abstract No. 905, being all of that called 4.563 acre tract of land described in deed to Francisco J. Sandoval and Jose Oscar Del Castillo-Castro recorded in County Clerk's Instrument Number 2416497, Real Property Records Ellis County, Texas and being further described as follows:

BEGINNING at a "Mag" nail set for the northwest corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.02 acre tract of land described in deed to Shelia L Motley recorded in Volume 2563, Page 608, Deed Records Ellis County, Texas and said point being in the approximate centerline of Ensign Road (a variable width right-of-way);

THENCE South 77 degrees 13 minutes 21 seconds East, at 36.74 feet passing a one-half Inch Iron rod found for witness, in all a total distance of 596.35 feet to a one-half inch iron rod with cap stamped "3B" set for the northeast corner of said 4.563 acre tract of land, said point being at the southeast corner of said 2.02 acre tract of land and said point being in the west line of that called 2.818 acre tract of land described in deed to Mark Malcom recorded in County Clerk's Instrument Number 2244081, Real Property Records Ellis County, Texas;

THENCE South 36 degrees 52 minutes 44 seconds West, 423.69 feet to a wood post found for the southeast corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.00 acre tract of land described in deed to Laurel A Parson recorded in County Clerk's Instrument Number 2237373, Real Property Records Ellis County, Texas and said point being at the northeast corner of that called 2.442 acre tract of land described in deed to Jose Freddy Rosas-Costilla and spouse, Hannah Maria Rosas recorded in County Clerk's Instrument 2004851, Real Property Records Ellis County, Texas;

THENCE North 77 degrees 26 minutes 43 seconds West, at 388.47 feet passing a one-half Inch iron rod with cap stamped "3B" set for witness, in all a total distance of 423.47 feet to a "Mag" nail set for the southwest corner of said 4.563 acre tract of land, said point being at the northwest corner of said 2.442 acre tract of land and said point being in the approximate centerline of Ensign Road;

THENCE North 12 degrees 47 minutes 49 seconds East, 388.40 feet along the west line of said 4.563 acre tract of land and along the approximate centerline of Ensign Road to the POINT OF BEGINNING and containing 197,560 square feet or 4.535 acres of land;

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network-Texas State Plane Coordinate System, North Central Zone (4202), NAD83.

F.1.

**EXHIBIT “B”  
PROPERTY DEPICTION**



F.1.

**EXHIBIT “C”  
WRITTEN SERVICES AGREEMENT**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
                                     §  
COUNTY OF ELLIS       §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE  
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Ennis, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

**WHEREAS**, the Owner owns a parcel of real property (the "Property") in Ellis County, Texas, generally located at 4908 Ensign Road; and being an approximate 4.557 acre tract of land situated in the David Rose Survey, Abstract No. 905, Ellis County, Texas and more particularly described and depicted in Exhibit A attached hereto; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit B attached hereto; and

**WHEREAS**, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Ellis County.

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

**Section 1.** The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit B to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

**Section 2.** The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

**Section 3.** The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

**Section 4.** The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

**Section 5.** The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at [https://library.municode.com/tx/ennis/codes/code\\_of\\_ordinances](https://library.municode.com/tx/ennis/codes/code_of_ordinances) and shall apply to all such regulations in development of the Property.

**Section 6.** This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Commission and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Commission determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Commission may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

**Section 7.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:

City of Ennis  
Attn: City Manager  
107 N. Sherman Street  
Ennis, Texas 75119

With Copy to:

Messer Fort PLLC  
Attn: Patricia Adams  
6371 Preston Road, Suite 200  
Frisco, Texas 75034

To Owner:

Francisco J. Sandoval and  
Jose Oscar Del Castillo-Castro  
4908 Ensign Road  
Ennis, Texas 75119-1385

**Section 8.** A certified copy of this Agreement shall be recorded in the real property records of Ellis County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

**Section 9.** If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

**Section 10.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

**Section 11.** Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 12.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Ellis County, Texas.

**Section 13.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 14.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

**Section 15.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

**Section 16.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

**Section 17.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this 28<sup>th</sup>-day of April, 2025.

SIGNATURES ON FOLLOWING PAGE(S)

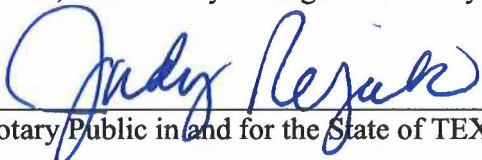
**CITY OF ENNIS**

By:   
Dustin Munn, Interim City Manager

Date: 4/28/25

THE STATE OF TEXAS       §  
   §  
COUNTY OF ELLIS       §

This instrument was acknowledged before me on 4-28, 2025, by **Dustin Munn**, Interim City Manager of the City of Ennis, Texas on behalf of said City.

  
Notary Public in and for the State of TEXAS



**OWNER: FRANCISCO J. SANDOVAL**

By: FRANCISCO J SANDOVAL


Name: 

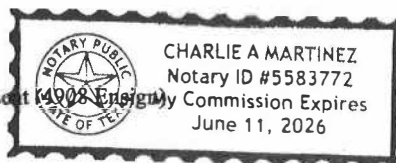
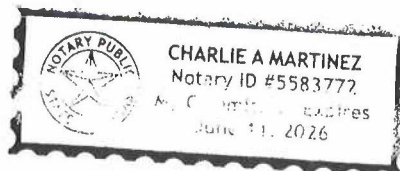
Title: owner

Date: 04/25/25

THE STATE OF TEXAS       §  
   §  
COUNTY OF Ellis       §

This instrument was acknowledged before me on April 25, 2025, by **Francisco J. Sandoval**, owner of said Property.

  
Notary Public in and for the State of TEXAS



**OWNER: JOSE OSCAR DEL CASTILLO-CASTRO**

By: Oscar del Castillo

Name: del

Title: Owner

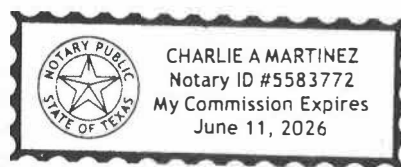
Date: 4-25-25

THE STATE OF TEXAS §

COUNTY OF Ellis §

This instrument was acknowledged before me on April 25, 2025, by **Jose Oscar Del Castillo-Castro**, owner of said Property.

Charlie A. Martinez  
Notary Public in and for the State of TEXAS



**EXHIBIT "A"**  
**Property Description and Depiction**

LEGAL DESCRIPTION:

BEING all of that parcel of land located in the City of Ennis, ETJ, Ellis County, Texas, being a part of the David Rose Survey, Abstract No. 905, being all of that called 4.563 acre tract of land described in deed to Francisco J. Sandoval and Jose Oscar Del Castillo-Castro recorded in County Clerk's Instrument Number 2416497, Real Property Records Ellis County, Texas and being further described as follows:

BEGINNING at a "Mag" nail set for the northwest corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.02 acre tract of land described in deed to Shelia L Motley recorded in Volume 2563, Page 608, Deed Records Ellis County, Texas and said point being in the approximate centerline of Ensign Road (a variable width right-of-way);

THENCE South 77 degrees 13 minutes 21 seconds East, at 36.74 feet passing a one-half inch Iron rod found for witness, in all a total distance of 596.35 feet to a one-half inch iron rod with cap stamped "3B" set for the northeast corner of said 4.563 acre tract of land, said point being at the southeast corner of said 2.02 acre tract of land and said point being in the west line of that called 2.818 acre tract of land described in deed to Mark Malcom recorded in County Clerk's Instrument Number 2244081, Real Property Records Ellis County, Texas;

THENCE South 36 degrees 52 minutes 44 seconds West, 423.69 feet to a wood post found for the southeast corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.00 acre tract of land described in deed to Laurel A Parson recorded in County Clerk's Instrument Number 2237373, Real Property Records Ellis County, Texas and said point being at the northeast corner of that called 2.442 acre tract of land described in deed to Jose Freddy Rosas-Costilla and spouse, Hannah Maria Rosas recorded in County Clerk's Instrument 2004851, Real Property Records Ellis County, Texas;

THENCE North 77 degrees 26 minutes 43 seconds West, at 388.47 feet passing a one-half inch iron rod with cap stamped "3B" set for witness, in all a total distance of 423.47 feet to a "Mag" nail set for the southwest corner of said 4.563 acre tract of land, said point being at the northwest corner of said 2.442 acre tract of land and said point being in the approximate centerline of Ensign Road;

THENCE North 12 degrees 47 minutes 49 seconds East, 388.40 feet along the west line of said 4.563 acre tract of land and along the approximate centerline of Ensign Road to the POINT OF BEGINNING and containing 197,560 square feet or 4.535 acres of land;

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network-Texas State Plane Coordinate System, North Central Zone (4202), NAD83.



**EXHIBIT “B”**  
**Municipal Service Plan**

**A) SERVICE PLAN GENERALLY**

- 1) This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Ennis in accordance with the following plan. The City of Ennis shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Ennis with similar topography, land use, and population density.
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include certain duties on the part of the private landowner with regard to such services.

**B) EMERGENCY SERVICES**

- 1) Police Protection
  - a) Police protection from the City of Ennis shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas within the City on the effective date of the annexation ordinance. These services include:
    - i) Normal patrol and responses;
    - ii) Handling of complaints and incident reports;
    - iii) Special units, such as traffic enforcement and investigations; and
    - iv) Coordination with other public safety support agencies.
  - b) As development commences in the annexed area, sufficient police protection, including personnel and equipment will be provided to furnish the area with the level of police services consistent with the characteristics of topography, land utilization and population density of similar areas within the City.
  - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the City limits.
- 2) Fire Protection
  - a) The City of Ennis will provide emergency and fire prevention services to the annexed area. These services include:
    - i) Fire suppression and rescue;
    - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
    - iii) Hazardous materials response;
    - iv) Emergency prevention and public education efforts;
    - v) Technical rescue response; and
    - vi) Construction Plan Review and required inspections.

- b) Fire protection from the City of Ennis shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Ennis on the effective date of the annexation ordinance.
  - c) As development commences in the annexed area, sufficient, fire protection, including personnel and equipment will be provided to furnish the area with the level of services consistent with the characteristics of topography, land utilization and population density of similar areas within the City. It is anticipated that the current fire protection contract will be sufficient to provide coverage for the annexed area.
  - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the City limits.
- 3) Emergency Medical Services
- a) The City of Ennis will provide emergency and safety services to the annexed area, through its current emergency services provider at the time of annexation. These services include:
    - i) Emergency medical dispatch and pre-arrival First Aid instructions;
    - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
    - iii) Medical rescue services.
  - b) Emergency Medical Services (EMS) are already provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Ennis on the effective date of the annexation ordinance.
  - c) As development commences in the annexed area, sufficient EMS, including personnel and equipment, will be provided to furnish the area with the level of services consistent with the characteristics of topography, land utilization and population density of the similar areas within the City.
  - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the City limits.

**C) SOLID WASTE**

- 1) Solid Waste Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

**D) WATER AND WASTEWATER FACILITIES**

- 1) The City will provide water and wastewater service to the areas that are not located within the certificated service territory of another utility at a level consistent with current methods and procedures presently provided to similar areas within the City.
- 2) As development commences in the annexed area, water distribution mains and sanitary sewer mains will be extended in accordance with the City's applicable codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Ennis' codes, ordinances, regulations and policies. Water service extensions and new mains shall be provided consistent with the characteristics of topography, land utilization and population density of similar areas within the City.

- 3) Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

**E) ROAD AND STREETS**

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Community Investment Plan and/or yearly fiscal budgetary allotments by the City Commission. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Ennis with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Commission. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Commission.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

**F) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES**

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the annexed area within sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Ennis, but not mentioned above, will be provided to the annexed area beginning within sixty (60) days of the effective date of the annexed ordinance.

**G) PLANNING AND ZONING SERVICES**

- 1) The Planning and zoning jurisdiction of the City will extend to the annexed area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

**H) PARKS, PLAYGROUNDS, LIBRARIES**

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the annexed area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan. The general planned locations and classifications of parks will ultimately serve residents within the current City limits and residents of areas being considered for annexation.

**I) PUBLICLY OWNED FACILITIES**

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Ennis on the effective date of the annexation ordinance.

**J) OTHER SERVICES**

- 1) Other services that may be provided by the City of Ennis, such as municipal and general administration will be made available on the effective date of the annexation. The City of Ennis shall provide levels of service, infrastructure, and infrastructure maintenance to the annexed area that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Ennis with similar topography, land use, and population density.

## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Conduct a Public Hearing and discuss and consider an Ordinance amending the Unified Development Ordinance of the City of Ennis to amend the zoning classification on an approximate 4.535 acre tract of land from unzoned to Residential Estate (RE), being part of the David Rose Survey, Abstract No. 905, generally located at 4908 Ensign Rd in the City of Ennis, Ellis County, Texas, Ellis CAD ID 189945.

**Meeting:** ENNIS CITY COMMISSION - 06 May 2025

**Department:** Building Official

**Staff Contact:** Erica Stubbs, Senior Planner

### BACKGROUND INFORMATION:

On March 24, 2025, the Planning and Zoning Commission held a public hearing and considered a request for zoning assignment upon annexation for an approximately 4.535 acre tract of land generally located at 4908 Ensign Rd. Ellis CAD ID 189945.

The Planning and Zoning Commission voted 7-0 in favor of the zoning assignment.

The property owner intends to plat the property into three residential lots that meet the Residential Estate (RE) zoning district requirements.

### FINANCIAL IMPACT:

None

### POLICY IMPLICATIONS:

None

### RECOMMENDATION:

Planning and Zoning Commission recommends approval.

### ALTERNATIVES:

N/A

### ATTACHMENTS:

[ZAXA-25-1 Letter of Intent](#)

[ZAXA-25-1 Zoning Exhibit](#)

[ZAXA-25-1 Current & Proposed Zoning](#)

F.2.

[ZAXA-25-1 PPT Slides](#)

[ORDINANCE NO.-Conduct a Public Hearing and discuss and consider an Ordinance amending the Unified Development Ordinance of the City of Ennis to amend - Pdf](#)

January 28, 2025

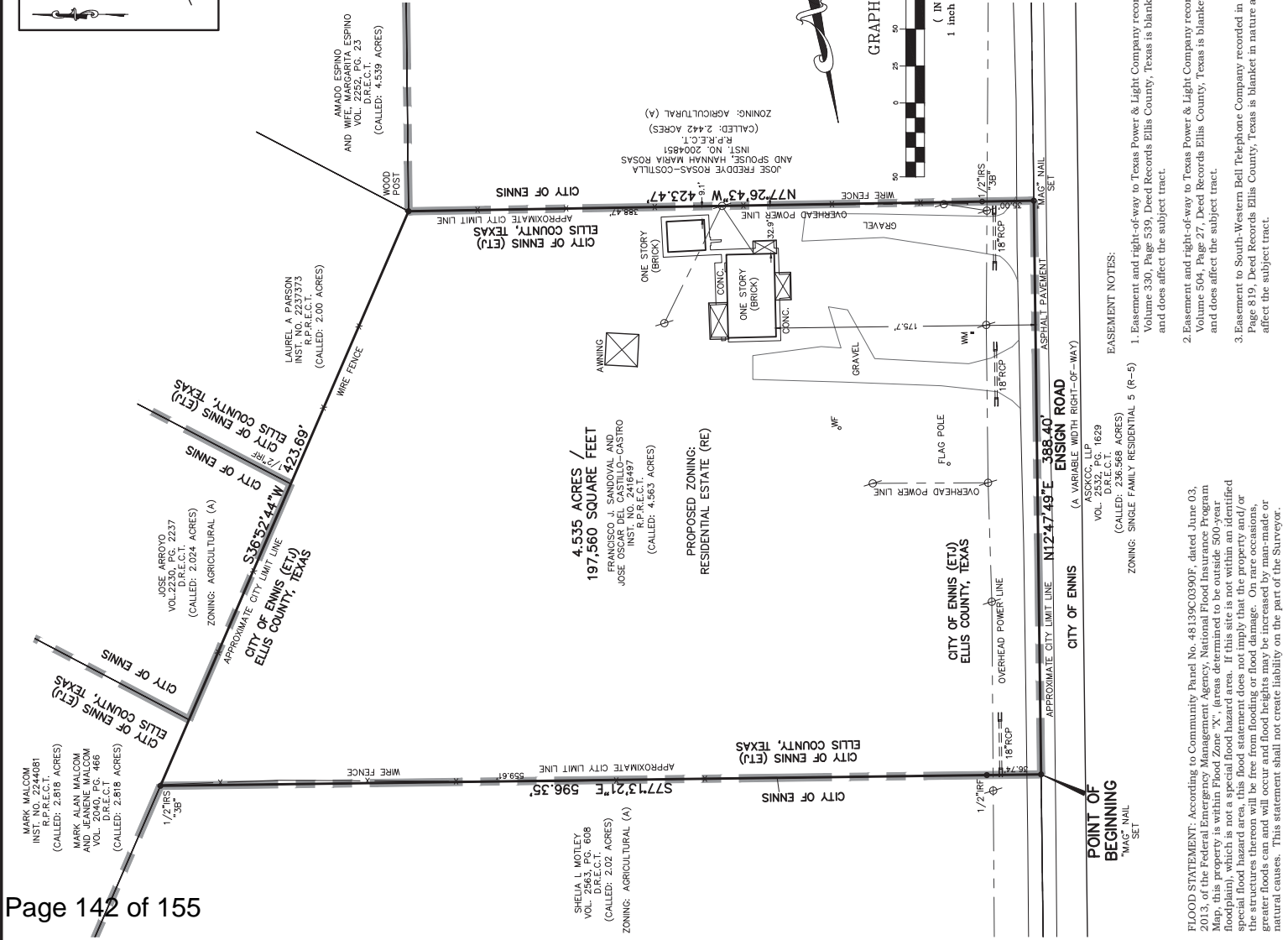
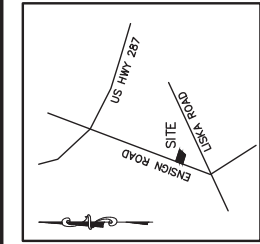
To Whom It May Concern,

The property located at 4908 Ensign Rd, Ennis, TX 75119, is currently not in the city limits of Ennis. We are asking for an annexation into the city limits of Ennis. We are requesting zoning of Residential Estate upon annexation of property. The proposed property plan is to be subdivided into 3 lots.

Thank you,

A handwritten signature in black ink that reads "Becky Herrera". The script is cursive and fluid.

Becky Herrera-Representative for  
Fransisco Sandoval & Oscar Del Castillo



LEGAL DESCRIPTION:

BEING all of that parcel of land located in the City of Ennis, ETJ, Ellis County, Texas, being a part of the David Rose Survey, Abstract No. 905, being all of that called 4.563 acre tract of land described in deed to Francisco J. Sandoval and Jose Oscar Del Castillo-Castro recorded in County Clerk's Instrument Number 22416497, Real Property Records Ellis County, Texas and being further described as follows:

BEGINNING at a "Mag" nail set for the northwest corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.02 acre tract of land described in deed to Sheila L. Motley recorded in Volume 2563, Page 608, Deed Records Ellis County, Texas and said point being in the approximate centerline of Ensign Road (a variable width right-of-way);

THENCE South 77 degrees 13 minutes 21 seconds East, at 36.74 feet passing a one-half inch iron rod found for witness, in all a total distance of 596.35 feet to a one-half inch iron rod with cap stamped "3B" set for the northeast corner of said 4.563 acre tract of land, said point being at the southeast corner of that called 2.02 acre tract of land and said point being in the west line of that called 2.818 acre tract of land described in deed to Mark Malcom recorded in County Clerk's Instrument Number 2244081, Real Property Records Ellis County, Texas;

THENCE South 36 degrees 52 minutes 44 seconds West, 423.69 feet to a wood post found for the southeast corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.00 acre tract of land described in deed to Laurel A. Parson recorded in County Clerk's Instrument Number 2237373, Real Property Records Ellis County, Texas and said point being at the northeast corner of that called 2.442 acre tract of land described in deed to Jose Fredlye Rosas-Costilla and spouse, Hannah Maria Rosas recorded in County Clerk's Instrument 2004851, Real Property Records Ellis County, Texas;

THENCE North 77 degrees 26 minutes 43 seconds West, at 388.47 feet passing a one-half inch iron rod with cap stamped "3B" set for witness, in all a total distance of 423.47 feet to a "Mag" nail set for the southwest corner of said 4.563 acre tract of land, said point being at the northwest corner of said 2.442 acre tract of land and said point being in the approximate centerline of Ensign Road;

THENCE North 12 degrees 47 minutes 49 seconds East, 388.40 feet along the west line of said 4.563 acre tract of land and along the approximate centerline of Ensign Road to the POINT OF BEGINNING and containing 197,560 square feet or 4.535 acres of land;

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network - Texas State Plane Coordinate System, North Central Zone (4209), NAD83.

SURVEY CERTIFICATION:

I hereby certify that this plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of September, 2024.



Edward Scott Bacak, R.P.L.S. No. 6248

ZONING EXHIBIT  
SADOVAL TRACT  
1 RESIDENTIAL LOT

BEING A 4.535 ACRE RESIDENTIAL ADDITION OUT OF THE  
DAVID ROSE SURVEY, ABSTRACT NO. 905;

CITY OF ENNIS, ETJ, AND ELLIS COUNTY, TEXAS

FRANCISCO J. SANDOVAL  
JOSE OSCAR DEL CASTILLO-CASTRO OWNERS  
4908 Ensign Road  
Ennis, Texas 75119  
(469) 693-5227  
Contact: Becky Herrera

3B LAND SURVEYING, INC SURVEYOR  
656 Bacak Rd  
Ennis, Texas 75119  
(972) 825-7949  
Contact: Edward Scott Bacak  
TBPIS No. 10194480

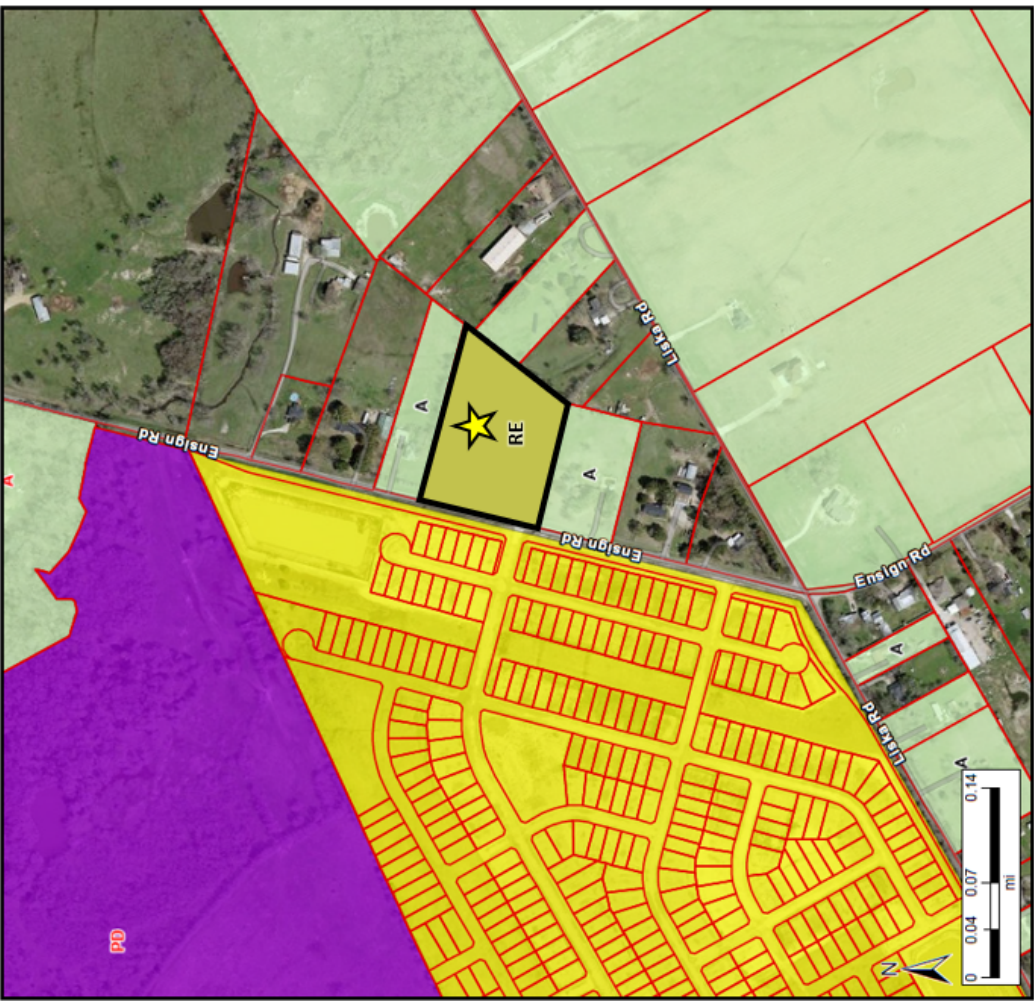
Revised: February 06, 2025  
Dated: September 06, 2024  
Sheet 1 of 1

FLOOD STATEMENT: According to Community Panel No. 48139C0390F, dated June 03, 2013, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X". (Areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this special flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

EASEMENT NOTES:

- 1. Easement and right-of-way to Texas Power & Light Company recorded in Volume 330, Page 539, Deed Records Ellis County, Texas is blanket in nature and does affect the subject tract.
- 2. Easement and right-of-way to Texas Power & Light Company recorded in Volume 504, Page 27, Deed Records Ellis County, Texas is blanket in nature and does affect the subject tract.
- 3. Easement to South-Western Bell Telephone Company recorded in Volume 574, Page 819, Deed Records Ellis County, Texas is blanket in nature and does affect the subject tract.

Proposed Zoning



Current Zoning





## City Commission – Regular Session



### Public Hearings - F

- **F\_\_** - Conduct a Public Hearing and discuss and consider an Ordinance amending the Unified Development Ordinance of the City of Ennis to amend the zoning classification on an approximate 4.535 acre tract of land from unzoned to Residential Estate (RE), being part of the David Rose Survey, Abstract No. 905, generally located at 4908 Ensign Rd in the City of Ennis, Ellis County, Texas, Ellis CAD ID 189945.

Case No. ZAXA-25-1

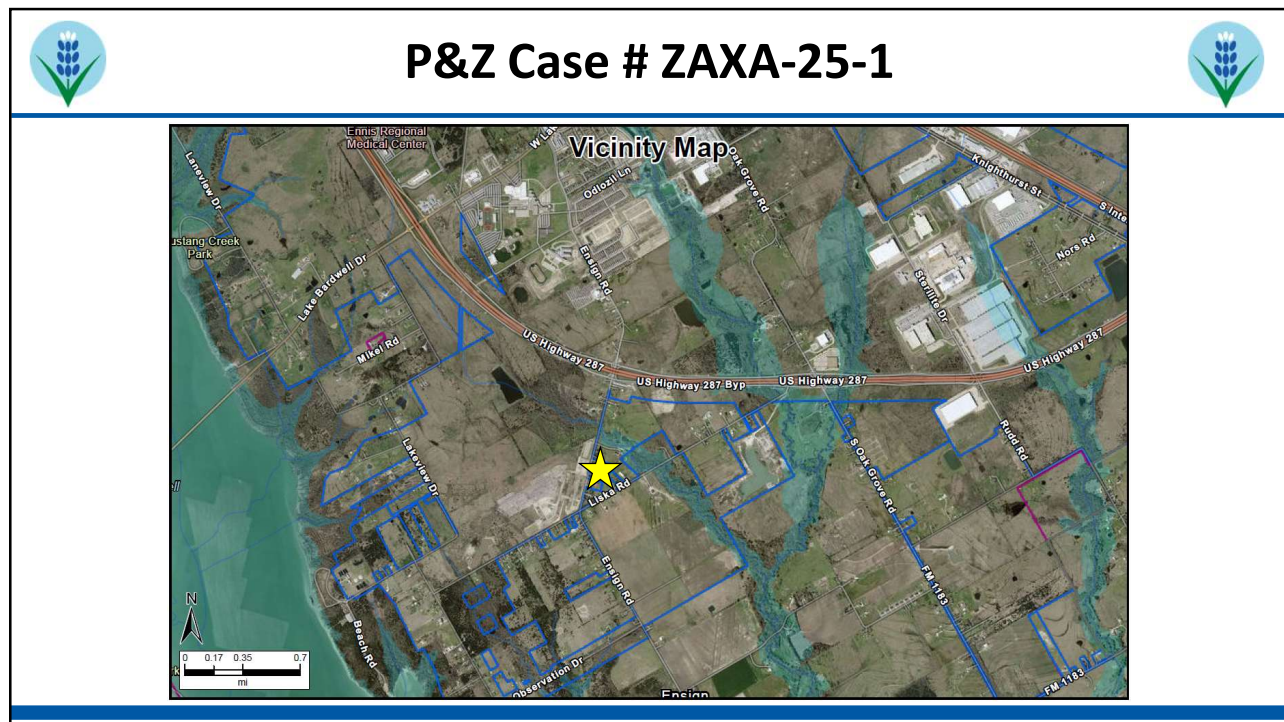


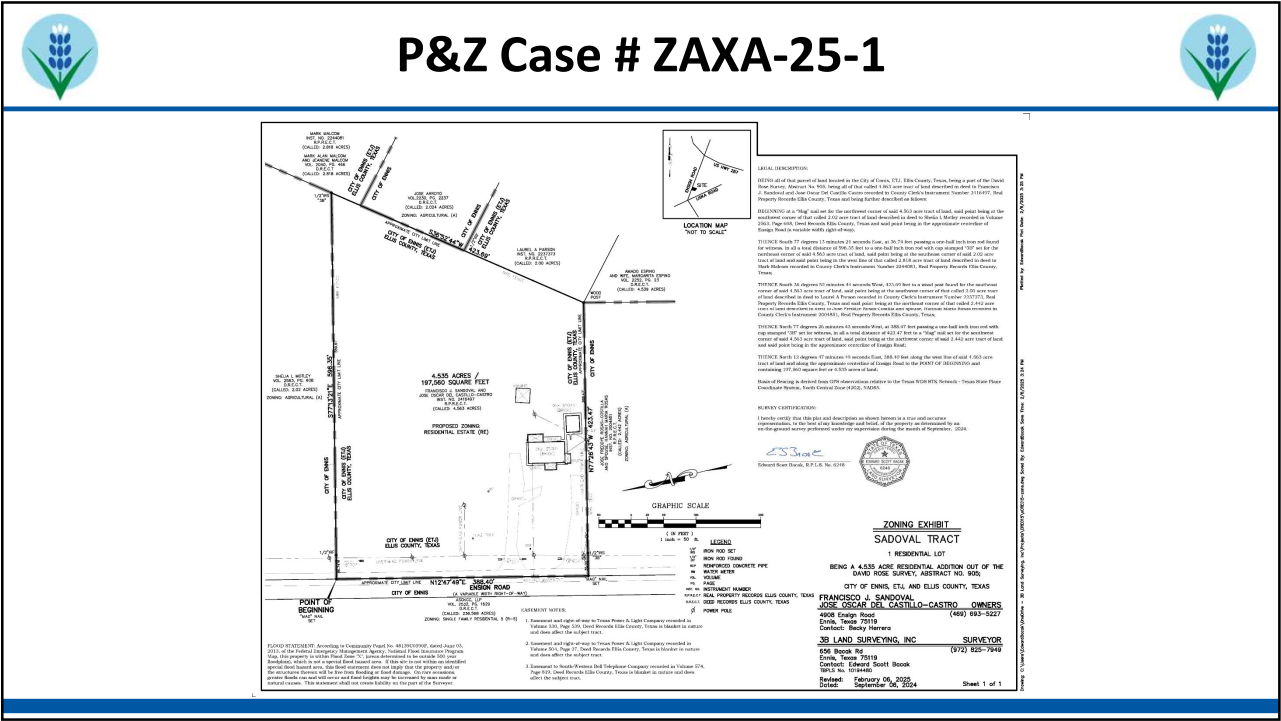
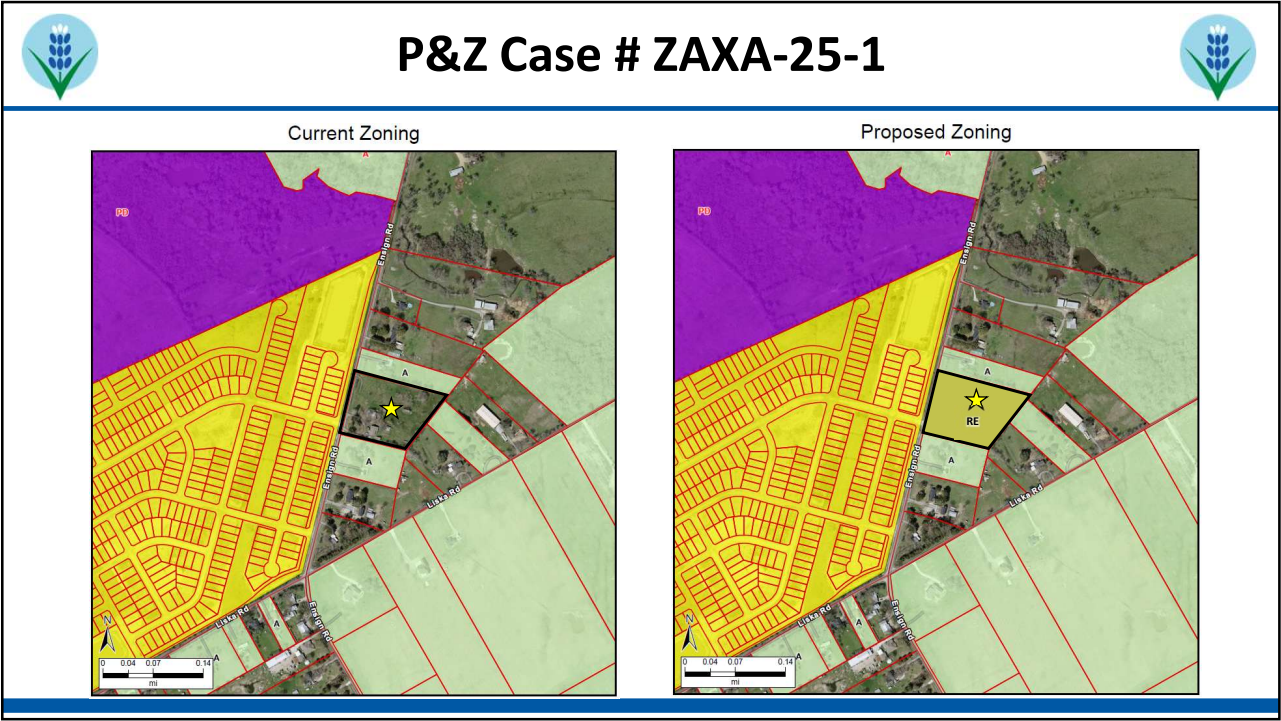
### P&Z Case # ZAXA-25-1

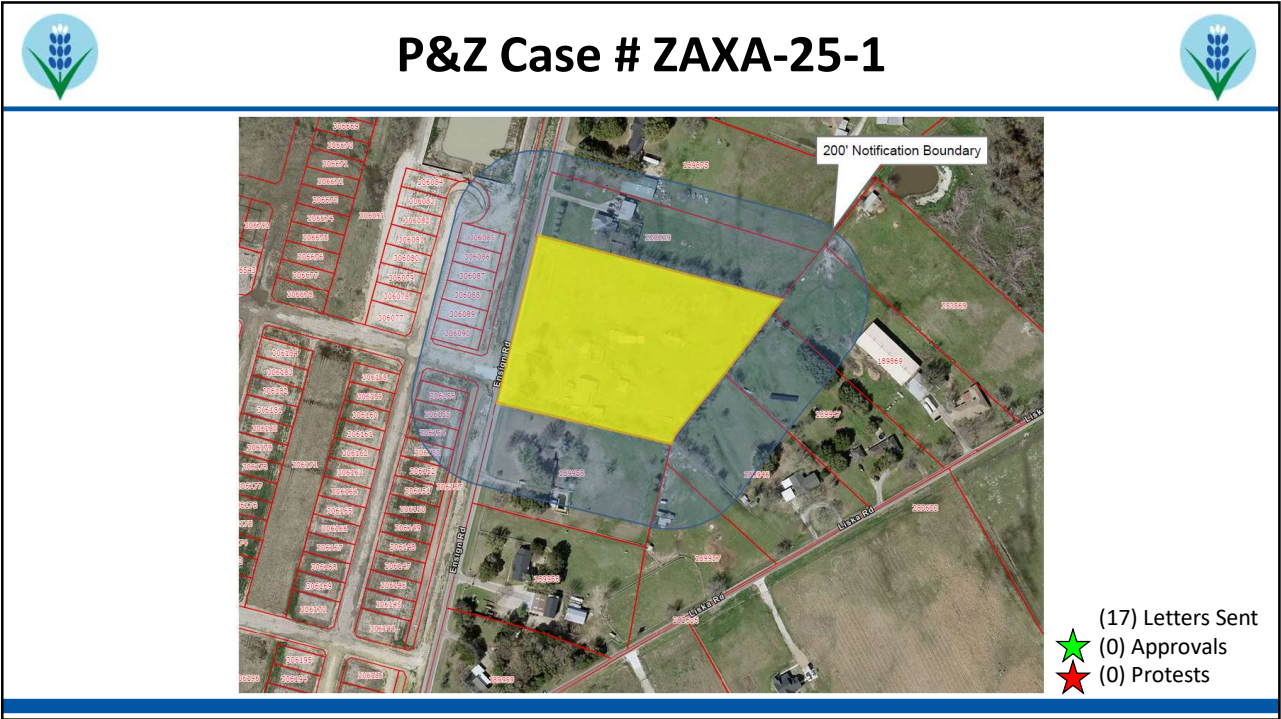
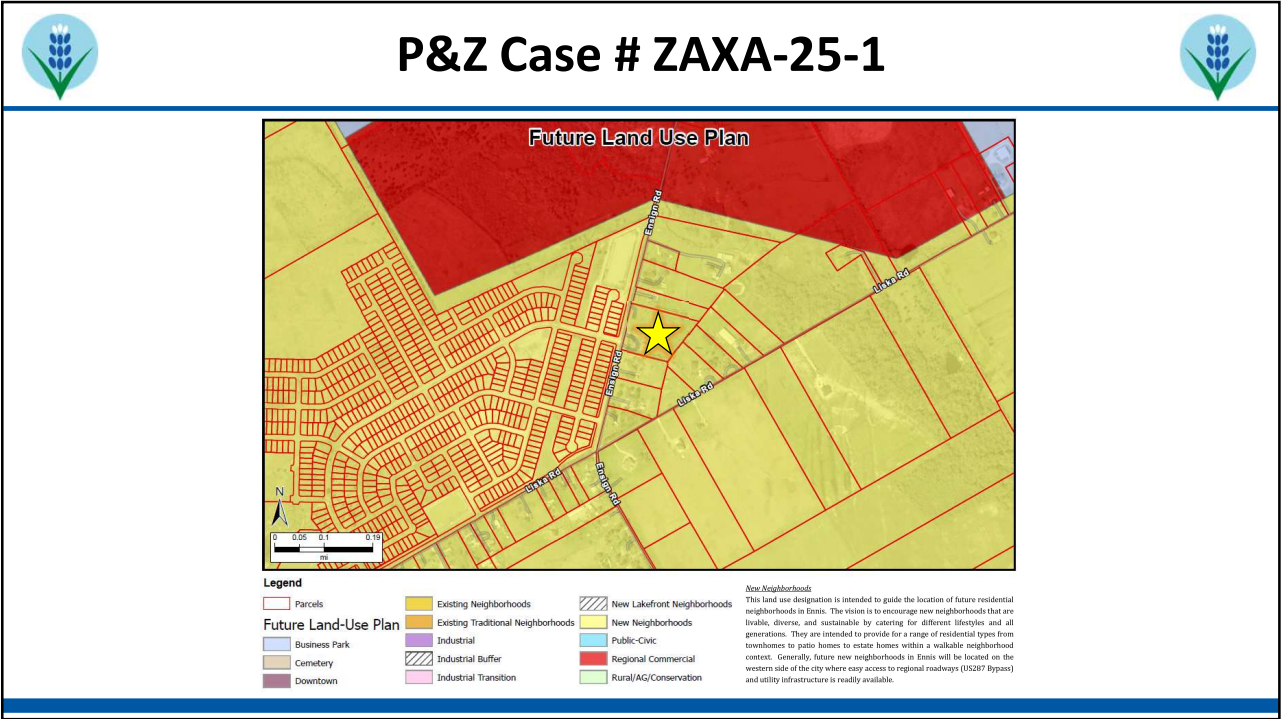


#### Overview:

- Location: Ward 5
- Requested by: Becky Herrera
- From: Unzoned
- To: "RE" Residential Estate
- For: 4.535 Acres
- Use: Residential
- Notices: 17 Surrounding Property Owners Notified
  - 0 Voted "In Favor" **Does Not require Super Majority Vote**
  - 0 Voted "In Protest"
- Case heard by P&Z Commission on 3/24/25
- P&Z Commission Approved the Request









## P&Z Case # ZAXA-25-1



### Overview:

- Location: Ward 5
- Requested by: Becky Herrera
- From: Unzoned
- To: "RE" Residential Estate
- For: 4.535 Acres
- Use: Residential
- Notices: 17 Surrounding Property Owners Notified
  - 0 Voted "In Favor" *Does Not require Super Majority Vote*
  - 0 Voted "In Protest"
- Case heard by P&Z Commission on 3/24/25
- P&Z Commission Approved the Request

**P&Z Commission Recommends Approval**



## City Commission – Regular Session



### Public Hearings - F

- **F\_\_** - Conduct a Public Hearing and discuss and consider an Ordinance amending the Unified Development Ordinance of the City of Ennis to amend the zoning classification on an approximate 4.535 acre tract of land from unzoned to Residential Estate (RE), being part of the David Rose Survey, Abstract No. 905, generally located at 4908 Ensign Rd in the City of Ennis, Ellis County, Texas, Ellis CAD ID 189945.

**Open the Public Hearing**  
**Public Comment**  
**Close the Public Hearing**

**Motion, Second, Discussion & Vote**



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 4.535 ACRE TRACT OF LAND FROM UNZONED TO RESIDENTIAL ESTATE DISTRICT (RE) , BEING PART OF THE DAVID ROSE SURVEY, ABSTRACT NO. 905, GENERALLY LOCATED AT 4908 ENSIGN ROAD IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, ELLIS CAD ID 189945; 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**, Becky Herrera (“Applicant”), acting as authorized representative for the landowners, Francisco J. Sandoval and Jose Oscar Del Castillo-Castro, has requested to change the zoning classification from unzoned to Residential Estate District (RE) on an approximate 4.535 acre tract of land, being part of the David Rose Survey, Abstract No. 905, generally located at 4908 Ensign Road in the City of Ennis, Ellis County, Texas, Ellis CAD ID 189945, 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 RE zoning classification; 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 unzoned to Residential Estate District (RE). 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.

F.2.

**PASSED AND APPROVED** by the City Commission of the City of Ennis, Texas on this 6th day of May 2025.

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary

F.2.

**EXHIBIT “A”  
LEGAL DESCRIPTION**

## LEGAL DESCRIPTION:

BEING all of that parcel of land located in the City of Ennis, ETJ, Ellis County, Texas, being a part of the David Rose Survey, Abstract No. 905, being all of that called 4.563 acre tract of land described in deed to Francisco J. Sandoval and Jose Oscar Del Castillo-Castro recorded in County Clerk's Instrument Number 2416497, Real Property Records Ellis County, Texas and being further described as follows:

BEGINNING at a "Mag" nail set for the northwest corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.02 acre tract of land described in deed to Shelia L Motley recorded in Volume 2563, Page 608, Deed Records Ellis County, Texas and said point being in the approximate centerline of Ensign Road (a variable width right-of-way);

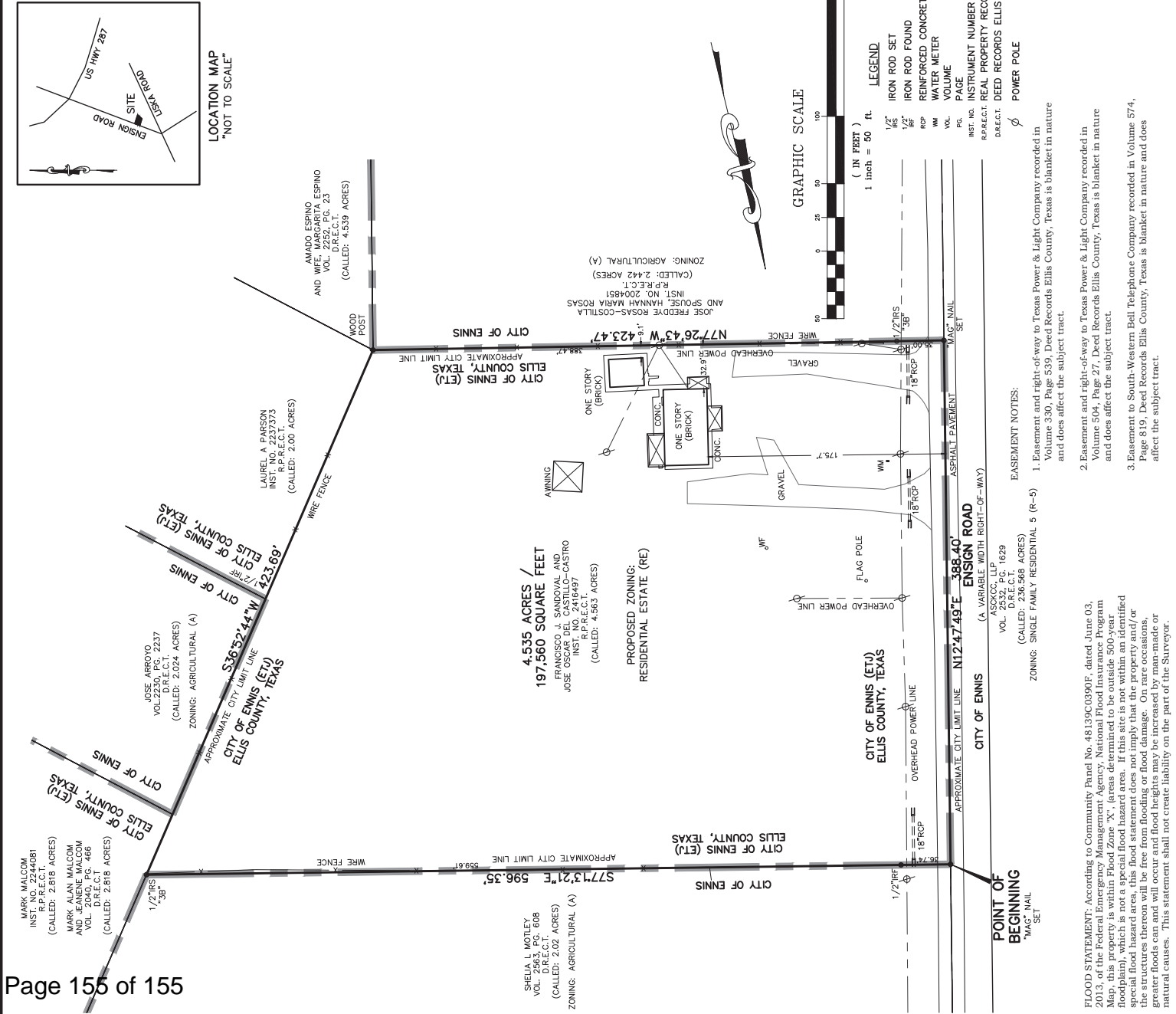
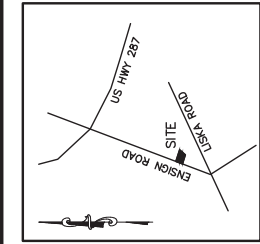
THENCE South 77 degrees 13 minutes 21 seconds East, at 36.74 feet passing a one-half inch iron rod found for witness, in all a total distance of 596.35 feet to a one-half inch iron rod with cap stamped "3B" set for the northeast corner of said 4.563 acre tract of land, said point being at the southeast corner of said 2.02 acre tract of land and said point being in the west line of that called 2.818 acre tract of land described in deed to Mark Malcom recorded in County Clerk's Instrument Number 2244081, Real Property Records Ellis County, Texas;

THENCE South 36 degrees 52 minutes 44 seconds West, 423.69 feet to a wood post found for the southeast corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.00 acre tract of land described in deed to Laurel A Parson recorded in County Clerk's Instrument Number 2237373, Real Property Records Ellis County, Texas and said point being at the northeast corner of that called 2.442 acre tract of land described in deed to Jose Freddy Rosas-Costilla and spouse, Hannah Maria Rosas recorded in County Clerk's Instrument 2004851, Real Property Records Ellis County, Texas;

THENCE North 77 degrees 26 minutes 43 seconds West, at 388.47 feet passing a one-half inch iron rod with cap stamped "3B" set for witness, in all a total distance of 423.47 feet to a "Mag" nail set for the southwest corner of said 4.563 acre tract of land, said point being at the northwest corner of said 2.442 acre tract of land and said point being in the approximate centerline of Ensign Road;

THENCE North 12 degrees 47 minutes 49 seconds East, 388.40 feet along the west line of said 4.563 acre tract of land and along the approximate centerline of Ensign Road to the POINT OF BEGINNING and containing 197,560 square feet or 4.535 acres of land;

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network – Texas State Plane Coordinate System, North Central Zone (4202), NAD83.



LEGAL DESCRIPTION:

BEING all of that parcel of land located in the City of Ennis, ETJ, Ellis County, Texas, being a part of the David Rose Survey, Abstract No. 905, being all of that called 4.563 acre tract of land described in deed to Francisco J. Sandoval and Jose Oscar Del Castillo-Castro recorded in County Clerk's Instrument Number 22416497, Real Property Records Ellis County, Texas and being further described as follows:

BEGINNING at a "Mag" nail set for the northwest corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.02 acre tract of land described in deed to Sheila L. Motley recorded in Volume 2563, Page 608, Deed Records Ellis County, Texas and said point being in the approximate centerline of Ensign Road (a variable width right-of-way);

THENCE South 77 degrees 13 minutes 21 seconds East, at 36.74 feet passing a one-half inch iron rod found for witness, in all a total distance of 596.35 feet to a one-half inch iron rod with cap stamped "3B" set for the northeast corner of said 4.563 acre tract of land, said point being at the southeast corner of that called 2.02 acre tract of land and said point being in the west line of that called 2.818 acre tract of land described in deed to Mark Malcom recorded in County Clerk's Instrument Number 2244081, Real Property Records Ellis County, Texas;

THENCE South 36 degrees 52 minutes 44 seconds West, 423.69 feet to a wood post found for the southeast corner of said 4.563 acre tract of land, said point being at the southwest corner of that called 2.00 acre tract of land described in deed to Laurel A. Parson recorded in County Clerk's Instrument Number 2237373, Real Property Records Ellis County, Texas and said point being at the northeast corner of that called 2.442 acre tract of land described in deed to Jose Fredy Rosas-Costilla and spouse, Hannah Maria Rosas recorded in County Clerk's Instrument 2004851, Real Property Records Ellis County, Texas;

THENCE North 77 degrees 26 minutes 43 seconds West, at 388.47 feet passing a one-half inch iron rod with cap stamped "3B" set for witness, in all a total distance of 423.47 feet to a "Mag" nail set for the southwest corner of said 4.563 acre tract of land, said point being at the northwest corner of said 2.442 acre tract of land and said point being in the approximate centerline of Ensign Road;

THENCE North 12 degrees 47 minutes 49 seconds East, 388.40 feet along the west line of said 4.563 acre tract of land and along the approximate centerline of Ensign Road to the POINT OF BEGINNING and containing 197,560 square feet or 4.535 acres of land;

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network - Texas State Plane Coordinate System, North Central Zone (4209), NAD83.

SURVEY CERTIFICATION:

I hereby certify that this plat and description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of September, 2024.



Edward Scott Bacak, R.P.L.S. No. 6248



LEGEND

1/2" IR	IRON ROD SET
1/2" IR	IRON ROD FOUND
WM	WATER METER
WM	REINFORCED CONCRETE PIPE
WM	VOLUME
PG	PAGE
INST. NO.	INSTRUMENT NUMBER
R.P.L.S. NO.	DEED RECORDS ELLIS COUNTY, TEXAS
DIRECT	POWER POLE

EASEMENT NOTES:

1. Easement and right-of-way to Texas Power & Light Company recorded in Volume 504, Page 27, Deed Records Ellis County, Texas is blanket in nature and does affect the subject tract.

2. Easement and right-of-way to Texas Power & Light Company recorded in Volume 504, Page 27, Deed Records Ellis County, Texas is blanket in nature and does affect the subject tract.

3. Easement to South-Western Bell Telephone Company recorded in Volume 574, Page 819, Deed Records Ellis County, Texas is blanket in nature and does affect the subject tract.

FLOOD STATEMENT: According to Community Panel No. 48139C0390F, dated June 03, 2013, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X". (Areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

ZONING EXHIBIT  
SADOVAL TRACT  
1 RESIDENTIAL LOT

BEING A 4.535 ACRE RESIDENTIAL ADDITION OUT OF THE DAVID ROSE SURVEY, ABSTRACT NO. 905;

CITY OF ENNIS, ETJ, AND ELLIS COUNTY, TEXAS

FRANCISCO J. SANDOVAL  
JOSE OSCAR DEL CASTILLO-CASTRO OWNERS  
4908 Ensign Road  
Ennis, Texas 75119  
(469) 693-5227  
Contact: Becky Herrera

3B LAND SURVEYING, INC SURVEYOR  
656 Bacak Rd  
Ennis, Texas 75119  
(972) 825-7949  
Contact: Edward Scott Bacak  
TBPIS No. 10194480

Revised: February 06, 2025  
Dated: September 06, 2024