



**ENNIS CITY COMMISSION AGENDA**  
**TUESDAY, JULY 15, 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. City of Ennis Employee of the Month
- Ernie Willis, Streets Superintendent
- B.2. City of Ennis New Employee Recognition

**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 June 17, 2025, Ennis City Commission Regular Meeting.  
[CC Minutes 06/17/25](#)
- E.2. Approval of the Minutes for the June 23, 2025, Ennis City Commission Special Meeting.  
[CC Minutes 06/23/25](#)



- E.3. Approval of the Minutes for the July 1, 2025, Ennis City Commission Regular Meeting.  
[CC Minutes 07/01/25](#)

F. PUBLIC HEARING

- F.1. Conduct a Public Hearing and discuss and consider an Ordinance granting a Specific Use Permit for a Temporary Concrete Batch Plant located on an approximate 14.7631 acre portion of Lot 1, Block B in the Loloi Rugs Addition, Ellis CAD ID 310059, and otherwise known as 2151 Highway 287 Bypass, zoned Light Industrial and Manufacturing (L-IM).  
[SUP - Temporary Concrete Batch Plant](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- G.1. Discuss and consider approval of an Ordinance abandoning, vacating and releasing two general utility easements located 700 East Ennis Avenue, City of Ennis, Texas Ellis CAD ID 222044 in exchange for replacement general utility easements.  
[Ordinance - Utility Easements](#)
- G.2. Discuss and consider approving a Resolution of the City Commission of the City of Ennis, Texas, approving a professional services agreement with Freese and Nichols, Inc. for engineering services related to the Liska Road bridge review and assessment, in an amount not to exceed \$28,900.00; authorizing the Mayor to execute the agreement; and providing an effective date.  
[Resolution - Freese and Nichols, Inc. for Liska Bridge](#)
- G.3. Discuss and consider approval of a Resolution authorizing the Mayor to execute a master contract for professional services with Freese and Nichols, Inc., to govern engineering services.  
[Resolution - Master Service Agreement with Freese and Nichols, Inc.](#)
- G.4. Discuss and consider approval of a Resolution approving Task One: Peer Review of Water Treatment Plant Expansion Design Plans under the master contract for professional services with Freese and Nichols, Inc., in an amount not to exceed Thirty-Six Thousand Four Hundred Eighty Dollars and Zero Cents (\$36,480.00), and authorizing the City Manager to execute any documents in connection therewith.  
[Resolution - Water Treatment Plant Expansion with Freese and Nichols, Inc.](#)
- G.5. Discuss and consider approval of a Resolution authorizing the City Attorney to initiate legal proceedings under Chapter 54 of the Texas Local Government Code for the abatement of a substandard residential structure located at 808 N. Ripley St. Ennis, TX 75119.  
[Resolution - 808 N Ripley St Abatement of Substandard Residential Structure](#)
- G.6. Discuss and consider approval of a Resolution approving Change Order #6 with Lockwood, Andrews & Newnam (LAN), related to the Ennis Avenue Underpass project, by increasing the contract amount by \$299,986.20, raising the total contract to \$6,543,736.89.  
[Resolution - CO #6 Lockwood, Andrews & Newnam](#)
- G.7. Discuss and consider approval of a Resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and



consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee.

[Resolution - Oncor Rate Request](#)

- G.8. Discuss and consider appointments and reappointments to the Parks Board.

[Parks Board Appointments](#)

- G.9. Discuss and consider appointments and reappointments to the Planning and Zoning Commission.

[P&Z Appointments](#)

- G.10. Discuss and consider appointments and reappointments to the Historic Landmark Commission.

[HLC Appointments](#)

- G.11. Discuss and consider appointments and reappointments to the Railroad Museum Board.

[Railroad Museum Board Appointments](#)

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 and Section 551.072 Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person:

- 4.059 acres in fee simple which tract is generally described as being located in Ellis County, in Abstract No. 55, Richard A. Barton Survey, Ellis County, and being a part of a tract of land described by a deed to Donald R. Stout, recorded as Volume 584, Page 237, Deed Records, Ellis County, Texas, and located south of United States Highway 287 and west of South Jeter Drive; a utility easement in a tract of land containing approximately 1.565 acres which tract is generally described as being located in Ellis County, in Abstract No. 55, Richard A. Barton Survey, Ellis County, and being a part of a tract of land described in deed to Donald R. Stout, recorded as Volume 584, Page 237, Deed Records, Ellis County, Texas, and located south of United States Highway 287 and west of South Jeter Drive; and a temporary construction easement in a tract of land containing approximately 0.556 acres which tract is generally described as being located in Ellis County, in Abstract No. 55, Richard A. Barton Survey, Ellis County, and being a part of a tract of land described in deed to Donald R. Stout, recorded as Volume 584, Page 237, Deed Records, Ellis County, Texas, and located south of United States Highway 287 and west of South Jeter Drive.
- Downtown Rooftop Lights Project

- H.2. Section 551.087 - 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 GAF

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, July 11, 2026 @ 5:00 P.M.** and will remain posted for at least two hours after said meeting was convened.



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ANGIE WADE, TRMC, CMC  
City Secretary

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



ENNIS CITY COMMISSION  
**AGENDA SUMMARY FORM**



**To:** City Commission  
**Subject:** Approval of the Minutes for the June 17, 2025, Ennis City Commission Regular Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

**BACKGROUND INFORMATION:**

Minutes for the City Commission Regular meeting held on June 17, 2025, are submitted for the Commission's review and approval.

**ATTACHMENTS:**

[CC REG MINUTES 06.17.25](#)



**ENNIS CITY COMMISSION REGULAR MEETING MINUTES**  
**TUESDAY, JUNE 17, 2025**

**A. CALL TO ORDER**

Mayor Raburn called a Regular Meeting of the Ennis City Commission to order Tuesday, June 17, 2025, at 6:01 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 Robert Givens, St. Paul Missionary Baptist Church.  
The Pledge of Allegiance was led by Mayor Raburn.

**B. PRESENTATIONS**

B.1. Employee of the Month – Mayor Raburn recognized and congratulated Benjamin Trim for being named the City of Ennis Employee of the Month for the month of June. Benjamin is a Water Treatment Plant Operator with the Utilities Department.

**C. CITIZEN PUBLIC COMMENT PERIOD**

Brent Hughes, 604 W. Linden, spoke regarding problems with noise in his neighborhood and stated that he has reported the problem several times over the last 2 years.

Doris Polk, 1311 N. Sherman, spoke regarding noise complaints on the same neighbors for 10 years and requested immediate action.

**D. COMMISSIONER UPDATES**

Mayor Raburn encouraged all to contact Commissioner Bruce Jones and wish him a Happy Birthday. Commissioner Hejny expressed condolences to the family of retired City of Ennis employee Gina Rokas on her passing. Commissioner Pierce reminded all that city offices would be closed on Thursday, June 19<sup>th</sup> and that there would be no sanitation services. Commissioner Watson provided information on the Unity in the Community Juneteenth parade and events on June 19<sup>th</sup> beginning at 10 A.M.

**E. CONSENT AGENDA**

**E.1. Approval of the Minutes for the June 3, 2025, Ennis City Commission Regular Meeting.**

**E.2. Approval of a Resolution authorizing the Mayor to execute a professional services reimbursement/payment agreement with Summer Creek – EC, LLC to fund the City's costs associated with the feasibility review of a proposed Public Improvement District (PID) for the Summer Creek Estates development.**

Mayor Raburn read the Consent Agenda. Mayor Pro Tem Isbell made a motion, seconded by Commissioner Falkenbach, to approve the Consent agenda as read.

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



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

### **F.1. Discuss and consider approval of a Resolution adopting the City of Ennis Tourism Strategic Plan.**

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

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

### **F.2. Discuss and consider a Resolution approving the First Amendment to the Amended and Restated Development Agreement for the Hollow Subdivision between the City of Ennis, the Ennis Economic Development Corporation, and Lackland Hollow Development, LLC, and authorizing the Mayor to execute any documents in connection therewith.**

Mayor Raburn read the item. Assistant City Manager Daniel Ortiz addressed the Commission regarding the item. Discussion ensued regarding sidewalk width stated in the agreement. Commissioner Hejny made a motion, seconded by Mayor Pro Tem Isbell, to amend and approve the proposed agreement by striking 'Sleepy Hollow Road Improvements' from the first line of Section 1.05, and changing the width of the sidewalk from four (4)-foot to five (5)-foot wide in the preamble (4<sup>th</sup> 'Whereas').

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

### **F.3. Discuss and consider approval of a Resolution ratifying the purchase of emergency repair services of an 8-inch clay gravity sewer main located at 401 E Lampasas St from Ray-Mar Construction, LLC in a sum of Ninety-Three Thousand Four Hundred Seventy-Seven Dollars and Eighty Cents (\$93,477.80).**

Mayor Raburn read the item. Utilities Director Doug Taylor addressed the Commission stating that a call for service was received on May 1<sup>st</sup> with work beginning on May 2<sup>nd</sup> on a 95 – 100 year old main line. Mr. Taylor stated that 'voids' were found near the playground and proposed rerouting the line around the property. Mayor Raburn requested that the redesign begin as soon as possible. Commissioner Jones made a motion, seconded by Commissioner Falkenbach, to approve the item as read.

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

### **F.4. Discuss and consider a Resolution of Support for the Texas Department of Transportation (TxDOT) Green Ribbon Project for IH 45 Business (Kaufman Street) Corridor Improvements**

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

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

### **F.5. Discuss and consider confirming the Mayor's appointments to the Arts Commission.**

Mayor Raburn read the item and made the following nominations to serve on the Ennis Arts Commission for terms expiring January 31, 2027 – Madeline Clemons, Jeremy Simmons, and Lisa Schriner. Mayor Pro Tem Isbell made a motion, seconded by Commissioner Hejny, to approve the Mayor's nominations as presented.

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

### **F.6. Discuss and consider an appointment to the Crime Control and Prevention District Board.**



Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Mayor Pro Tem Isbell, to appoint Commissioner Falkenbach to serve on the Crime Control and Prevention District Board for a term concurrent with her term as City Commissioner.

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

## **G. EXECUTIVE SESSION**

*[Mayor Raburn recessed the Commission into Executive Session at 6:50 P.M.]*

**G.1. Section 551.071(1) and (2) Seek the advice of the Attorney regarding pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings and Section 551.072 Deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person:**

- **4.059 acres in fee simple which tract is generally described as being located in Ellis County, in Abstract No. 55, Richard A. Barton Survey, Ellis County, and being a part of a tract of land described by a deed to Donald R. Stout, recorded as Volume 584, Page 237, Deed Records, Ellis County, Texas, and located south of United States Highway 287 and west of South Jeter Drive and more fully described and depicted in Exhibit A-1 of the proposed written resolution for this item; a utility easement in a tract of land containing approximately 1.565 acres which tract is generally described as being located in Ellis County, in Abstract No. 55, Richard A. Barton Survey, Ellis County, and being a part of a tract of land described in deed to Donald R. Stout, recorded as Volume 584, Page 237, Deed Records, Ellis County, Texas, and located south of United States Highway 287 and west of South Jeter Drive and more fully described and depicted in Exhibit A-2 of the proposed written resolution for this item; and a temporary construction easement in a tract of land containing approximately 0.556 acres which tract is generally described as being located in Ellis County, in Abstract No. 55, Richard A. Barton Survey, Ellis County, and being a part of a tract of land described in deed to Donald R. Stout, recorded as Volume 584, Page 237, Deed Records, Ellis County, Texas, and located south of United States Highway 287 and west of South Jeter Drive and more fully described and depicted in Exhibit A-3.**

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

- **Project Harmony**

*[Mayor Raburn reconvened the Commission into Open Session at 8:27 P.M.]*

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

No action taken.



E.1.

**I. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 8:27 P.M.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

DRAFT



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Approval of the Minutes for the June 23, 2025, Ennis City Commission Special Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

Minutes for the City Commission Special Meeting held on June 23, 2025, are submitted for the Commission's review and approval.

### ATTACHMENTS:

[CC SPECIAL MEETING MINUTES 06.23.25](#)



**ENNIS CITY COMMISSION SPECIAL MEETING MINUTES**  
**MONDAY, JUNE 23, 2025**

**A. CALL TO ORDER**

Mayor Raburn called a Special Meeting of the Ennis City Commission to order Monday, June 23, 2025, at 5:00 P.M. Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum was present to wit:

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

**B. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION**

**B.1. Discuss and consider City Commissioner appointees to the Crime Control and Prevention District Board of Directors.**

Mayor Raburn read the item.

Commissioner Hejny made a motion, seconded by Mayor Pro Tem Isbell, to appoint Ismael Esparza to serve as his appointee. A vote was cast, 6 in favor, 0 against. Motion passed.

At the request of Commissioner Pierce, Commissioner Hejny made a motion, seconded by Commissioner Jones, to appoint Commissioner Pierce to serve as his own appointee. A vote was cast, 6 in favor, 0 against. Motion passed.

**C. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 5:06 P.M.

ATTEST:

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

APPROVED:

\_\_\_\_\_  
MAYOR



ENNIS CITY COMMISSION  
**AGENDA SUMMARY FORM**



**To:** City Commission  
**Subject:** Approval of the Minutes for the July 1, 2025, Ennis City Commission Regular Meeting.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

**BACKGROUND INFORMATION:**

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

**ATTACHMENTS:**

[CC REG MINUTES 07.01.25](#)



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

**A. CALL TO ORDER**

Mayor Raburn called a Regular Meeting of the Ennis City Commission to order Tuesday, July 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 Stacy Hejny, The Road Church.  
The Pledge of Allegiance was led by Mayor Raburn.

**B. PRESENTATIONS**

B.1. Airport Layout Plan – Kari Campbell and Jeff Borowiec with Woolpert presented a 20-year Planning Overview for Ennis Municipal Airport. The plan consists of an investigation phase, a solutions phase, and an implementation phase. Key areas for improvement were identified with an estimated CIP cost of \$76,128,347, which would be shared by federal/state, local, and private funds. Widening of the runway, increasing taxiway length, and relocation of existing hangars and structures were part of the proposed plan.

**C.CITIZEN PUBLIC COMMENT PERIOD**

Madeline Clemons, 573 Lakeshore Dr., spoke regarding a new group activity provided by the Family Resource Center called Mindful Me, for children ages 8 – 12, Thursdays beginning July 3<sup>rd</sup> from 11:00 AM – 12:00 PM at the Ennis Public Library.

**D.COMMISSIONER UPDATES**

Mayor Raburn announced that city offices would be closed Friday, July 4<sup>th</sup> for the holiday and commented on the success of the Freedom Fest and Fireworks.

**E.PUBLIC HEARING**

**E.1. Conduct a Public Hearing to discuss and consider approval of 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 an approximately 0.551-acre tract of land situated in the William Joice Survey, Abstract No. 573, generally located in the 1300 block of East Ennis Avenue at the southeast corner of East Ennis Avenue and Sonoma Trail in the City of Ennis, Ellis County, Texas. Ellis CAD IDs 186204 and 210096.**

Mayor Raburn read the item. Troy Foreman, Assistant Director of Planning and Development, addressed the commission regarding the item. Mr. Foreman stated that the Planning and Zoning Commission did not recommend approval. Traffic concerns were discussed. An engineer representing Pape Dawson stated that the road was scheduled to be widened.



Mayor Raburn opened the public hearing at 6:42 P.M. No one spoke and the public hearing was closed at 6:42 P.M.

Mayor Pro Tem Isbell made a motion, seconded by Commissioner Hejny, to approve the request for rezoning as read.

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

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

**F.1. Discuss and consider approval of a Resolution ratifying the purchase of emergency repair services of the 14-inch wastewater force main located at 801 S. Jeter Dr., approximately 1,700 LF east of the Liska Lift Station, from D&S Field Services, LLC in a sum of ninety-three thousand two hundred fifty-two dollars and sixty-one cents (\$93,252.61).**

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

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

**F.2. Discuss and consider approval of a Resolution accepting a Utility Easement from Murphy Oil USA, Inc. and authorizing the Mayor to execute all necessary documents.**

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

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

## **G. EXECUTIVE SESSION**

*[Mayor Raburn recessed the Commission into Executive Session at 6:55 P.M.]*

**G.1. Section 551.071(2) 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 and Contractual Obligations**

**G.2. Section 551.071(2) 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 and Section 551.087 - 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 Sonoma Trail Center Section**

*[Mayor Raburn reconvened the Commission into Open Session at 7:48 P.M.]*

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

**H.1. Consider and take appropriate action regarding the contract between the City of Ennis and HQIS for QIPP administration services.**

Mayor Pro Tem Isbell made a motion, seconded by Commissioner Hejny, to approve modifying the existing HQIS contract to be effective thru August 31, 2025 at \$3,000 per month, per facility, with no quarterly incentive payments.

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



**I. ADJOURNMENT**

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 7:50 P.M.

ATTEST:

APPROVED:

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CITY SECRETARY

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MAYOR

DRAFT



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Conduct a Public Hearing and discuss and consider an Ordinance granting a Specific Use Permit for a Temporary Concrete Batch Plant located on an approximate 14.7631 acre portion of Lot 1, Block B in the Loloi Rugs Addition, Ellis CAD ID 310059, and otherwise known as 2151 Highway 287 Bypass, zoned Light Industrial and Manufacturing (L-IM).

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** Building Official

**Staff Contact:** Jorge Barake, Planner

### BACKGROUND INFORMATION:

The applicant, Elm Creek Environmental, LLC, has requested an Specific Use Permit (SUP) for a temporary concrete batch plant for construction on this site. The temporary concrete batch plant will be confined to a 14.7631 acre portion of the site located on the easterly end of the property immediately adjacent to the Sterilite property.

The location is approximately 1,500 feet to the nearest residential property located at 1036 Rudd Road and approximately 2,300 feet to the abutting residential properties fronting South Oak Grove Road. If granted, the SUP shall expire twelve (12) months from the date of approval by City Commission.

The requested hours of operation are Monday through Saturday, 3:00am to 5:00pm. These hours are outside of the hours allowed for construction per Section 13-159 of the Noise Ordinance. However, the distance from adjacent residences is greater than specified (300 feet) by the Noise Ordinance.

A valid Texas Commission on Environmental Quality (TCEQ) air permit has been granted to the applicant for the operation of a temporary concrete batch plant. However, please note the address on the TCEQ application does not match as the City reassigned the address (2151 Highway 287 Bypass) of the property after the permit was obtained. The applicant is in the process of updating the permit with TCEQ.

On June 23, 2025, the Planning and Zoning Commission held a public hearing and considered the SUP request for the subject temporary concrete batch plant. The Commission approved the request with a final vote of 5 in favor and 0 against.

### FINANCIAL IMPACT:

N/A

### POLICY IMPLICATIONS:



F.1.

N/A

**RECOMMENDATION:**

The Planning and Zoning Commission recommends approval.

**ALTERNATIVES:**

N/A

**ATTACHMENTS:**

[SUP-25-1 Narrative](#)

[SUP-25-1 Site Plan](#)

[SUP-25-1 Combined TCEQ Permits & Applications](#)

[Ennis, TX Code of Ordinances Sec. 13-159](#)

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

[ORDINANCE NO.-Conduct a public hearing to discuss and consider granting a SUP for a temporary concrete batch plant on a portion of Lot 1, Block B in t - Pdf](#)

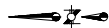


### **SUP Narrative**

The approximate area of the concrete batch plant is 400 ft. x 400 ft. The construction entrance that will be used for vehicles associated with the operation of the temporary concrete batch plant is shown on the included site plan. This is the only construction entrance that will be used to access the temporary concrete batch plant area.

The temporary concrete batch plant will be located/operated at the site for approximately one year. The typical days and hours of operation for the temporary concrete batch plant will be Monday through Saturday, 3AM to 5PM. Based on the project requirements/needs, the batch plant will most likely only operate two to three days each week, with a start time of 6AM to approximately 4PM. Estrada Concrete Company, LLC would like to have the flexibility to operate at any time between 3AM and 5PM, as needed.





(FEET)  
1 inch = 200 ft.

**RLG CONSULTING ENGINEERS**  
12001 N. CENTRAL EXPRESSWAY #300 DALLAS, TX 75243  
5601 BRIDGE STREET #420 FORT WORTH, TX 76112  
WWW.RLG-ENG.COM TEL: 972.493.4033

OVERALL DIMENSIONAL CONTROL PLAN

US HWY 287 & FM 1183  
MEINHARDT & ASSOCIATES ARCHITECTS  
CITY OF ENNIS, ELLIS COUNTY, TEXAS

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
RLG	RLG	04/11/2025	2413	069	C05.01

**BENCHMARKS:**  
BM#1: "X" SET IN CONCRETE IN CURB ON  
SOUTH SIDE OF SOUTHBOND US-287  
FRONTAGE ROAD, APPROX. 700-FT EAST  
OF THE INTERSECTION WITH FM 1183.

BM42: "X" SET IN CONCRETE IN CURB ON  
SOUTH SIDE OF SOUTHSIDE US-287  
FRONTAGE ROAD, APPROX. 1,290-FT  
EAST OF THE INTERSECTION WITH FM  
1183.  
ELEV. = 478.05

8'6" IN CONCRETE IN CURB ON  
SOUTH SIDE OF SOUTHWIND US-287  
FRONTAGE ROAD, APPROX. 2,270-FT  
EAST AND APPROX. 1,980-FT WEST OF  
INTERSECTION WITH RUDD RD.  
ELEV. = 483.50







Go To: [Title V Federal Operating Permits](#)

06/03/2025 -----AirPermits IMS - PROJECT RECORD -----

Project#: **382721**                      Status: **COMPLETE**  
Project Administrative Name: **CONCRETE BATCH PLANT**  
Project Technical Name: **CONCRETE BATCH PLANT**

PROJECT ACTIONS

Permit	Action Type	Permit Type	Received Date	Permit Status	Renewal Date	Action Status	Complete Date
164115L002	INITIAL	STDPMT	10/31/2024	ISSUED	01/24/2035	COMPLETE	01/24/2025

Assigned Staff:

REVIEW ENG: **JACHER , KRISTYN**                      REVIEWR1\_2: **VARGAS , ARIEL**

Customer Name: **ESTRADA CONCRETE COMPANY LLC**  
Legal Name: **Estrada Concrete Company, LLC**  
CN Number : **CN603805607**

Permit Information:

REGULATED ENTITY NUMBER: **RN110786613**

Permit	Account	Permittee Name	County	Region	City	State	Location
164115L002		CBP NO 421 SN12490611241	ELLIS	REGION 04 - DFW METROPLEX	ENNIS	TEXAS	3816 FARM TO MARKET ROAD 1183

FEE:

Permit	Action Type	Reference	Fee Receipt Number	Fee Amount Paid	Fee Refund Amount	Fee Receipt Date	Fee Payment Type
164115L002	INITIAL	728792	582EA000632291	900.00		10/31/2024	CC
164115L002	INITIAL	728793	582EA000632291	3000.00		10/31/2024	SURCHARGE

TRACKING ELEMENTS

TE Name	Start Date	Complete Date
FINAL PACKAGE TO TEAM LEADER OR SUPERVISOR FOR REVIEW (DATE)	01/21/2025	
1ST NOTICE OCC COMPLETE (DATE)	01/16/2025	
PUBLIC NOTICE COMMENT PERIOD (NSR 1ST NOTICE)	12/03/2024	01/07/2025
1ST PUBLIC NOTICE FINALIZED AND SENT (DATE)	11/27/2024	
APPLICATION IS TECHNICALLY COMPLETE (DATE)	11/26/2024	
COMPANY APPROVED DRAFT PUBLIC NOTICE (DATE)	11/25/2024	
PUBLIC NOTICE DRAFT SENT TO COMPANY (DATE)	11/19/2024	
COMPLIANCE HISTORY REVIEW COMPLETED (DATE)	11/18/2024	
ENGINEER INITIAL REVIEW COMPLETED (DATE)	11/18/2024	
APIRT TRANSFERRED PROJECT TO TECHNICAL STAFF (DATE)	11/06/2024	
PROJECT DECLARED ADMIN COMPLETE (DATE)	11/06/2024	
LEGISLATORS NOTIFIED OF DRAFT PERMIT	11/06/2024	
PROJECT RECEIVED BY ENGINEER (DATE)	11/05/2024	
APIRT PROJECT ASSIGNMENT REQUEST SENT	11/04/2024	
APIRT RECEIVED PROJECT (DATE)	10/31/2024	
EXPEDITED PERMITTING	10/31/2024	01/22/2025

PROJECT RULES:

Unit Desc	Rule Desc	On Application	Approve
CONCRETE BATCH PLANTS	6004	Y	Y

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Brooke Paup, *Chairwoman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

January 24, 2025

MR FRANCISCO ESTRADA  
PRESIDENT  
ESTRADA CONCRETE COMPANY LLC  
650 SKYLINE DR  
HUTCHINS TX 75141-4147

Re: Air Quality Standard Permit for Concrete Batch Plants  
(As amended effective January 24, 2024)  
Standard Permit Registration Number: 164115L002  
Expiration Date: January 24, 2035  
Estrada Concrete Company, LLC  
Concrete Batch Plant  
Ennis, Ellis County  
Regulated Entity Number: RN110786613  
Customer Reference Number: CN603805607

Dear Mr. Estrada:

Estrada Concrete Company, LLC submitted an application on October 31, 2024 to register construction of a temporary concrete batch plant to be located at 3816 Farm To Market Road 1183, Ennis, Ellis County.

The Texas Commission on Environmental Quality (TCEQ) has determined that your proposed construction is authorized under Title 30 Texas Administrative Code § 116.611 and Texas Health and Safety Code § 382.05195, if constructed and operated as described in your registration. The standard permit for concrete batch plants was amended and became effective on January 24, 2024.

Copies of the standard permit general conditions and air quality standard permit for concrete batch plants are enclosed. You must begin construction or modification of these facilities in accordance with the standard permit no later than 18 months after the date of this letter. After completion of construction or modification, the appropriate TCEQ Regional Office must be notified prior to commencing operation and the facility shall be operated in compliance with all applicable conditions of the claimed standard permit (enclosed). Also enclosed is a notification form for you to complete and send in prior to your construction or site move.

You are advised that your previous registration is void upon relocation of your facility to another plant site. If you desire to move back to any previous site, it will be necessary to register for either a standard permit or obtain a regular air permit to operate at that site.

If you need further information or have any questions, please contact Ms. Kristyn Jacher at (512) 239-1241 or write to the TCEQ, Office of Air, Air Permits Division, MC-163, P.O. Box 13087, Austin, Texas 78711-3087.



F.1.

Mr. Francisco Estrada

Page 2

January 24, 2025

Re: Standard Permit Registration Number: 164115L002

Sincerely,

A handwritten signature in black ink, appearing to read 'Samuel Short', followed by a long horizontal line extending to the right.

Samuel Short, Deputy Director

Air Permits Division

Office of Air

Texas Commission on Environmental Quality

Enclosure

cc: Mr. Josh Butler, Principal Consultant, Elm Creek Environmental, LLC, Wylie  
Air Section Manager, Region 4 - Dallas/Fort Worth

Project Number: 382721



**MOVING A PORTABLE FACILITY AUTHORIZED TO  
OPERATE UNDER A STANDARD PERMIT\***

TCEQ Air Quality Regulated Entity Number: RN110786613

1.	Company name:	Estrada Concrete Company, LLC				
	Office address:	650 Skyline Drive				
		Hutchins 75141-4147				
	Contact name and title:	Mr. Francisco Estrada, President				
	Telephone:		Fax:			
2.	Type of facility:	Concrete Batch Plant				
3. A.	Location <b>from</b> which plant is moving:					
(address, city, county, project name, exact location description)						
B.	Standard Permit or Permit by Rule Registration No. for previous location:					
C.	Last TCEQ Record No. (Found at end of approval letter):					
D.	Date actually started operating at site:					
E.	Last date at site:					
4. A.	Location <b>to</b> which the plant is to be moved:					
(address, city, county, project name, exact location description)						
B.	Proposed start of construction date:					
C.	Proposed start of operation date:					
D.	Expected length of time at new location:					
5.	Was this notification sent to:	Yes	No	TCEQ Air Permits Division, Austin?		
		Yes	No	TCEQ Regional Office?		
		Yes	No	Local air pollution program (if applicable)?		

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

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

Please fax this form to the appropriate TCEQ Region and Local Program(s) no later than 24 hours prior to moving the plant.

**\* Note - This form cannot be used to register a facility at a new site. It should be completed only when a facility is about to be moved to a site which has already been registered and approved by the TCEQ Executive Director.**



F.1.

This form has been developed as part of an effort by the TCEQ Office of Air, Air Permits Division to streamline standard permit registration reviews and the tracking of facilities that frequently relocate. This form confirms requested and approved locations for your portable facility and ensures that the Agency has accurate records to expedite future registration requests. This form should be used to notify the TCEQ Regional Offices and local air pollution control programs when relocating.

Whenever possible, please fax the completed form 24 hours prior to moving the plant. Copies should be faxed to the Air Permits Division in Austin (512) 239-1400 and the appropriate TCEQ Regional Office and Local Program(s).

<b>Regional Office FAX Numbers:</b> <a href="https://www.tceq.texas.gov/assets/public/comm_exec/pubs/gi/gi-002.pdf">https://www.tceq.texas.gov/assets/public/comm_exec/pubs/gi/gi-002.pdf</a>
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<b>Local Program FAX Numbers:</b> <a href="https://www.tceq.texas.gov/assets/public/permitting/air/local-programs.pdf">https://www.tceq.texas.gov/assets/public/permitting/air/local-programs.pdf</a>
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In addition, if a facility is **not** moving to a site that has been registered, please forward this form to the TCEQ Regional Offices and any affected local air pollution control programs.

Please send all correspondence or comments to the Texas Commission on Environmental Quality, Office of Air, Air Permits Division, Mechanical/Combustion Section, MC-163, P.O. Box 13087, Austin, Texas 78711-3087, FAX (512) 239-1400.



## Standard Permit General Conditions

The following general conditions are applicable to holders of standard permits, but will not necessarily be specifically stated within the standard permit document.

1. Protection of public health and welfare. The emissions from the facility must comply with all applicable rules and regulations of the commission adopted under the Texas Health and Safety Code, Chapter 382, and with intent of the TCAA, including protection of health and property of the public.
2. Standard permit representations. All representations with regard to construction plans, operating procedures, and maximum emission rates in any registration for a standard permit become conditions upon which the facility or changes thereto, must be constructed and operated. It is unlawful for any person to vary from such representations if the change will affect that person's right to claim a standard permit under this section. Any change in condition such that a person is no longer eligible to claim a standard permit under this section requires proper authorization under Title 30 Texas Administrative Code § 116.110 (30 TAC § 116.110) (relating to Applicability). Any changes in representations are subject to the following requirements:
  - (A) For the addition of a new facility, the owner or operator shall submit a new registration incorporating existing facilities with a fee, in accordance with §116.611 and §116.614 (relating to Registration to use a Standard Permit and Standard Permit Fees) prior to commencing construction. If the applicable standard permit requires public notice, construction of the new facility or facilities may not commence until the new registration has been issued by the executive director.
  - (B) For any change in the method of control of emissions, a change in the character of the emissions, or an increase in the discharge of the various emissions, the owner or operator shall submit written notification to the executive director describing the change(s), along with the designated fee, no later than 30 days after the change.
  - (C) For any other change to the representations, the owner or operator shall submit written notification to the executive director describing the change(s) no later than 30 days after the change.
  - (D) Any facility registered under a standard permit which contains conditions or procedures for addressing changes to the registered facility which differ from subparagraphs (A) - (C) of this paragraph shall comply with the applicable requirements of the standard permit in place of subparagraphs (A) - (C) of this paragraph.
3. Standard permit in lieu of permit amendment. All changes authorized by standard permit to a facility previously permitted under 30 TAC § 116.110 shall be administratively incorporated into that facility's permit at such time as the permit is amended or renewed.
4. Construction progress. Start of construction, construction interruptions exceeding 45 days, and completion of construction shall be reported to the appropriate regional office not later than 15 working days after occurrence of the event, except where a different time period is specified for a particular standard permit.
5. Start-up notification. The appropriate air program regional office of the commission and any other air pollution control program having jurisdiction shall be notified prior to the commencement of operations of the facilities authorized by the standard permit in such a manner that a representative of the executive director may be present. For phased construction, which may involve a series of units commencing operations at different times, the owner or operator of the facility shall provide separate notification for the commencement of operations for each unit. A particular standard permit may modify start-up notification requirements.



6. Sampling requirements. If sampling of stacks or process vents is required, the standard permit holder shall contact the Office of Air and any other air pollution control program having jurisdiction prior to sampling to obtain the proper data forms and procedures. All sampling and testing procedures must be approved by the executive director and coordinated with the regional representatives of the commission. The standard permit holder is also responsible for providing sampling facilities and conducting the sampling operations or contracting with an independent sampling consultant.
7. Equivalency of methods. The standard permit holder shall demonstrate or otherwise justify the equivalency of emission control methods, sampling or other emission testing methods, and monitoring methods proposed as alternatives to methods indicated in the conditions of the standard permit. Alternative methods must be applied for in writing and must be reviewed and approved by the executive director prior to their use in fulfilling any requirements of the standard permit.
8. Recordkeeping. A copy of the standard permit along with information and data sufficient to demonstrate applicability of and compliance with the standard permit shall be maintained in a file at the plant site and made available at the request of representatives of the executive director, the U.S. Environmental Protection Agency, or any air pollution control program having jurisdiction. For facilities that normally operate unattended, this information shall be maintained at the nearest staffed location within Texas specified by the standard permit holder in the standard permit registration. This information must include (but is not limited to) production records and operating hours. Additional recordkeeping requirements may be specified in the conditions of the standard permit. Information and data sufficient to demonstrate applicability of and compliance with the standard permit must be retained for at least two years following the date that the information or data is obtained. The copy of the standard permit must be maintained as a permanent record.
9. Maintenance of emission control. The facilities covered by the standard permit may not be operated unless all air pollution emission capture and abatement equipment is maintained in good working order and operating properly during normal facility operations. Notification for upsets and maintenance shall be made in accordance with 30 TAC §§ 101.201 and 101.211 (relating to Emissions Event Reporting and Recordkeeping Requirements, Scheduled Maintenance, Startup, and Shutdown Reporting and Recordkeeping Requirements, Recordkeeping; and Operational Requirements).
10. Compliance with rules. Registration of a standard permit by a standard permit applicant constitutes an acknowledgment and agreement that the holder will comply with all rules, regulations, and orders of the commission issued in conformity with the TCAA and the conditions precedent to the claiming of the standard permit. If more than one state or federal rule or regulation or permit condition is applicable, the most stringent limit or condition shall govern. Acceptance includes consent to the entrance of commission employees and designated representatives of any air pollution control program having jurisdiction into the permitted premises at reasonable times to investigate conditions relating to the emission or concentration of air contaminants, including compliance with the standard permit.
11. Distance Limitations. Distance limitations, setbacks, and buffer zones. Notwithstanding any requirement in any standard permit, if a standard permit for a facility requires a distance, setback, or buffer from other property or structures as a condition of the permit, the determination of whether the distance, setback, or buffer is satisfied shall be made on the basis of conditions existing at the earlier of:
  1. The date new construction, expansion, or modification of a facility begins; or
  2. The date any application or notice of intent is first filed with the commission to obtain approval for the construction or operation of the facility.



# AIR QUALITY STANDARD PERMIT FOR CONCRETE BATCH PLANTS

**Effective Date: January 24, 2024**

## **(1) Applicability**

- (A) This air quality standard permit authorizes concrete batch plant facilities that meet all of the conditions listed in sections (1) through (7) and sections (8) or (9). Concrete batch plants that are authorized as temporary operations shall also comply with section (10) for relocation requirements. If a concrete batch plant operates using sections (8) or (9) of this standard permit and operational changes are proposed that would change the applicable section, the owner or operator shall reregister for the concrete batch plant standard permit prior to operating the change.
- (B) This standard permit does not authorize emission increases of any air contaminant that is specifically prohibited by a condition or conditions in any permit issued under Title 30 Texas Administrative Code (30 TAC) Chapter 116, Control of Air Pollution by Permits for New Construction or Modification, at the site.
- (C) This standard permit does not relieve the owner or operator from complying with any other applicable provision of the Texas Health and Safety Code (THSC), Texas Water Code, rules of the Texas Commission on Environmental Quality (TCEQ), or any additional state or federal regulations.
- (D) Facilities that meet the conditions of this standard permit do not have to meet the emissions and distance limitations in 30 TAC § 116.610(a)(1).

## **(2) Definitions**

- (A) Auxiliary storage tank – Storage containers used to hold raw materials for use in the batching process not including petroleum products and fuel storage tanks.
- (B) Cohesive hard surface - An in-plant road surface preparation including, but not limited to, paving with concrete, asphalt, or other similar surface preparation where the road surface remains intact during vehicle and equipment use and is capable of being cleaned. Cleaning mechanisms may include water washing, sweeping, or vacuuming.
- (C) Concrete batch plant - For the concrete batch plant standard permit, it is a plant that consists of a concrete batch facility and associated abatement equipment, including, but not limited to: material storage silos, aggregate storage bins, auxiliary storage tanks, conveyors, weigh hoppers, and a mixer. Concrete batch plants can add water, Portland cement, and aggregates into a delivery truck, or the concrete may be prepared in a central mix drum and transferred to a delivery truck for transport. This definition does not include operations that meet the requirements of 30 TAC § 106.141, Batch Mixer or 30 TAC § 106.146, Soil Stabilization Plants.
- (D) Central mix plant (also known as wet mix) – A concrete batch plant where sand, aggregate, cement, cement supplement, and water are all combined and mixed in a central mix drum before being transferred to a transport truck.
- (E) Dust suppressing fencing or other equivalent barrier - A manmade obstruction that is at least 12 feet high that is used to prevent fugitive dust from stationary equipment, stockpiles, in-plant roads, and traffic areas from leaving the plant property.
- (F) Permanent concrete batch plant - For the concrete batch plant standard permit, it is a concrete batch plant that is not a temporary or specialty concrete batch plant.



- (G) Related project segments - For plants on a Texas Department of Transportation right-of-way, related project segments are one contract with multiple project locations or one contractor with multiple contracts in which separate project limits are in close proximity to each other. A plant that is sited on the right-of-way is usually within project limits. However, a plant located at an intersection or wider right-of-way outside project limits is acceptable if it can be easily associated with the project.
- (H) Right-of-way of a public works project - Any public works project that is associated with a right-of-way. Examples of right-of-way public works projects are public highways and roads, water and sewer pipelines, electrical transmission lines, and other similar works. A facility must be in or contiguous to the right-of-way of the public works project to be exempt from the public notice requirements listed in THSC, § 382.056, Notice of Intent to Obtain Permit or Permit Review; Hearing.
- (I) Setback distance - The minimum distance from the nearest suction shroud fabric/cartridge filter exhaust (truck mix plant), drum feed fabric/cartridge filter exhaust (central mix plant), batch mixer feed exhaust (specialty plant), cement/fly ash storage silos, and/or engine to any property line.
- (J) Site - The total of all stationary sources located on one or more contiguous or adjacent properties, that are under common control of the same person (or persons under common control).
- (K) Specialty concrete batch plant - For the concrete batch plant standard permit, it is a concrete batch plant with a low production concrete mixing plant that manufactures concrete less than or equal to 60 cubic yards per hour (yd<sup>3</sup>/hr). These plants are typically dedicated to manufacturing precast concrete products, including but not limited to burial vaults, septic tanks, yard ornaments, concrete block, and pipe, etc. This does not include small repair projects using mortar, grout, gunite, or other concrete repair materials.
- (L) Stationary internal combustion engine - For the concrete batch plant standard permit, it is any internal combustion engine that remains at a location for more than 12 consecutive months and is not defined as a nonroad engine according to 40 Code of Federal Regulations (CFR) 89.2, Definitions.
- (M) Temporary concrete batch plant - For the concrete batch plant standard permit, it is a concrete batch plant that occupies a designated site for not more than 180 consecutive days or that supplies concrete for a single project (single contract or same contractor for related project segments), but not for other unrelated projects.
- (N) Traffic areas - For the concrete batch plant standard permit, it is an area within the concrete batch plant that includes stockpiles and the area where mobile equipment moves or supplies aggregate to the batch plant and trucks supply aggregate and cement.
- (O) Truck mix plant – A concrete batch plant where sand, aggregate, cement, cement supplement, and water are all gravity fed from the weigh hopper into mixer trucks. The concrete is mixed on the way to the site where the concrete is to be placed.

### **(3) Administrative Requirements**

- (A) The owner or operator of any concrete batch plant seeking authorization under this standard permit shall register in accordance with 30 TAC § 116.611, Registration to Use a Standard Permit. Owners or operators shall submit a completed, current PI-1S-CBP, Concrete Batch Plant Standard Permit Registration Application.
- (B) Owners or operators shall also comply with 30 TAC § 116.614, Standard Permit Fees when they are required to complete public notice under section four of this standard permit.



- (C) No owner or operator of a concrete batch plant shall begin construction or operation without obtaining written approval from the executive director.
- (D) The time period in 30 TAC § 116.611(b) (45 days) does not apply to owners or operators registering plants under this standard permit.
- (E) Beginning on the effective date, all new and modified sources must comply with this standard permit.
- (F) Renewals shall comply with this standard permit on the later of:
  - (i) Two years from the effective date; or
  - (ii) the date the facility's registration is renewed.
- (G) Owners or operators of temporary concrete plants seeking registration and those already registered for this standard permit that qualify for relocation under subsection (10)(A) are exempt from public notice requirements in section (4) of this standard permit.
- (H) During start of construction, the owner or operator of a plant shall comply with 30 TAC § 116.120(a)(1), Voiding of Permits, and commence construction within 18 months of written approval from the executive director.
- (I) Owners or operators are not required to submit air dispersion modeling as a part of this concrete batch plant standard permit registration.
- (J) Owners or operators shall keep written records on-site for a rolling 24-month period. Owners or operators shall make these records available at the request of TCEQ personnel or any air pollution control program having jurisdiction. Records shall be maintained on-site for the following including, but not limited to:
  - (i) 30 TAC § 101.201, Emissions Event Reporting and Recordkeeping Requirements;
  - (ii) 30 TAC § 101.211, Scheduled Maintenance, Startup, and Shutdown Reporting and Recordkeeping Requirements;
  - (iii) production rates for hourly and annual operations that demonstrate compliance with the tables in subsection (8)(A) or the production limitations in subsection (9)(A) of this standard permit, as applicable;
  - (iv) all repairs and maintenance of abatement systems and other dust suppression controls;
  - (v) Material Safety Data Sheets for all additives and other chemicals used at the site;
  - (vi) road cleaning, application of road dust control, or road maintenance for dust control;
  - (vii) stockpile dust suppression;
  - (viii) monthly silo warning device or shut-off system tests;
  - (ix) quarterly visible emissions observations and any corrective actions required to control excess visible emissions;
  - (x) demonstration of compliance with subsection (6)(B) of this standard permit;
  - (xi) type of fuel used to power engines authorized by this standard permit; and



- (xii) demonstration of compliance with subsection (5)(L) of this standard permit.
- (K) Owners or operators will document and report abatement equipment failure or visible emissions deviations in excess of paragraph (5)(B)(iii) in accordance with 30 TAC Chapter 101, General Air Quality Rules as appropriate.

#### **(4) Public Notice**

The owner or operator shall follow the notice requirements in 30 TAC Chapter 39, Public Notice, unless a temporary concrete batch plant is exempted from public notice under 30 TAC § 116.178(b), Relocations and Changes of Location of Portable Facilities.

#### **(5) General Requirements**

- (A) Owners or operators shall vent all cement/fly ash storage silos, weigh hoppers, and auxiliary storage tanks to a fabric/cartridge filter or to a central fabric/cartridge filter system except as allowed by subsection (9)(B).
- (B) Owners or operators shall maintain fabric or cartridge filters and collection systems in good working condition by meeting all the following:
  - (i) operating them properly with no tears or leaks;
  - (ii) using filter systems (including any central filter system) designed to meet a minimum control efficiency of at least 99.5 percent at particle sizes of 2.5 microns and smaller;
  - (iii) meeting a performance standard of no visible emissions exceeding 30 seconds in any six-minute period as determined using United States Environmental Protection Agency (EPA) Test Method (TM) 22 in Appendix A-7 to Part 60 - Test Methods 19 through 25E; and
  - (iv) sufficiently illuminating silo filter exhaust systems when cement or fly ash silos are filled during non-daylight hours to enable a determination of compliance with the visible emissions requirement in paragraph (5)(B)(iii) of this standard permit.
- (C) When transferring cement/fly ash, owners or operators shall:
  - (i) totally enclose conveying systems to and from storage silos and auxiliary storage tanks, operate them properly, and maintain them with no tears or leaks; and
  - (ii) maintain the conveying system using a performance standard of no visible emissions exceeding 30 seconds in any six-minute period as determined using EPA TM 22 in Appendix A-7 to Part 60 - Test Methods 19 through 25E, except during cement and fly ash tanker connect and disconnect.
- (D) The owner or operator shall install an automatic shut-off or warning device on storage silos.
  - (i) An automatic shut-off device on the silo shall shut down the loading of the silo or auxiliary storage tank prior to reaching its capacity during loading operations to avoid adversely impacting the pollution abatement equipment or other parts of the loading operation.
  - (ii) If a warning device is used, it shall alert operators in sufficient time to prevent an adverse impact on the pollution abatement equipment or other parts of the loading operation. Visible warning devices shall be kept free of particulate build-up at all times.



- (iii) Silo and auxiliary storage tank warning devices or shut-off systems shall be tested at least once monthly during operations and records shall be kept indicating test and repair results according to subsection (3)(J) of this standard permit. Silo and auxiliary storage tank loading and unloading shall not be conducted with inoperative or faulty warning or shut-off devices.
- (E) Owners or operators shall control emissions from in-plant roads and traffic areas at all times by one or more of the following methods:
  - (i) watering them;
  - (ii) treating them with dust-suppressant chemicals as described in the application of aqueous detergents, surfactants, and other cleaning solutions in the de minimis list;
  - (iii) covering them with a material such as, (but not limited to), roofing shingles or tire chips and used in combination with (i) or (ii) of this subsection; or
  - (iv) paving them with a cohesive hard surface that is maintained intact and cleaned regularly.
- (F) Owners or operators shall use water, dust-suppressant chemicals, or cover stockpiles, as necessary to minimize dust emissions. Stockpiles shall be limited to a total of no more than 1.5 acres.
- (G) Owners or operators shall immediately clean up spilled materials. To minimize dust emissions, owners or operators shall contain, or dampen spilled materials.
- (H) There shall be no visible fugitive emissions leaving the property. Observations for visible emissions shall be performed and recorded quarterly. The visible emissions determination shall be made during normal plant operations. Observations shall be made on the downwind property line for a minimum of six minutes. If visible emissions are observed, an evaluation must be accomplished in accordance with EPA TM 22 in Appendix A-7 to Part 60 - Test Methods 19 through 25E, using the criteria that visible emissions shall not exceed a cumulative 30 seconds in duration in any six-minute period. If visible emissions exceed the TM 22 criteria, immediate action shall be taken to eliminate the excessive visible emissions. The corrective action shall be documented within 24 business hours of completion.
- (I) The owner or operator shall locate the concrete batch plant operating under this standard permit at least 550 feet from any crushing plant or hot mix asphalt plant. The owner or operator shall measure from the closest point on the concrete batch plant to the closest point on any other facility. If the owner or operator cannot meet this distance, then the owner or operator shall not operate the concrete batch plant at the same time as the crushing plant or hot mix asphalt plant.
- (J) When operating multiple concrete batch plants on the same site, the owner or operator shall comply with the appropriate site production and setback limits specified in sections (8) or (9) of this standard permit.
- (K) Concrete additives shall not emit volatile organic compounds (VOCs).
- (L) All sand and aggregate shall be washed prior to delivery to the site.
- (M) Any claim under this standard permit shall comply with the following:
  - (i) 30 TAC § 116.604, Duration and Renewal of Registrations to Use Standard Permits;



- (ii) 30 TAC § 116.605(d)(1), Standard Permit Amendment and Revocation;
  - (iii) 30 TAC § 116.614;
  - (iv) the public notice processes established in THSC, § 382.055, Review and Renewal of Preconstruction Permit;
  - (v) the public notice processes established in THSC, § 382.056;
  - (vi) the contested case hearing and public notice requirements established in 30 TAC § 55.152(a)(2), Public Comment Period; and
  - (vii) the contested case hearing and public notice requirements established in 30 TAC § 55.201(h)(i)(C), Requests for Reconsideration or Contested Case Hearing.
- (N) The owner or operator of any concrete batch plant authorized by this standard permit shall comply with 30 TAC § 101.4, Nuisance.

## **(6) Engines**

- (A) This standard permit authorizes emissions from a stationary compression ignition internal combustion engine (or combination of engines) of no more than 1,000 total horsepower (hp).
- (B) Owners or operators of concrete batch plants that include one or more stationary compression ignition internal combustion engines shall comply with additional applicable engine requirements in 40 CFR 60 Subpart IIII, Standards of Performance for Stationary Compression Ignition Internal Combustion Engines, 40 CFR 63, Subpart ZZZZ, National Emissions Standards for Hazardous Air Pollutants for Stationary Reciprocating Internal Combustion Engines, 30 TAC Chapter 117, Control of Air Pollution from Nitrogen Compounds, and any other applicable state or federal regulation.
- (C) Engine exhaust stacks shall be a minimum of eight feet tall.
- (D) Fuel for the engine shall be liquid fuel with a maximum sulfur content of no more than 0.0015 percent by weight and shall not consist of a blend containing waste oils or solvents.
- (E) Emissions from the engine(s) shall not exceed 2.61 grams per horsepower-hour (g/hp-hr) of NO<sub>x</sub>, per manufacturer's specifications. A copy of the manufacturer's specifications shall be kept at the site.
- (F) If engines are being used for electrical power or equipment operations, then the site is limited to a total of 1,000 hp in simultaneous operation. There are no restrictions to engine operations if the engines will be on-site for less than 12 consecutive months.

## **(7) Planned Maintenance, Startup, and Shutdown (MSS) Activities**

This standard permit authorizes operations including planned startup and shutdown emissions. Maintenance activities are not authorized by this standard permit and will need separate authorization unless the activity can meet the conditions of 30 TAC § 116.119, De Minimis Facilities or Sources.

## **(8) Operational Requirements for Permanent and Temporary Concrete Plants**

- (A) Concrete batch plants authorized under this standard permit shall be limited to the maximum hourly production rate, and minimum setback distances for the suction shroud



fabric/cartridge filter exhaust (truck mix plant), drum feed fabric/cartridge filter exhaust (central mix plant), cement/fly ash storage silos, and/or engine, based upon the plant location as follows:

- (i) A single truck mix plant shall operate under the requirements in subsection (8)(E) and shall comply with Table 1 below, except as provided in paragraph (A)(ii) of this section.

**Table 1: Production Rates and Setback Distances, single truck mix plant with shrouded mixer truck-receiving funnel.**

Location (County)	Production Rate	Setback Distance (ft)
Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller	200 yd <sup>3</sup> /hour	200
Cameron and Hidalgo		300
All other counties		100

- (ii) A single truck mix plant operating under the requirements in subsection (8)(E) and subsection (8)(F) shall comply with Table 2 below.

**Table 2: Production Rates and Setback Distances, single truck mix plant with shrouded mixer truck-receiving funnel and enclosure.**

Location (County)	Production Rate	Setback Distance (ft)
All counties	200 yd <sup>3</sup> /hour	100

- (iii) Multiple truck mix plants at the same site operating under the requirements in subsection (8)(E) and subsection (8)(F) shall comply with Table 3 below.

**Table 3: Production Rates and Setback Distances, multiple truck mix plants at a single site with enclosure.**

Location (County)	Total Site Production Rate	Setback Distance (ft) for each Plant
Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller	300 yd <sup>3</sup> /hour	200
Cameron and Hidalgo		200
All other counties		100

- (iv) Central mix plants shall comply with Table 4 below.

**Table 4: Production Rates and Setback Distances, central mix plants.**

Location (County)	Production Rate	Setback Distance (ft)
Cameron and Hidalgo	300 yd <sup>3</sup> /hour	200
All other counties		100



- (B) Temporary concrete batch plants approved to operate in or contiguous to the right-of-way of a public works project are exempt from subsections (8)(E) and (F) and the minimum setback distances.
- (C) Concrete batch plants shall be limited to a maximum production rate of no more than 650,000 cubic yards per year (yd<sup>3</sup>/yr) in any rolling 12-month period.
- (D) The owner or operator shall install and properly maintain a suction shroud at the truck mix batch drop point or a total enclosure of the central mix drum feed exhaust and vent the captured emissions to a fabric/cartridge filter system with a minimum of 5,000 actual cubic feet per minute (acfm) of air.
- (E) For truck mix plants, the owner or operator shall shelter the drop point by an intact three-sided enclosure with a flexible shroud hanging from above the truck, or equivalent dust collection technology that extends below the mixer truck-receiving funnel.
- (F) For alternative setback distances as listed in subsection (8)(A) Tables 2 and 3, in addition to subsection (8)(E), the owner or operator of truck mix plants shall shelter the truck loading operation with a three-sided solid enclosure or equivalent that extends from the ground level to three feet above the truck-receiving funnel.
- (G) For permanent plants, the owner or operator shall prevent tracking of sediment onto adjacent roadways and reduce the generation of dust by one or more of the following methods:
  - (i) watering, sweeping, and cleaning the plant road entrances;
  - (ii) the use of a rumble grate (or equivalent) that is placed at least 50 feet from a public road to dislodge sediment from the wheels and undercarriage of trucks that haul aggregate, cement, and/or concrete;
  - (iii) the use of a vacuum truck (or equivalent) to clean the plant road entrances; or
  - (iv) the use of a tire-wash system (or equivalent) to remove sediment from the wheels and undercarriage of trucks that haul aggregate, cement, and/or concrete. It shall be (1) located in front of some type of traffic restriction such as a scale, plant gate or a stop sign to encourage its proper use, and (2) shall be set back at least 50 feet from the public road. This permit does not authorize the construction and/or use of a truck washing system under Texas Water Code Chapter 26.
- (H) Stationary equipment (excluding the suction shroud fabric/cartridge filter exhaust, drum feed fabric/cartridge filter exhaust, cement/fly ash storage silos, and engine), stockpiles, and vehicles used for the operation of the concrete batch plant (except for incidental traffic and the entrance and exit to the site), shall not be located closer than 50 feet less than the applicable minimum setback distance listed in subsection (8)(A) from any property line.
- (I) In lieu of meeting the distance requirements for roads of subsection (8)(H) of this standard permit, the owner or operator shall:
  - (i) construct and maintain in good working order dust suppressing fencing or other equivalent barriers as a border around roads, other traffic areas, and work areas; and
  - (ii) construct these borders to a height of at least 12 feet.
- (J) In lieu of meeting the distance requirements for stockpiles of subsection (8)(H) of this standard permit, the owner or operator shall contain stockpiles within a three-walled bunker that extends at least two feet above the top of the stockpile.



- (K) For permanent plants, the owner or operator shall pave all entry and exit roads and main traffic routes associated with the operation of the concrete batch plant (including batch truck and material delivery truck roads) with a cohesive hard surface that shall be cleaned and maintained intact. All batch trucks and material delivery trucks shall remain on the paved surface when entering, conducting primary function, and leaving the property. The owner or operator shall maintain other traffic areas using the control requirements of subsection (5)(E) of this standard permit.

## (9) Additional Requirements for Specialty Concrete Batch Plants

- (A) Specialty concrete batch plants authorized under this standard permit shall be limited to the maximum hourly production rate, maximum annual production rate in any rolling 12-month period, and minimum setback distance for the batch mixer feed exhaust as follows:

**Table 5: Hourly and Annual Maximum Production Rates and Minimum Setback Distances, Specialty Concrete Batch Plants**

Maximum Hourly Production Rate (yd <sup>3</sup> /hr)	Maximum Annual Production Rate (yd <sup>3</sup> /yr)	Minimum Setback Distance (ft)
No more than 30	131,400	100
More than 30 but less than or equal to 60	262,800	200

- (B) As an alternative to the requirement in subsection (5)(A) of this standard permit, the owner or operator may vent the cement/fly ash weigh hopper inside the batch mixer.
- (C) The owner or operator shall control dust emissions at the batch mixer feed so that no outdoor visible emissions occur by one of the following:
- (i) using a suction shroud or other pickup device delivering air to a fabric or cartridge filter;
  - (ii) using an enclosed batch mixer feed; or
  - (iii) conducting the entire mixing operation inside an enclosed process building.
- (D) The owner or operator shall not operate vehicles used for the operation of the concrete batch plant (except for incidental traffic and the entrance and exit to the site) within a minimum buffer distance of 50 feet less than the applicable minimum setback distance listed in subsection (9)(A) from any property line.
- (E) In lieu of meeting the buffer distance requirement for roads and other traffic areas in subsection (9)(D) of this standard permit, owners or operators shall:
- (i) construct dust suppressing fencing or other barriers as a border around roads, other traffic areas, and work areas; and
  - (ii) construct these borders to a height of at least 12 feet.

## Temporary Concrete Plants Relocation Requirements

- (A) The appropriate TCEQ regional office may approve, without the need of public notice referenced in section (4) of this standard permit, the relocation of a temporary concrete batch plant that has previously been determined by the commission to be in compliance with the technical requirements of the concrete batch plant standard permit version



adopted at registration that provides the information listed under section (10)(B) and meets one of the following conditions:

- (i) a registered portable facility and associated equipment are moving to a site for support of a public works project in which the proposed site is located in or contiguous to the right-of-way of the public works project; or
  - (ii) a registered portable facility is moving to a site in which a portable facility has been located at the site at any time during the previous two years and the site was subject to public notice.
- (B) For relocations meeting subsection (10)(A) of this standard permit, the owner or operator must submit to the regional office and any local air pollution control agency having jurisdiction at least 12 business days prior to locating at the site:
- (i) the company name, address, company contact, and telephone number;
  - (ii) the regulated entity number (RN), customer reference number (CN), applicable permit or registration numbers, and if available, the TCEQ account number;
  - (iii) the location from which the facility is moving (current location);
  - (iv) a location description of the proposed site (city, county, and exact physical location description);
  - (v) a scaled plot plan that identifies the location of all equipment and stockpiles, and also indicates that the required setback distances to the property lines can be met at the new location;
  - (vi) representation of maximum hourly and annual site production;
  - (vii) a scaled area map that clearly indicates how the proposed site is contiguous or adjacent to the right-of-way of a public works project (if required);
  - (viii) the proposed date for start of construction and expected date for start of operation;
  - (ix) the expected time period at the proposed site;
  - (x) the permit or registration number of the portable facility that was located at the proposed site any time during the last two years, and the date the facility was last located there. This information is not necessary if the relocation request is for a public works project that is contiguous or adjacent to the right-of-way of a public works project; and
  - (xi) proof that the proposed site had accomplished public notice, as required by 30 TAC Chapter 39. This proof is not necessary if the relocation request is for a public works project that is contiguous or adjacent to the right-of-way of a public works project.
- (C) The owner or operator shall submit a completed current TCEQ Regional Notification Standard Permit/PBR Relocation Form when applying to relocate a temporary concrete batch plant.



F.1.

Sec. 13-159. - Noise prohibited.

- (a) In addition to the other noise restrictions in this article, no person shall make, cause, suffer, allow or permit unreasonably loud noises in such a manner, or with such volume, intensity or duration, so as to disturb a reasonable person of ordinary sensibilities. A decibel level shall not be required for the enforcement of this section.
- (b) This section is intended to apply to, but is not limited to, unreasonable noises in the form of:
- (1) *Construction work*. Noise created by construction work within three hundred (300) feet of an occupied residential structure involving the erection, excavation, demolition, alteration, or repair of any building, structure, or flatwork is prohibited as follows:


Before 7:00 a.m. or after 8:00 p.m.	Monday — Friday
Before 9:00 a.m. or after 8:00 p.m.	Saturday — Sunday

The city manager or designee may grant a permit to exceed the times above for a period not to exceed three (3) days in the case of urgent necessity and in the interest of public safety and convenience.


- (2) *Musical instruments*. The playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence.
- (3) *Horns or other signal devices*. The continued or frequent sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle except as a danger or warning signal; the creation by means of any such signal device of any unreasonably loud or harsh device for any unnecessary and unreasonable period of time.
- (4) *Operation of vehicles*. The running of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary grating, grinding, jarring or rattling noise or vibrations.
- (5) *Maintenance equipment*. Noise created by the operation of tools and domestic maintenance equipment powered by external air compressors or internal combustion engines including, but not limited to, use of lawn mowers, hedge clippers, chain saws, or similar domestic power maintenance equipment, during the hours between 6:00 a.m. and 9:00 p.m.

(Ord. No. 23-0718-H3, § 2, 7-18-23)





## City Commission – Regular Session




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# Public Hearings - F


- **F.\_\_\_\_** - Conduct a Public Hearing and discuss and consider an Ordinance granting a Specific Use Permit for a Temporary Concrete Batch Plant located on an approximate 14.7631 acre portion of Lot 1, Block B in the Loloi Rugs Addition, Ellis CAD ID 310059, and otherwise known as 2151 Highway 287 Bypass, zoned Light Industrial and Manufacturing (L-IM).

Case No. SUP-25-1

1



## P&Z Case # SUP-25-1



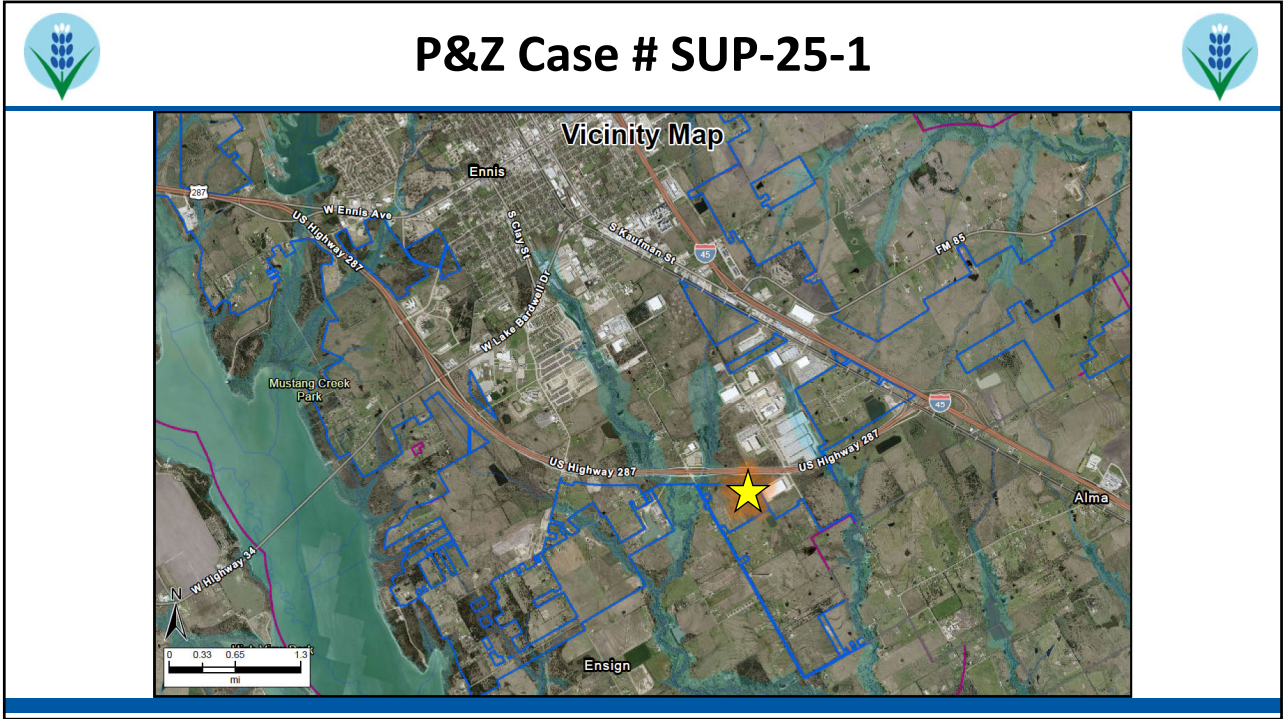
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### Overview:

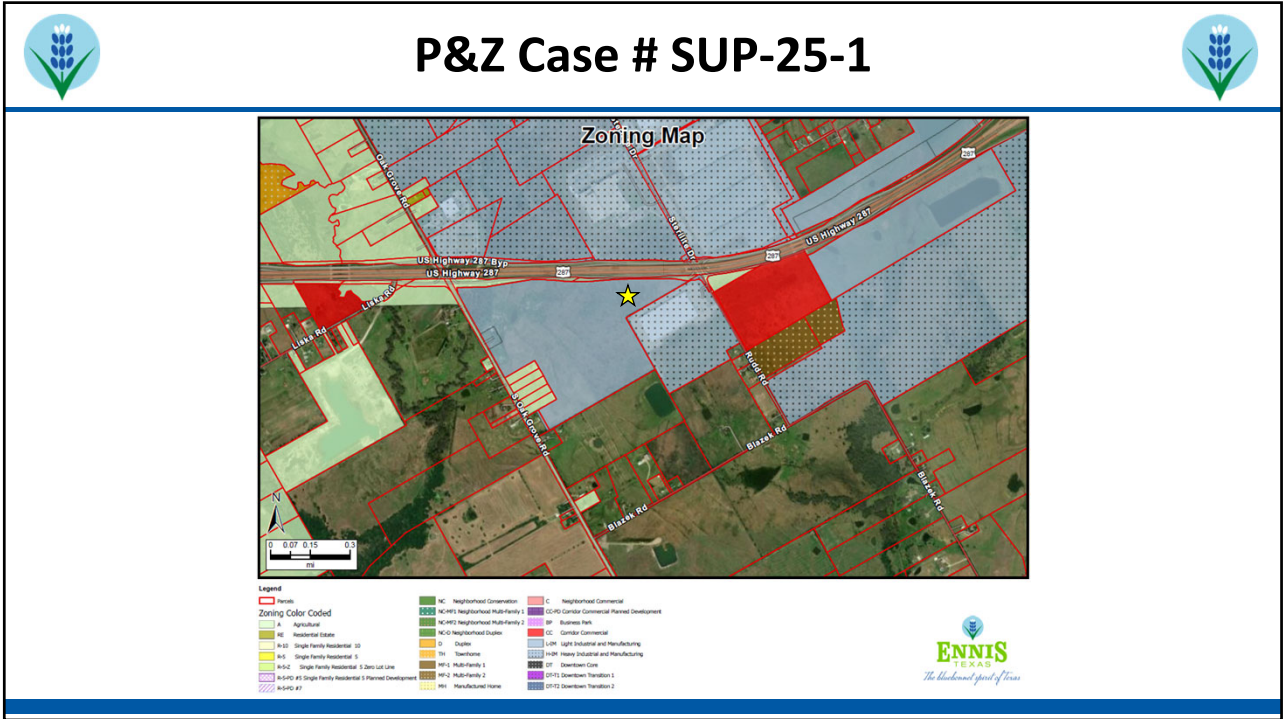
- Location: Ward 1
- Requested by: Elm Creek Environmental LLC
- For: 14.7631 Acres, Portion of Lot 1, Blk B, Loloi Rugs Add.  
(Construction site of Loloi Rugs Texas Distribution Headquarters)
- Specific Use Permit: Temporary Concrete Batch Plant in L-IM District
- Expiration: 12 months from date of approval by Ordinance
- Notices: 13 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 6/23/25
- P&Z Commission Approved the Request

2



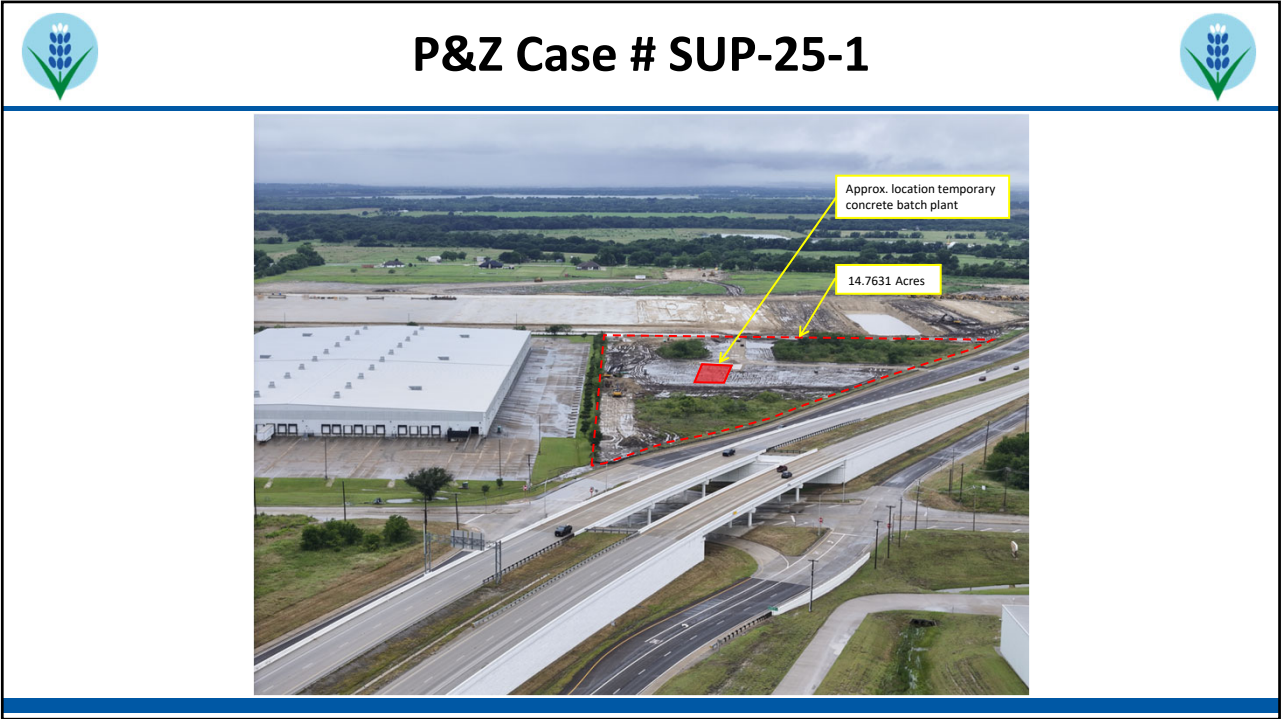


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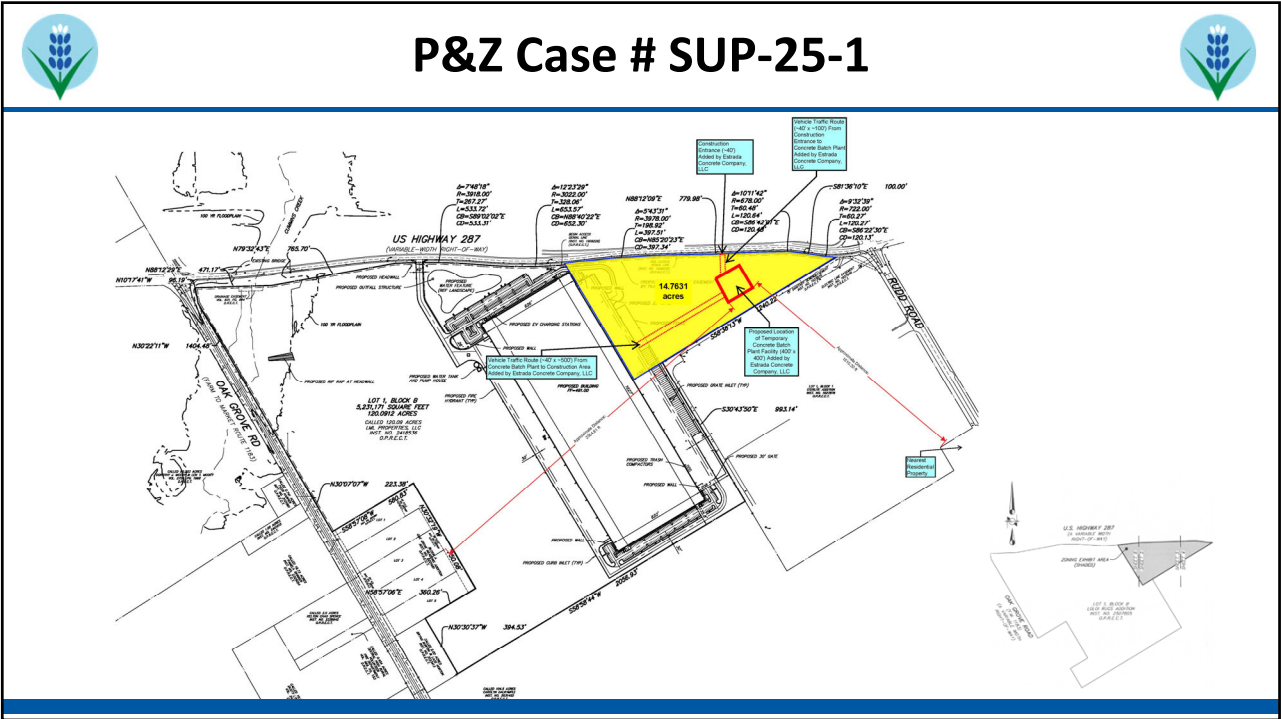


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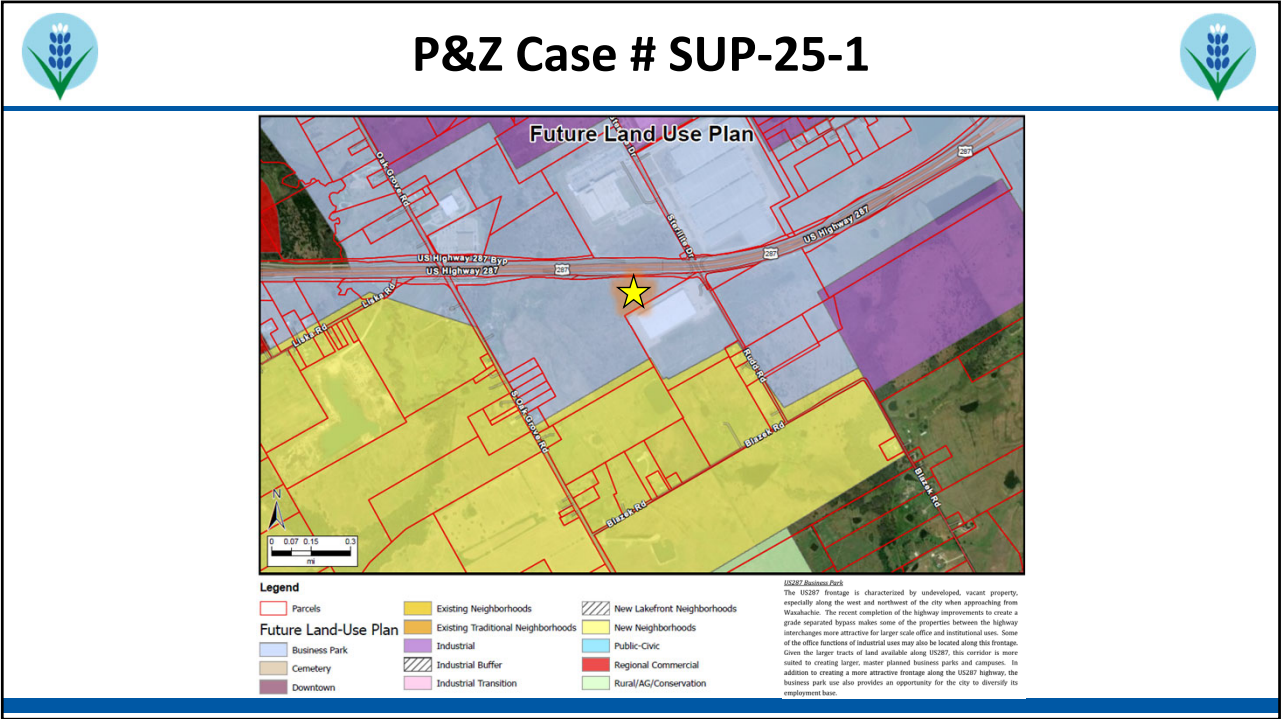


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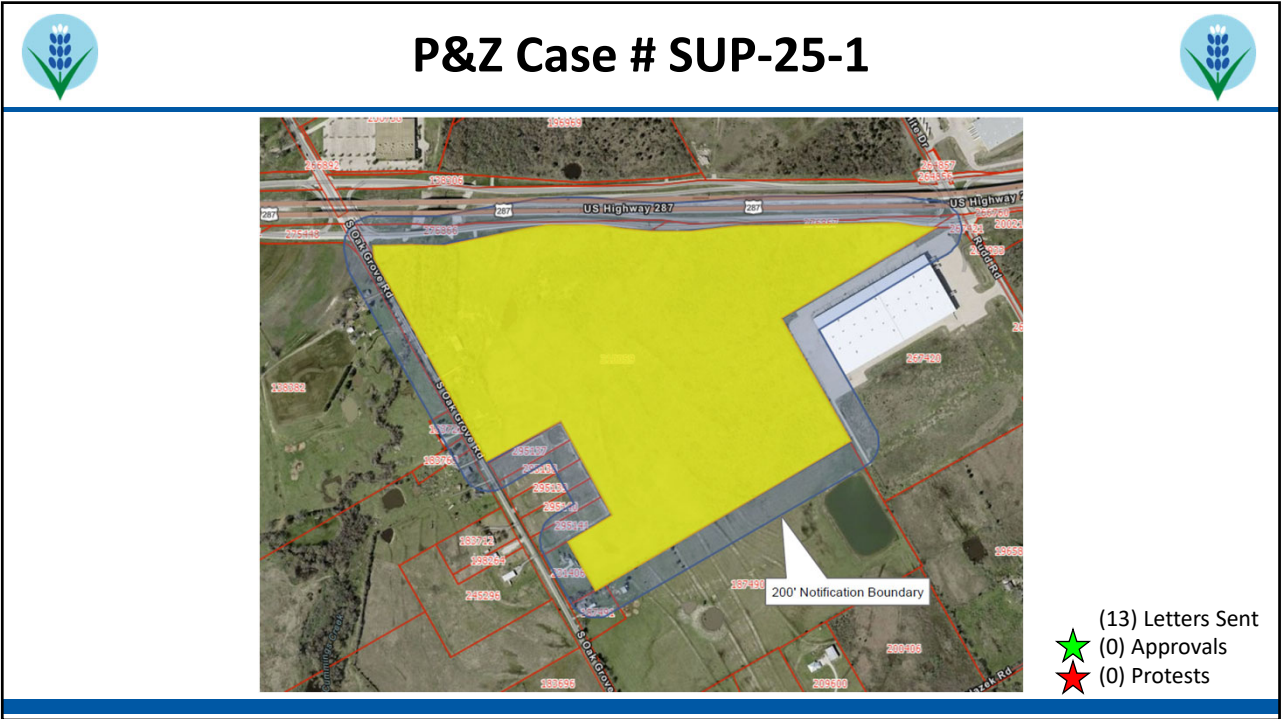


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7




8





## P&Z Case # SUP-25-1




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**Overview:**


- Location: Ward 1
- Requested by: Elm Creek Environmental LLC
- For: 14.7631 Acres, Portion of Lot 1, Blk B, Loloi Rugs Add.  
(Construction site of Loloi Rugs Texas Distribution Headquarters)
- Specific Use Permit: Temporary Concrete Batch Plant in L-IM District
- Expiration: 12 months from date of approval by Ordinance
- Notices: 13 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 6/23/25
- P&Z Commission Approved the Request

**P&Z Commission Recommends Approval**

9



## City Commission – Regular Session



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# Public Hearings - F

- **F. \_\_** - Conduct a Public Hearing and discuss and consider an Ordinance granting a Specific Use Permit for a Temporary Concrete Batch Plant located on an approximate 14.7631 acre portion of Lot 1, Block B in the Loloi Rugs Addition, Ellis CAD ID 310059, and otherwise known as 2151 Highway 287 Bypass, zoned Light Industrial and Manufacturing (L-IM).

**Open the Public Hearing**  
**Public Comment**  
**Close the Public Hearing**

**Motion, Second, Discussion & Vote**

10





**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR A TEMPORARY CONCRETE BATCH PLANT LOCATED ON AN APPROXIMATE 14.7631 ACRE PORTION OF LOT 1, BLOCK B IN THE LOLOI RUGS ADDITION, ELLIS CAD ID 310059, AND OTHERWISE KNOWN AS 2151 HIGHWAY 287 BYPASS, ZONED LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT (L-IM; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR AN OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR LAND USE REGULATIONS; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) PENALTY CLAUSE FOR EACH OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Elm Creek Environmental LLC has requested a Specific Use Permit (“SUP”) for a Temporary Concrete Batch Plant to be located on an approximate 14.7631 acre tract of land, located on a portion of Lot 1, Block B in the Loloi Rugs Addition, Ellis CAD ID 310059, 2151 Highway 287 Bypass (the “Property”), said portion more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Plant Location”); 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 approval of the SUP; and

**WHEREAS**, in accordance with Article 3.3.3 of the City of Ennis Unified Development Ordinance, the City Commission and the Planning and Zoning Commission have determined that the requested Specific Use Permit is in compliance with the comprehensive plan, establishes a use permitted under the ordinance, the location is clearly defined by the attached **Exhibit A**, is wholly compatible with the use and permitted development of adjacent properties, mitigates traffic impacts, and is in keeping with the intent and purpose of the City of Ennis Unified Development Ordinance; and



**WHEREAS**, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Commission at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the review criteria in Sections 3.2.7(2) and 3.3 of the Unified Development Ordinance and concluded that an SUP should be granted subject to the conditions set forth in this Ordinance,

**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. Specific Use Permit Granted.** A Specific Use Permit (SUP) for a Temporary Concrete Batch Plant is granted to Elm Creek Environmental LLC, for the Property, subject to the following conditions:

1. The SUP shall expire within twelve (12) months of the date of this Ordinance.
2. The SUP may not be transferred or assigned. The City Commission may initiate repeal of the SUP upon a change of ownership of the Property.
3. The Temporary Concrete Batch Plant may only be located and operated on the Plant Location as depicted in Exhibit A.
4. Permitted hours of operation: Monday through Saturday, 3:00 A.M. to 5:00 P.M.
5. Access to the Temporary Concrete Batch Plant shall be permissible only by use of the construction entrance off of the US Highway 287 Bypass frontage road.
6. All concrete mixed at this location is to be used for onsite construction and may not be transported for off-site use.
7. Parking or staging along the US Highway 287 Bypass frontage road is not permitted.
8. The TxDOT right-of-way shall be kept clean and free of debris.
9. The Temporary Concrete Batch Plant shall maintain a current Air Quality Standard Permit for Concrete Batch Plants with the Texas Commission for Environmental Quality (TCEQ). The facility shall be in compliance with all rules, regulations and standards as specified by the Air Quality Standard Permit issued by TCEQ.

**SECTION 3. Zoning Map Amendment.** The Official Zoning Map shall be amended to denote the Specific Use Permit granted by this Ordinance.



**SECTION 4. Land Use Regulations.** The regulations contained in the Unified Development Ordinance, as amended, shall control, except as expressly modified by this Ordinance.

**SECTION 5. 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 6. 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. 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 7. Penalty.** 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) for each offense, and a separate offense shall be deemed to be committed upon each day or on which a violation occurs or continues.

**SECTION 8. Effective Date.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases require.

**PASSED AND APPROVED** by the City Commission of the City of Ennis, Texas on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



F.1.

**EXHIBIT “A”  
LEGAL DESCRIPTION**



**ZONING EXHIBIT  
A PORTION OF LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
THOMAS H. MCKINNEY SURVEY, ABSTRACT NO. 687  
CITY OF ENNIS, ELLIS COUNTY, TEXAS**

Being a 643,081 square foot (14.7631 acre), tract of land situated in the Thomas H. McKinney Survey, Abstract No. 687, City of Ennis, Ellis County Texas, being a portion of Lot 1, Block B, LoLoi Rugs Addition, an addition to the City of Ennis, according to the plat recorded in Instrument No. 2507805, Official Public Records, Ellis County, Texas, being a portion of that tract of land described in a Special Warranty Deed to LML Texas Properties, LLC, recorded in Instrument No. 2418536, Official Public Records, Ellis County, Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found on the south right-of-way line of U.S. Highway 287 (a variable width right-of-way) and the northwest line of Lot 1, Block 1, Sterlite Addition, an addition to the City of Ennis according to the plat recorded in Instrument No. 1627876, Official Public Records, Ellis County, Texas, for the northeast corner of said Lot 1, Block B;

**THENCE** South 58°38'13" West, along the common line between said Lot 1, Block 1 and said Lot 1, Block B, at 1240.22 feet passing a 3/4" iron pipe found for the northwest corner of said Lot 1, Block 1, and over and across said Lot 1, Block B, a total distance of 1442.37 feet to a point for corner;

**THENCE** North 31°21'47" West, continuing over and across said Lot 1, Block B, a distance of 828.25 feet to a point in the south right-of-way line of said U.S. Highway 287 and the north line of said Lot 1, Block B, for the beginning of a non-tangent curve to the left;

**THENCE** along the common line between said Lot 1, Block B, and said U.S. Highway 287, the following bearings and distances:

In a northeasterly direction along said non-tangent curve to the left, whose chord bears North 83°53'16" East for a distance of 148.81 feet, having a radius of 3022.00 feet, a central angle of 02°49'18", and an arc length of 148.82 feet to a 1/2" iron rod found at the end of said non-tangent curve to the left, for the beginning of a reverse curve to the right;

In a northeasterly direction along said reverse curve to the right, whose chord bears North 85°20'23" East a distance of 397.34 feet, having a radius of 3978.00 feet, a central angle of 05°43'31", and an arc length of 397.51 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" found at the end of said reverse curve to the right;

North 88°12'09" East, a distance of 779.98 feet to a 1/2" iron rod found for the beginning of a tangent curve to the right;

In a southeasterly direction along said tangent curve to the right, whose chord bears South 86°42'01" East a distance of 120.48 feet, having a radius of 678.00 feet, a central angle of 10°11'42", and an arc length of 120.64 feet to a point at the end of said tangent curve to the right, from which a found 1/2" iron rod bears North 46°50'12" East, a distance of 0.27 feet;

South 81°36'10" East, a distance of 100.00 feet to a 1/2" iron rod found for the beginning of a tangent curve to the left;



**ZONING EXHIBIT  
A PORTION OF LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
THOMAS H. MCKINNEY SURVEY, ABSTRACT NO. 687  
CITY OF ENNIS, ELLIS COUNTY, TEXAS**

In a southeasterly direction along said tangent curve to the left, whose chord bears South 86°22'30" East a distance of 120.13 feet, having a radius of 722.00 feet, a central angle of 09°32'39", and an arc length of 120.27 feet to the **POINT OF BEGINNING** containing 643,081 square feet or 14.7631 acres of land, more or less.

Basis of bearings: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, adjustment realization 2011.

\*The above metes and bounds description is for zoning purposes only and is not meant to grant, sell or convey real property. This description does not comply with the Texas Board of Professional Engineers and Land Surveyors Rules and Regulations.



A handwritten signature in blue ink, appearing to read "B. Wade", with a long horizontal line extending to the right.

Brian R. Wade

R.P.L.S. No. 6098

6/5/2025

REVISED: 6/6/2025





**U.S. HIGHWAY 287**  
(A VARIABLE WIDTH  
RIGHT-OF-WAY)

**ZONING EXHIBIT AREA  
(SHADED)**

SHEET 6

SHEET 5

SHEET 5

SHEET 4

LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
INST. NO. 2507805  
O.P.R.E.C.T.

**OAK GROVE ROAD**  
(F.M. 1183)  
(A VARIABLE WIDTH  
RIGHT-OF-WAY)

**KEY MAP (NOT TO SCALE)**  
**ZONING EXHIBIT**

**A PORTION OF LOT 1, BLOCK B**  
**LOLOI RUGS ADDITION**

BASIS OF BEARINGS: STATE PLANE  
COORDINATE SYSTEM, TEXAS NORTH CENTRAL  
ZONE 4202, NORTH AMERICAN DATUM OF 1983,  
ADJUSTMENT REALIZATION 2011.

RAYMOND L. GOODSON JR., INC.  
12001 N. CENTRAL EXPY, STE 300  
DALLAS, TX. 75243  
214-739-8100

rlg@rlginc.com

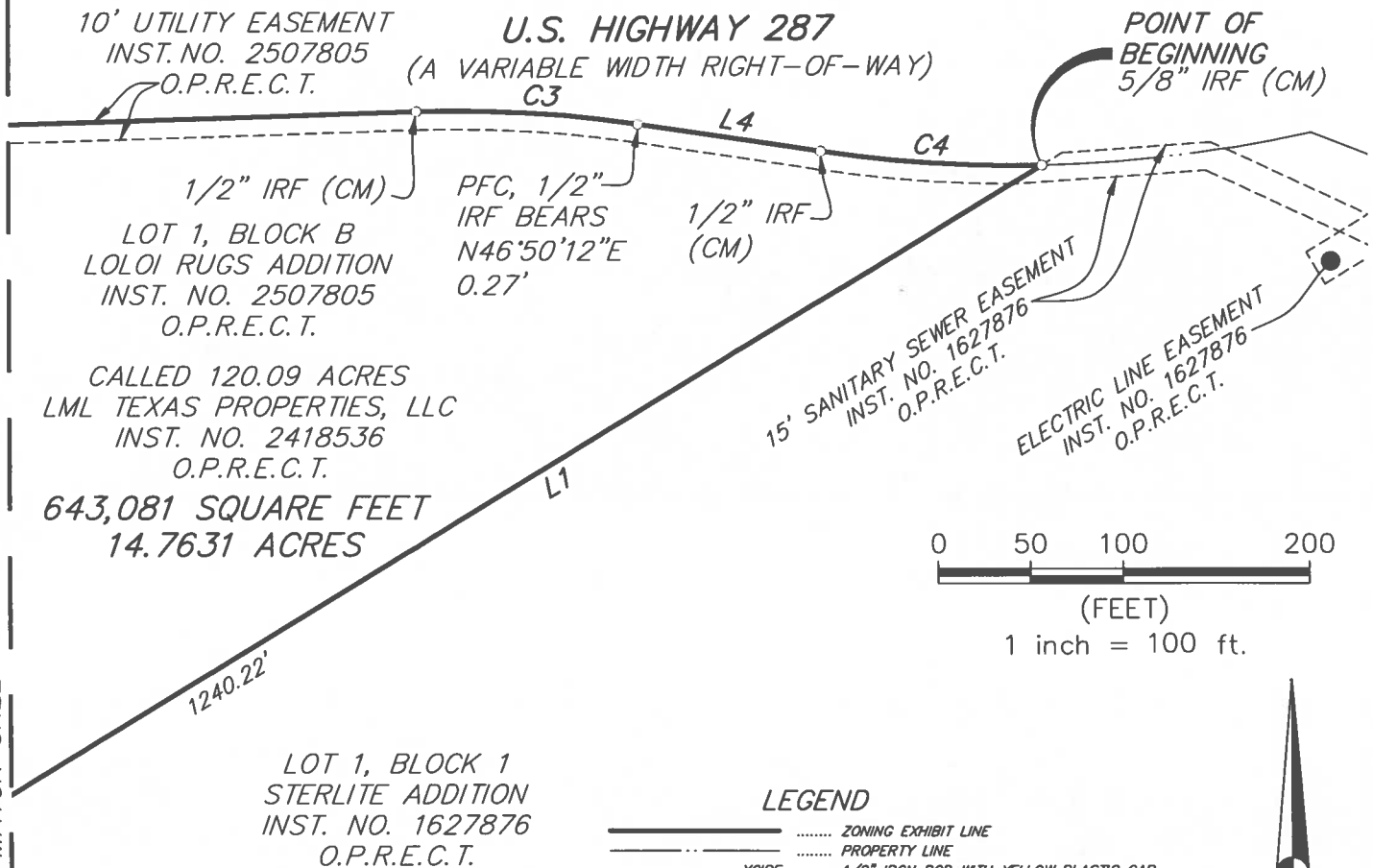
TEXAS PE REG #F-493

TBPELS REG #100341-00

THOMAS H MCKINNEY SURVEY, ABSTRACT NO. 687  
CITY OF ENNIS, ELLIS COUNTY, TEXAS

SCALE	1" = 100'	DATE	6/5/2025	SHEET	3 OF 6
JOB NO.	2413.069.100	E-FILE	2413.069.100ZE	DWG NO.	28,726X





## LEGEND

.....	ZONING EXHIBIT LINE
.....	PROPERTY LINE
YCIRF	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" FOUND
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
O.P.R.E.C.T.	OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
(CM)	CONTROLLING MONUMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°38'13"W	1442.37'
L2	N31°21'47"W	828.25'
L3	N88°12'09"E	779.98'
L4	S81°36'10"E	100.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	2°49'18"	3,022.00'	148.82'	N83°53'16"E	148.81'
C2	5°43'31"	3,978.00'	397.51'	N85°20'23"E	397.34'
C3	10°11'42"	678.00'	120.64'	S86°42'01"E	120.48'
C4	9°32'39"	722.00'	120.27'	S86°22'30"E	120.13'

BASIS OF BEARINGS: STATE PLANE  
COORDINATE SYSTEM, TEXAS NORTH CENTRAL  
ZONE 4202, NORTH AMERICAN DATUM OF 1983,  
ADJUSTMENT REALIZATION 2011.

RAYMOND L. GOODSON JR., INC.  
12001 N. CENTRAL EXPY, STE 300  
DALLAS, TX. 75243  
214-739-8100

rlg@rlginc.com

TEXAS PE REG #F-493

TBPPLS REG #100341-00

## ZONING EXHIBIT

### A PORTION OF LOT 1, BLOCK B LOLOI RUGS ADDITION

THOMAS H MCKINNEY SURVEY, ABSTRACT NO. 687  
CITY OF ENNIS, ELLIS COUNTY, TEXAS

SCALE	1" = 100'	DATE	6/5/2025	SHEET	4 OF 6
JOB NO.	2413.069.100	E-FILE	2413.069.100ZE	DWG NO.	28,726X



**U.S. HIGHWAY 287**  
(A VARIABLE WIDTH RIGHT-OF-WAY)

L3

C2

YCIRF (CM)

10' UTILITY EASEMENT  
INST. NO. 2507805  
O.P.R.E.C.T.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°38'13"W	1442.37'
L2	N31°21'47"W	828.25'
L3	N88°12'09"E	779.98'
L4	S81°36'10"E	100.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	2°49'18"	3,022.00'	148.82'	N83°53'16"E	148.81'
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C4	9°32'39"	722.00'	120.27'	S86°22'30"E	120.13'

LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
INST. NO. 2507805  
O.P.R.E.C.T.

CALLED 120.09 ACRES  
LML TEXAS PROPERTIES, LLC  
INST. NO. 2418536  
O.P.R.E.C.T.

643,081 SQUARE FEET  
14.7631 ACRES

**LEGEND**

.....	ZONING EXHIBIT LINE
.....	PROPERTY LINE
YCIRF	1/2" IRON ROD WITH YELLOW PLASTIC CAP
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
O.P.R.E.C.T.	OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
VOL	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
(CM)	CONTROLLING MONUMENT

0 50 100 200

(FEET)

1 inch = 100 ft.

1240.22'

L1

LOT 1, BLOCK 1  
STERLITE ADDITION  
INST. NO. 1627876  
O.P.R.E.C.T.

LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
INST. NO. 2507805  
O.P.R.E.C.T.

CALLLED 120.09 ACRES  
LML TEXAS PROPERTIES, LLC  
INST. NO. 2418536  
O.P.R.E.C.T.

3/4" IPF (CM)

PFC

BASIS OF BEARINGS: STATE PLANE  
COORDINATE SYSTEM, TEXAS NORTH CENTRAL  
ZONE 4202, NORTH AMERICAN DATUM OF 1983,  
ADJUSTMENT REALIZATION 2011.

RAYMOND L. GOODSON JR., INC.  
12001 N. CENTRAL EXPY, STE 300  
DALLAS, TX. 75243  
214-739-8100

rlg@rlginc.com

TEXAS PE REG #F-493

TBPELS REG #100341-00

**ZONING EXHIBIT**  
**A PORTION OF LOT 1, BLOCK B**  
**LOLOI RUGS ADDITION**

THOMAS H MCKINNEY SURVEY, ABSTRACT NO. 687  
CITY OF ENNIS, ELLIS COUNTY, TEXAS

SCALE	1" = 100'	DATE	6/5/2025	SHEET	5 OF 6
JOB NO.	2413.069.100	E-FILE	2413.069.100ZE	DWG NO.	28,726X



0 50 100 200

(FEET)

1 inch = 100 ft.



JONES HAVENS SURVEY  
ABSTRACT NO. 498

THOMAS H. MCKINNEY SURVEY  
ABSTRACT NO. 687

**U.S. HIGHWAY 287**  
(A VARIABLE WIDTH RIGHT-OF-WAY)

10' UTILITY EASEMENT  
INST. NO. 2507805  
O.P.R.E.C.T.

LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
INST. NO. 2507805  
O.P.R.E.C.T.

CALLED 120.09 ACRES  
LML TEXAS PROPERTIES, LLC  
INST. NO. 2418536  
O.P.R.E.C.T.

643,081 SQUARE FEET  
14.7631 ACRES

MATCH SHEET 5

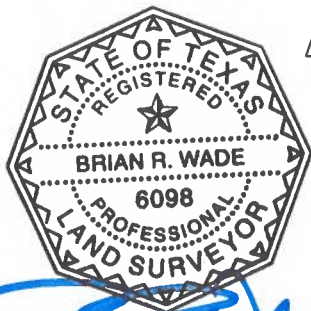
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	2°49'18"	3,022.00'	148.82'	N83°53'16"E	148.81'
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C4	9°32'39"	722.00'	120.27'	S86°22'30"E	120.13'

LEGEND

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°38'13"W	1442.37'
L2	N31°21'47"W	828.25'
L3	N88°12'09"E	779.98'
L4	S81°36'10"E	100.00'

.....	ZONING EXHIBIT LINE
.....	PROPERTY LINE
YCRF	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" FOUND
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
O.P.R.E.C.T.	OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
(CM)	CONTROLLING MONUMENT



BRIAN R. WADE, RPLS NO. 6098  
6/5/2025  
REVISED: 6/6/2025

CALLLED 120.09 ACRES  
LML TEXAS PROPERTIES, LLC  
INST. NO. 2418536  
O.P.R.E.C.T.

LOT 1, BLOCK B  
LOLOI RUGS ADDITION  
INST. NO. 2507805  
O.P.R.E.C.T.

**\*\*NOTE: THE ABOVE METES AND BOUNDS  
DESCRIPTION IS FOR ZONING PURPOSES  
ONLY AND IS NOT MEANT TO GRANT,  
SELL OR CONVEY REAL PROPERTY. THE  
DESCRIPTION DOES NOT COMPLY WITH  
THE TEXAS BOARD OF PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS RULES  
AND REGULATIONS.**

BASIS OF BEARINGS: STATE PLANE  
COORDINATE SYSTEM, TEXAS NORTH CENTRAL  
ZONE 4202, NORTH AMERICAN DATUM OF 1983,  
ADJUSTMENT REALIZATION 2011.

RAYMOND L. GOODSON JR., INC.  
12001 N. CENTRAL EXPY, STE 300  
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rlg@rlginc.com  
TEXAS PE REG #F-493  
TPELS REG #100341-00

## ZONING EXHIBIT

### A PORTION OF LOT 1, BLOCK B LOLOI RUGS ADDITION

THOMAS H MCKINNEY SURVEY, ABSTRACT NO. 687  
CITY OF ENNIS, ELLIS COUNTY, TEXAS

SCALE	1" = 100'	DATE	6/5/2025	SHEET	6 OF 6
JOB NO.	2413.069.100	E-FILE	2413.069.100ZE	DWG NO.	28,726X



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of an Ordinance abandoning, vacating and releasing two general utility easements located 700 East Ennis Avenue, City of Ennis, Texas Ellis CAD ID 222044 in exchange for replacement general utility easements.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** Planning & Development

**Staff Contact:** Jorge Barake, Planner

### BACKGROUND INFORMATION:

The Walmart Corporation is in the process of upgrading and improving its local store in Ennis. The improvement of its store includes abandoning two general utility easements for the installation of a drone delivery system and expansion of its pickup area. Walmart is granting the City new easements in exchange for the ones to be abandoned and vacated.

### FINANCIAL IMPACT:

N/A

### POLICY IMPLICATIONS:

N/A

### RECOMMENDATION:

Staff recommends approval.

### ALTERNATIVES:

N/A

### ATTACHMENTS:

[ORDINANCE NO.-Discuss and consider approval of an Ordinance abandoning, vacating and releasing two general utility easements located at 700 E Ennis Av - Pdf](#)





**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, ABANDONING, VACATING, AND RELEASING TWO GENERAL UTILITY EASEMENTS AT 700 E. ENNIS AVENUE, CITY OF ENNIS, TEXAS, ELLIS CAD ID 222044, IN EXCHANGE FOR REPLACEMENT GENERAL UTILITY EASEMENTS, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS IN CONNECTION THEREWITH, PROVIDING FOR REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Wal-Mart Realty Company (“Walmart”), owns the property located at 700 E. Ennis Avenue, Ennis, Texas, Ellis, CAD ID 222044 (“Property”); and

**WHEREAS**, during development of the Property, Walmart dedicated two general utility easements to the City which are reflected in Exhibit A (“Existing Easements”); and

**WHEREAS**, Walmart has discovered that one of the sewer lines intended to be within the Existing Easements is located outside the designated easements; and

**WHEREAS**, Walmart is planning to conduct some improvements at the Property and has requested permission to relocate another existing sewer line outside the Existing Easements; and

**WHEREAS**, Walmart has requested the abandonment and vacation of the Existing Easements; and

**WHEREAS**, City staff recommends the abandonment, vacation, and release of the Existing Easements; and

**WHEREAS**, Walmart has granted the City new easements for the built and relocated sewer lines; said easements are reflected in Exhibit B (The built sewer line easement is marked as “Replacement Easements, Location-1” and the relocated sewer line is “Replacement Easements, Location-2”); and

**WHEREAS**, the public interest of the City of Ennis would be best served by abandoning, vacating, and releasing Existing Easements through the Property in exchange for the Replacement Easements,

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



**SECTION 1. Recitals.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**SECTION 2.** The Existing Easements on the Property, which easements are more particularly described in Exhibit A, are hereby abandoned, released, and vacated as follows:

- a. Existing Easements, Location-1 – upon execution and filing of the Replacement Easements; and
- b. Existing Easements, Location-2 – upon relocation of the sewer line into Replacement Easements, Location-2 and acceptance of the City of the sewer line.

**SECTION 3.** The Replacement Easements, which easements are more particularly described in Exhibit B, are accepted, and the City Manager is authorized to execute any documents in connection therewith.

**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. Open Meetings.** 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 and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551.

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

**PASSED AND APPROVED** by the City Commission of the City of Ennis, Texas on this \_\_\_\_\_th of \_\_\_\_\_ 2025.

---

KAMERON RABURN, Mayor



G.1.

ATTEST:

---

ANGIE WADE, City Secretary



G.1.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**EXISTING EASEMENT**



PROPERTY DESCRIPTION

**BEING** a tract of land situated in the William Joice Survey, Abstract No. 573, City of Ennis, Ellis County, Texas and being a portion of a 10-foot utility easement conveyed in JCCW Addition, Lot 1, Block A, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet E, Page 384, Plat Records of Ellis County, Texas and also being a portion of Lot 1A, Block A, of the JCCW Addition, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet H, Pages 454-455, Plat Records of Ellis County, Texas and being more particularly described as follows:

**BEGINNING** at a inner ell corner of said 10-foot utility easement from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, and being the northeast corner of a called 00.30-acre tract of land described in the deed to Huggins-Michalk, LTD., recorded in Volume 1657, Page 310, Official Public Records of Ellis County, Texas bears South 04°27'47" West, a distance of 643.55 feet; Also from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, same being the northwest corner of the northwesterly terminus of North Elm Street (no recording information found) bears South 04°17'24" West, a distance of 493.31 feet;

**THENCE** over and across said Lot 1A, Block A the following courses and distances:


North 31°45'49" West, over and across said 10-foot utility easement, a distance of 10.01 feet to a point on the northwesterly line of said 10-foot utility easement;

North 56°21'52" East, along said northwesterly line, a distance of 73.09 feet to a point on the east line of said Lot 1A, Block A, from which the north corner of said Lot 1A, Block A, bears North 30°13'53" West, a distance of 272.63 feet;


**THENCE** South 30°13'53" East, along said east line, a distance of 10.02 feet to a point for corner;

**THENCE** South 56°21'52" West, over and across said Lot 1A, Block A, and along a southeasterly line of said 10-foot utility easement, a distance of 72.82 feet to the **POINT OF BEGINNING** and containing 730 square feet or 0.0168 of an acre of land, more or less.

EASEMENT ABANDONMENT  
WILLIAM JOICE SURVEY  
ABSTRACT NO. 573  
CITY OF ENNIS  
ELLIS COUNTY, TEXAS

  
MICHAEL J. SWAYNE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 7143  
400 NORTH OKLAHOMA  
DR., SUITE 105  
CELINA, TEXAS 75009  
PH. 972-703-9693  
michael.swayne@kimley-horn.com

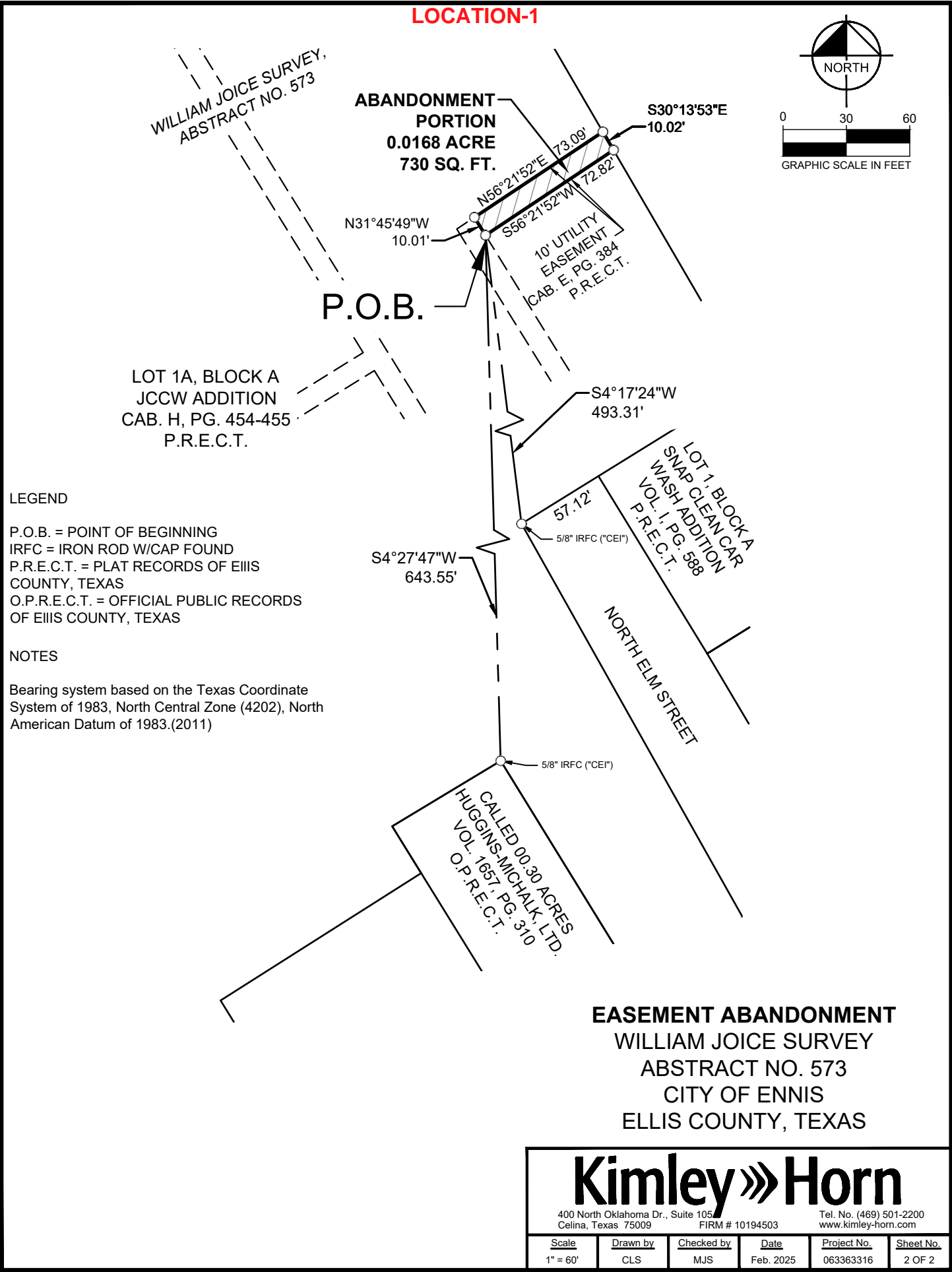




400 North Oklahoma Dr., Suite 105  
Celina, Texas 75009      FIRM # 10194503      Tel. No. (469) 501-2200  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	MJS	Feb. 2025	063363316	1 OF 2







## PROPERTY DESCRIPTION

**BEING** a tract of land situated in the William Joice Survey, Abstract No. 573, City of Ennis, Ellis County, Texas and being a portion of a 10-foot utility easement conveyed in JCCW Addition, Lot 1, Block A, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet E, Page 384, Plat Records of Ellis County, Texas and also being a portion of Lot 1A, Block A, of the JCCW Addition, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet H, Pages 454-455, Plat Records of Ellis County, Texas and being more particularly described as follows:

**BEGINNING** at a inner ell corner of said 10-foot utility easement from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, and being the northeast corner of a called 00.30-acre tract of land described in the deed to Huggins-Michalk, LTD., recorded in Volume 1657, Page 310, Official Public Records of Ellis County, Texas bears South 80°18'15" East, a distance of 513.30 feet; Also from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, same being the northwest corner of the northwesterly terminus of North Elm Street (no recording information found) bears North 83°03'25" East, a distance of 522.98 feet;

**THENCE** over and across said Lot 1A, Block A the following courses and distances:

North 45°27'54" West, over and across said 10-foot utility easement, a distance of 42.24 feet to a point on a westerly line of said 10-foot utility easement;


North 31°46'03" West, along an westerly line of said 10-foot utility easement, a distance of 112.96 feet to a point for corner;

South 56°20'33" West, along said westerly line, a distance of 44.54 feet to a point for corner;

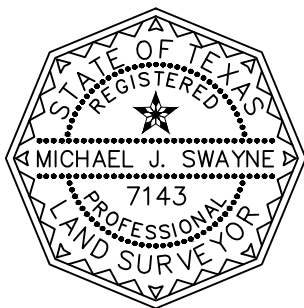
North 31°46'03" West, over and across said 10-foot utility easement, a distance of 10.00 feet to a point on a easterly line of said 10-foot utility easement;

North 56°21'52" East, along said easterly line, a distance of 54.55 feet to a point for corner;

South 31°46'03" East, along said easterly line, a distance of 164.30 feet to the **POINT OF BEGINNING** and containing 1,881 square feet or 0.0432 of an acre of land, more or less.

  
MICHAEL J. SWAYNE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 7143  
400 NORTH OKLAHOMA  
DR., SUITE 105  
CELINA, TEXAS 75009  
PH. 972-703-9693  
michael.swayne@kimley-horn.com

2/18/2025



## EASEMENT ABANDONMENT

WILLIAM JOICE SURVEY  
ABSTRACT NO. 573  
CITY OF ENNIS  
ELLIS COUNTY, TEXAS

**Kimley»Horn**

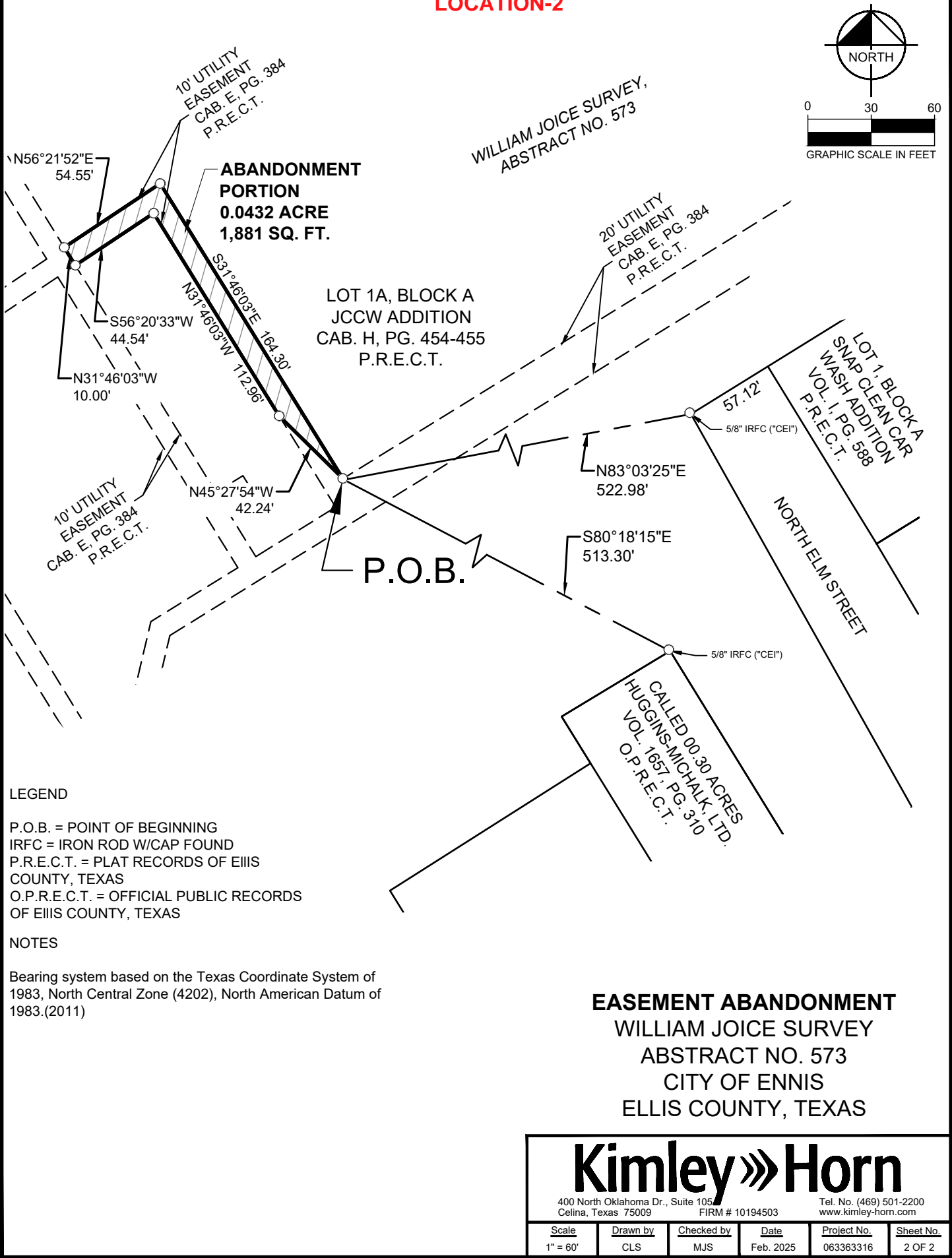
400 North Oklahoma Dr., Suite 105  
Celina, Texas 75009 FIRM # 10194503

Tel. No. (469) 501-2200  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	MJS	Feb. 2025	063363316	1 OF 2



EXHIBIT A: EXISTING EASEMENTS  
LOCATION-2





## PROPERTY DESCRIPTION

**BEING** a tract of land situated in the William Joice Survey, Abstract No. 573, City of Ennis, Ellis County, Texas and being a portion of a 10-foot utility easement conveyed in JCCW Addition, Lot 1, Block A, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet E, Page 384, Plat Records of Ellis County, Texas and also being a portion of Lot 1A, Block A, of the JCCW Addition, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet H, Pages 454-455, Plat Records of Ellis County, Texas and being more particularly described as follows:

**BEGINNING** at a inner ell corner of said 10-foot utility easement from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, and being the northeast corner of a called 00.30-acre tract of land described in the deed to Huggins-Michalk, LTD., recorded in Volume 1657, Page 310, Official Public Records of Ellis County, Texas bears South 74°09'28" East, a distance of 666.25 feet; Also from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, same being the northwest corner of the northwesterly terminus of North Elm Street (no recording information found) bears South 87°10'50" East, a distance of 654.91 feet;


**THENCE** over and across said Lot 1A, Block A the following courses and distances:

South 56°20'33" West, along a southeasterly line of said 10-foot utility easement, a distance of 94.65 feet to a point on the easterly line of a 20' Sewer and Water line Easement granted to The City of Ennis, Texas, recorded in Volume 413, Page 125, Official Public Records of Ellis County, Texas;

North 31°33'34" West, over and across said 10-foot utility easement, along said easterly line, a distance of 10.04 feet to a point on the northwesterly line of said 10-foot utility easement;

North 56°21'52" East, along said northwesterly line, a distance of 94.61 feet to a point for corner;

South 31°46'03" East, over and across said 10-foot utility easement, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 948 square feet or 0.0218 of an acre of land, more or less.

  
MICHAEL J. SWAYNE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 7143  
400 NORTH OKLAHOMA  
DR., SUITE 105  
CELINA, TEXAS 75009  
PH. 972-703-9693  
michael.swayne@kimley-horn.com

2/18/2025



## EASEMENT ABANDONMENT

WILLIAM JOICE SURVEY  
ABSTRACT NO. 573  
CITY OF ENNIS  
ELLIS COUNTY, TEXAS

**Kimley»Horn**

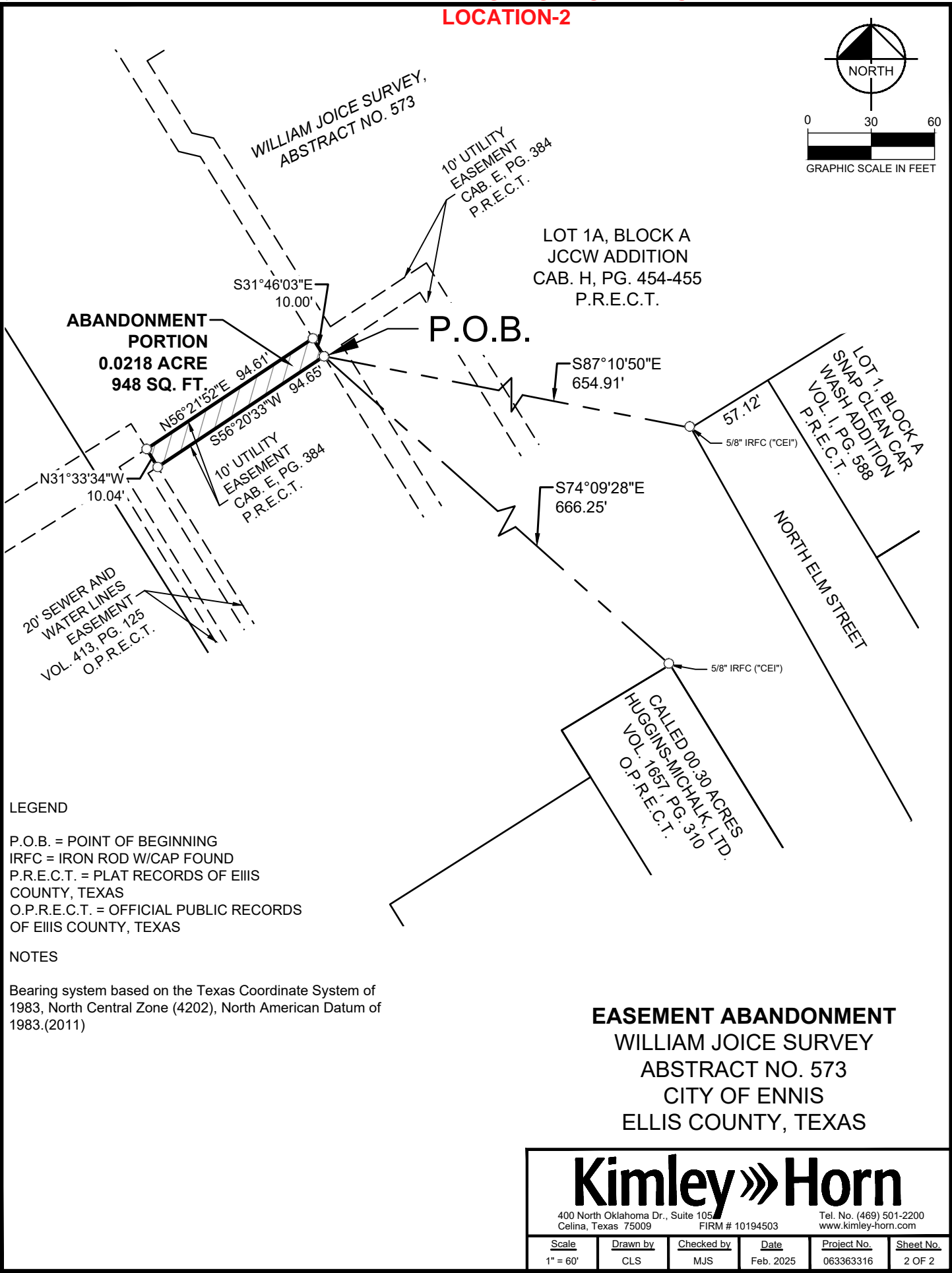
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	MJS	Feb. 2025	063363316	1 OF 2



EXHIBIT A: EXISTING EASEMENTS  
LOCATION-2





G.1.

**EXHIBIT “B”  
LEGAL DESCRIPTION  
REPLACEMENT EASEMENTS**



**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**

**PUBLIC UTILITY EASEMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF ELLIS       §**

**Wal-Mart Real Estate Business Trust** (“Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the **CITY OF ENNIS, TEXAS**, (“Grantee”), a Texas home rule municipality, whose mailing address is 107 N. Sherman St., Ennis, Ellis County, Texas 75119, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, public utility easement over, along, across and under the following described property located in Ellis County, Texas (the “Easement Property”):

**BEING a tract of land situated in the William Joice Survey, Abstract No. 573, City of Ennis, Ellis County, Texas and being a portion of Lot 1A, Block A, of the JCCW Addition, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet H, Pages 454-455, Plat Records of Ellis County, Texas and containing 2,695 square feet or 0.0619 of an acre of land, more or less, as shown attached Exhibit A;**

including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and maintain public utilities and appurtenances, equipment, improvements, and appurtenances used in connection with said public utilities and as deemed necessary thereto by said Grantee, over, along, across, under, into and through the Easement Property. Grantee will cause the initial installation of public utilities installed under this Easement to be constructed and installed in a lien-free and good and workmanlike manner.

Upon initial completion of any public utilities and other such facilities, equipment and improvement by Grantee, and upon completion of any subsequent repairs or replacements to same by Grantee, Grantee, at Grantee’s cost, will cause the surface of the Easement Property to be restored in all material respects to the condition in which it existed immediately prior to the respective work (with ordinary wear and tear excluded). If Grantor elects to perform or cause the performance of the work necessary to restore the surface of the Easement Property, Grantee shall reimburse Grantor for such costs not later than thirty (30) days following written demand for such reimbursement.



This easement shall automatically terminate upon Grantee's abandonment thereof, and all rights granted herein shall revert to Grantor. If Grantee abandons in place any public utilities, Grantee shall have no obligation or liability to Grantor or its successors or assigns to move or remove any such abandoned public utilities.

**TO HAVE AND TO HOLD** the above described property for Grantee's purposes as deemed necessary by the Grantee, with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantors do hereby bind themselves to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against the lawful claims of every person claiming by, through, and under Grantor, but none other, subject to any other matters of record.

SIGNED this                      day of                      2025.

**GRANTOR:**

# Wal-Mart Real Estate Business Trust

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

Its:

## GRANTOR ACKNOWLEDGMENT

STATE OF TEXAS §

§

§

COUNTY OF §

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of Wal-Mart Real Estate Business Trust



G.1.

Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City of Ennis  
Attn: City Secretary  
P.O. Box 220  
Ennis, Texas 75120

**GRANTEE:**

Kameron Raburn, Mayor  
City of Ennis

## ACKNOWLEDGMENT

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Kameron Raburn.

Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City of Ennis  
Attn: City Secretary  
P.O. Box 220  
Ennis, Texas 75120



**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the William Joice Survey, Abstract No. 573, City of Ennis, Ellis County, Texas and being a portion of Lot 1A, Block A, of the JCCW Addition, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet H, Pages 454-455, Plat Records of Ellis County, Texas and being more particularly described as follows:

**BEGINNING** on a westerly line of a 10-foot utility easement conveyed in JCCW Addition, Lot 1, Block A, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet E, Page 384, Plat Records of Ellis County, Texas from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, and being the northeast corner of a called 00.30-acre tract of land described in the deed to Huggins-Michalk, LTD., recorded in Volume 1657, Page 310, Official Public Records of Ellis County, Texas bears South 81°07'57" East, a distance of 520.06 feet; Also from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, same being the northwest corner of the northwesterly terminus of North Elm Street (no recording information found) bears North 82°29'14" East, a distance of 531.58 feet;

**THENCE** over and across said Lot 1A, Block A the following courses and distances:

North 45°27'54" West, a distance of 173.69 feet to a point for corner;

South 53°38'16" West, a distance of 103.29 feet to a point for corner;


South 56°21'52" West, a distance of 4.99 feet to a point on the easterly line of a 20' Sewer and Water line Easement granted to The City of Ennis, Texas, recorded in Volume 413, Page 125, Official Public Records of Ellis County, Texas;

North 31°33'34" West, along said easterly line, a distance of 9.80 feet to a point for corner;

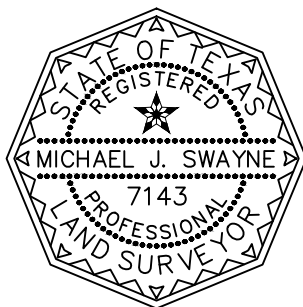
North 53°38'16" East, a distance of 115.98 feet to a point for corner;

South 45°27'54" East, a distance of 141.18 feet to a point on the westerly line of said 10-foot utility easement;

South 31°46'03" East, along said westerly line, a distance of 42.23 feet to the **POINT OF BEGINNING** and containing 2,695 square feet or 0.0619 of an acre of land, more or less.

  
 MICHAEL J. SWAYNE  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 7143  
 400 NORTH OKLAHOMA  
 DR., SUITE 105  
 CELINA, TEXAS 75009  
 PH. 972-703-9693  
 michael.swayne@kimley-horn.com

2/18/2025



**SANITARY SEWER EASEMENT**  
 WILLIAM JOICE SURVEY  
 ABSTRACT NO. 573  
 CITY OF ENNIS  
 ELLIS COUNTY, TEXAS

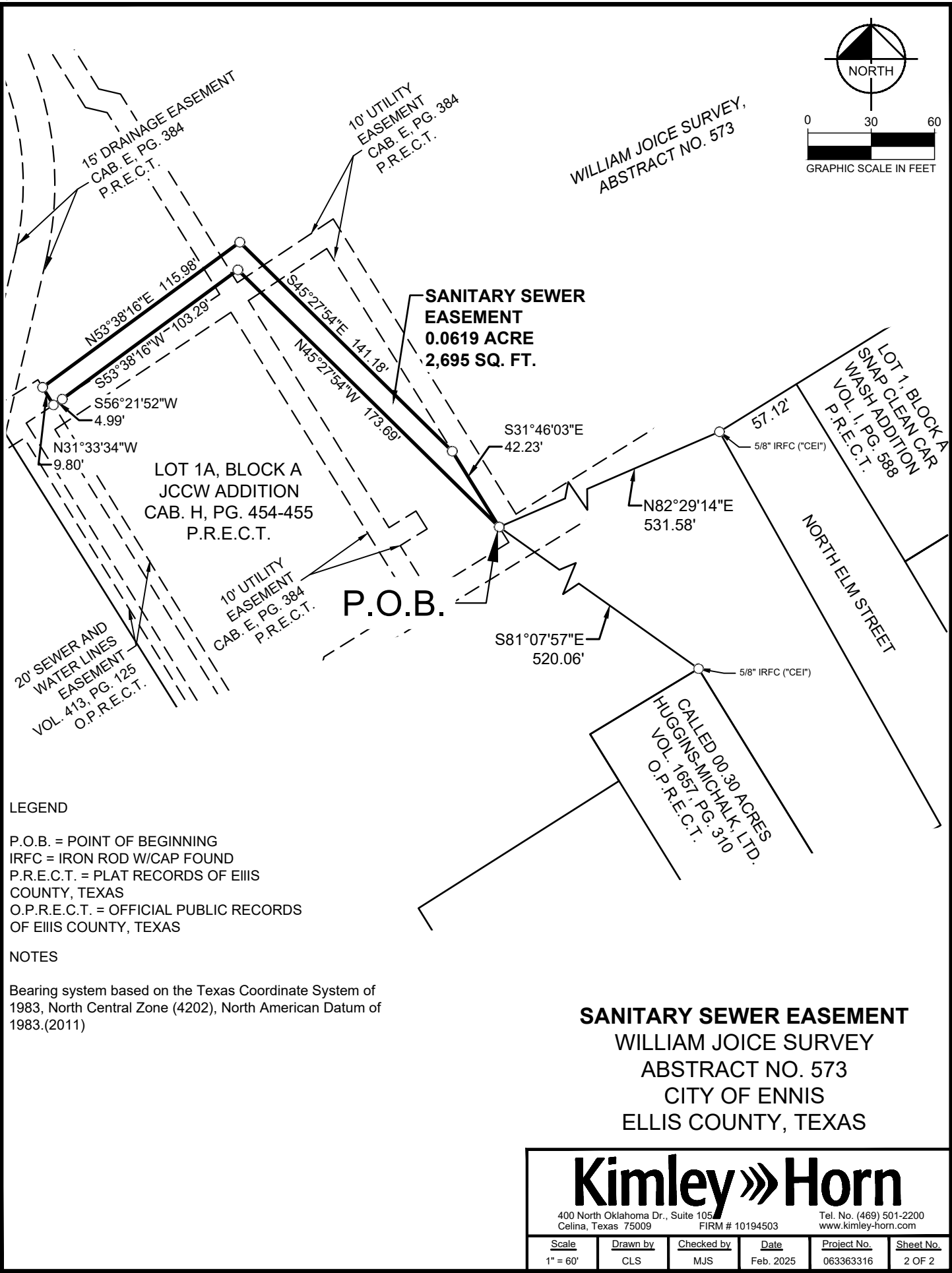
**Kimley»Horn**

400 North Oklahoma Dr., Suite 105  
 Celina, Texas 75009 FIRM # 10194503

Tel. No. (469) 501-2200  
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	MJS	Feb. 2025	063363316	1 OF 2







**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the William Joice Survey, Abstract No. 573, City of Ennis, Ellis County, Texas and being a portion of Lot 1A, Block A, of the JCCW Addition, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet H, Pages 454-455, Plat Records of Ellis County, Texas and being more particularly described as follows:

**BEGINNING** on a outer ell corner of a 10-foot utility easement conveyed in JCCW Addition, Lot 1, Block A, an addition to the City of Ennis, Texas according to the plat thereof recorded in Cabinet E, Page 384, Plat Records of Ellis County, Texas from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, and being the northeast corner of a called 00.30-acre tract of land described in the deed to Huggins-Michalk, LTD., recorded in Volume 1657, Page 310, Official Public Records of Ellis County, Texas bears South 03°14'22" West, a distance of 645.60 feet; Also from which a 5/8" iron rod with plastic cap stamped "CEI" found for a southeasterly inner ell corner of said Lot 1A, Block A, same being the northwest corner of the northwesterly terminus of North Elm Street (no recording information found) bears South 02°41'47" West, a distance of 495.45 feet;

**THENCE** across said Lot 1A, Block A the following courses:

North 31°25'07" West, a distance of 84.30 feet to a point for corner;

North 58°21'19" East, a distance of 5.51 feet to a point for corner;

North 70°25'53" East, a distance of 73.00 feet to a point for corner;

North 78°53'23" East, a distance of 7.87 feet to a point on the east line of said Lot 1A, Block A, from which the north corner of said Lot 1A, Block A, bears North 30°13'53" West, a distance of 209.23 feet;

**THENCE** South 30°13'53" East, along said east line, a distance of 10.58 feet to a point for corner;


**THENCE** across said Lot 1A, Block A the following courses:

North 78°53'23" East, a distance of 10.07 feet;

South 58°25'24" West, a distance of 64.61 feet to a point for corner;

South 31°24'36" East, across aforementioned 10-foot utility easement, a distance of 68.96 feet to a point on a southeasterly line of said 10-foot utility easement;

North 77°40'58" West, across said 10-foot utility easement a distance of 13.92 feet to the **POINT OF BEGINNING** and containing 2,105 square feet or 0.0483 acres of land, more or less.

  
MICHAEL J. SWAYNE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 7143  
400 NORTH OKLAHOMA  
DR., SUITE 105  
CELINA, TEXAS 75009  
PH. 972-703-9693  
michael.swayne@kimley-horn.com

04/24/2025



EXHIBIT "A"  
**SANITARY SEWER EASEMENT**  
WILLIAM JOICE SURVEY  
ABSTRACT NO. 573  
CITY OF ENNIS  
ELLIS COUNTY, TEXAS

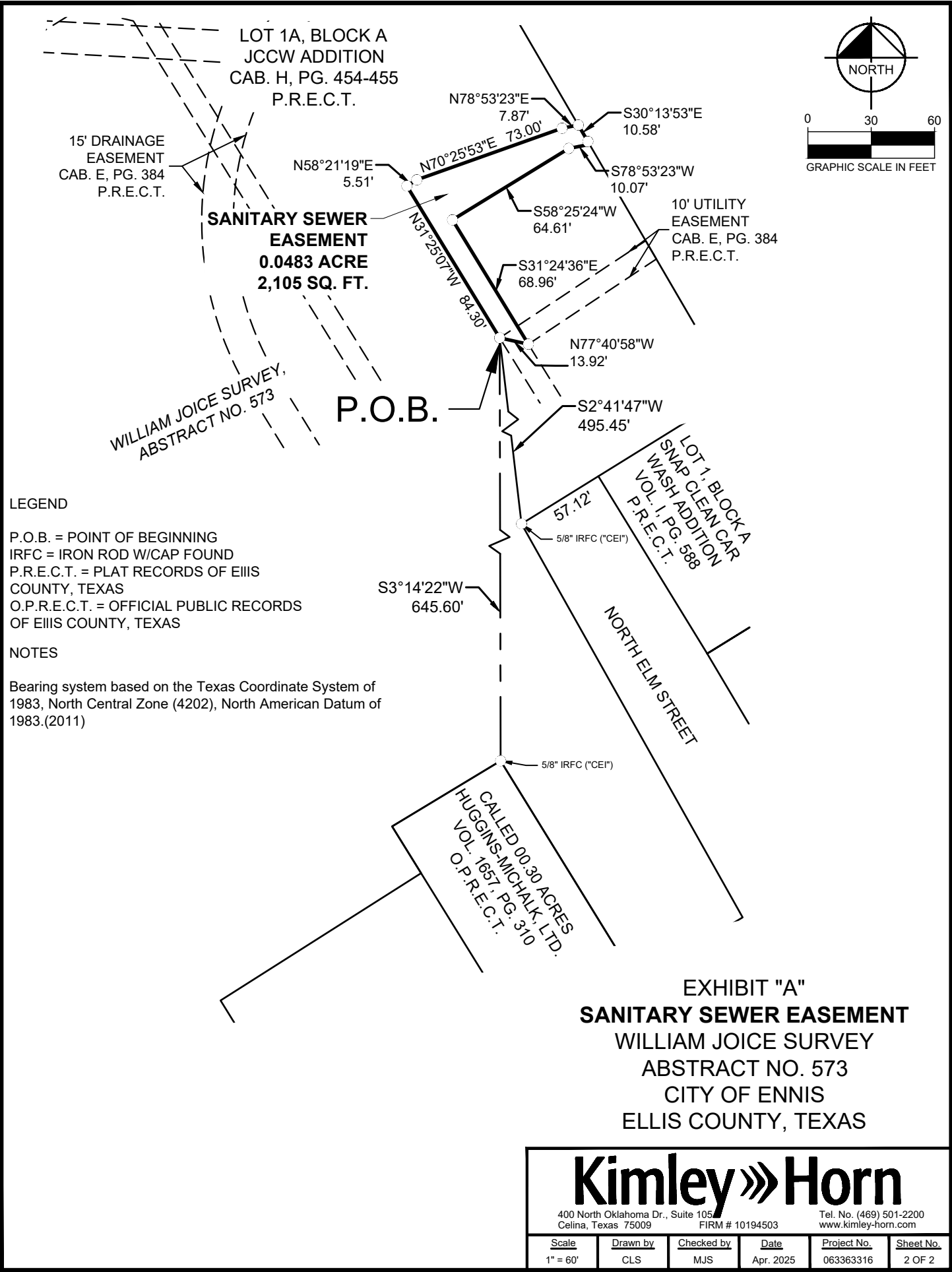
**Kimley»Horn**

400 North Oklahoma Dr., Suite 105  
Celina, Texas 75009 FIRM # 10194503

Tel. No. (469) 501-2200  
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CLS	MJS	Apr. 2025	063363316	1 OF 2







## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approving a Resolution of the City Commission of the City of Ennis, Texas, approving a professional services agreement with Freese and Nichols, Inc. for engineering services related to the Liska Road bridge review and assessment, in an amount not to exceed \$28,900.00; authorizing the Mayor to execute the agreement; and providing an effective date.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** Administration

**Staff Contact:** Daniel Ortiz, Assistant City Manager

### BACKGROUND INFORMATION:

The following is an overview of the current condition of the Liska Road Bridge and outlines the City's plan to engage professional engineering firm to assess the structure, evaluate potential options for rehabilitation or replacement, and provide recommendations for a long-term solution.

The Liska Road Bridge, located approximately 530 feet southwest of Liska Road and the US 287 frontage road, is a 58-foot, two-lane timber bridge spanning Cummins Creek. The structure has served the area for decades and experienced significant deterioration over time. This damage was worsened in the fall of 2023 when high water reached the bridge deck.

Following that event, the bridge was closed to the public for safety reasons. City crews attempted temporary repairs in early 2024; however, those efforts were suspended in July 2024 to allow for a formal engineering evaluation. A prior TxDOT bridge inspection report further documented structural deficiencies, reinforcing the need for professional assessment and guidance.

City crews completed the following interim repairs in 2024:

- Removed the old wood deck
- Reinforced pier footings with stacked concrete bags to allow for access and water management
- Removed rust and repainted steel components up to two feet below water level
- Constructed and reinforced new concrete encasements around bridge piers

Despite these measures, the long-term structural integrity of the bridge remains in question. Due to public safety, liability, and infrastructure investment concerns, the next step must be guided by a licensed engineering firm with relevant expertise.

The City is engaging Freese and Nichols, Inc. (FNI), a qualified engineering firm based in the Dallas-Fort Worth region. FNI is included on the TxDOT list of pre-certified engineering firms for bridge design and evaluation. They are also one of the few such firms operating locally with the capacity and experience serving Cities with a variety of engineering needs.



FNI's scope of work includes:

- Conducting a site visit to assess current bridge conditions and City-performed repairs
- Reviewing the TxDOT bridge inspection report
- Evaluating feasible options, including:
  - Rehabilitation of the existing bridge
  - Replacement with a new bridge or culvert in the existing or adjacent alignment
- Preparing a technical memorandum summarizing findings, conceptual cost estimates, and recommendations
- Presenting their findings and recommended path forward to the City Commission

Next Steps, FNI will complete their assessment and report back to the City Manager's Office and Public Works. This will provide the technical foundation needed for informed policy direction. Staff will return to the City Commission for guidance based on engineering analysis, public safety considerations, cost factors, and long-term infrastructure priorities.

#### **FINANCIAL IMPACT:**

Total Cost of Services as proposed: \$28,900

#### **POLICY IMPLICATIONS:**

Initial financial implications is a one-time professional services cost, not inclusive of future design or construction phases, which will be scoped and budgeted based on the outcome of this assessment.

#### **RECOMMENDATION:**

City Management recommends approval of resolution.

#### **ATTACHMENTS:**

[RESOLUTION NO.-Freese and Nichols Agreement for Liska Bridge Review and Assessment - Pdf Engineer Agreement\\_Freese and Nichols\\_Liska Bridge 07.10.25](#)





**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES RELATED TO THE LISKA ROAD BRIDGE REVIEW AND ASSESSMENT, IN AN AMOUNT NOT TO EXCEED \$28,900.00; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Liska Road Bridge was closed due to structural deterioration and damage resulting from flooding and age-related wear; and

**WHEREAS**, the City of Ennis deems it necessary to retain professional engineering services to evaluate the existing conditions, assess the feasibility of rehabilitation or replacement, and identify viable and cost-effective options for the long-term safety and functionality of the structure; and

**WHEREAS**, Freese and Nichols, Inc. has submitted a proposal dated June 9, 2025, outlining a scope of services to include site assessment, review of the TxDOT inspection report, development of conceptual options and cost estimates, and a presentation of findings to the City Commission; and

**WHEREAS**, the total cost of services proposed is a lump sum amount not to exceed Twenty-Eight Thousand Nine Hundred Dollars (\$28,900.00); and

**WHEREAS**, the City Commission finds this professional service to be necessary and in the best interest of the public health, safety, and infrastructure integrity.

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

**SECTION 1:** That the City Commission hereby approves the Professional Services Agreement between the City of Ennis and Freese and Nichols, Inc. for engineering services related to the Liska Road Bridge in an amount not to exceed \$28,900.00.

**SECTION 2:** That the Mayor is hereby authorized to execute the agreement on behalf of the City of Ennis.

**SECTION 3:** That this Resolution shall take effect immediately upon its passage and approval.



G.2.

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

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary



## **CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER**

THIS AGREEMENT ("Agreement" or "Contract"), entered into as of the date fully executed by and between the City of Ennis, Texas, a duly incorporated home-rule city pursuant to Chapter 9 of the Tex. Loc. Gov't. Code, and its municipal charter (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Ennis and Freese and Nichols, Inc., 801 Cherry Street, Suite 2800, Fort Worth, Texas (hereinafter called the "ENGINEER"), a domestic corporation, registered to do business in Texas. The CITY and ENGINEER may hereinafter sometimes be referred to as a "Party" or collectively as the "Parties."

### **WITNESSETH THAT:**

WHEREAS, the CITY desires to engage the ENGINEER to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as Liska Bridge Review,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

### **I. EMPLOYMENT OF ENGINEER**

The CITY hereby agrees to engage the ENGINEER, and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This contract shall be performed in Ellis County, Texas.

### **II. SCOPE OF SERVICES**

Engineering services in connection with the Liska Bridge Review is described in detail on Exhibit A - Freese and Nichols, Inc. proposal dated June 9, 2025. and shall include a proposed schedule for the project.

### **III. TIME OF PERFORMANCE**

ENGINEER shall proceed immediately upon execution of this Contract with performance of the services with completion on or before October 31, 2025, unless delayed by causes outside the control of ENGINEER, and shall proceed with subsequent work only on authorization by CITY. ENGINEER shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

### **IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER**

It is agreed that the CITY shall furnish, without charge, for the purpose of the



Contract, information, data, reports, records, and maps as are existing and available, for the carrying out of the work of the ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Contract.

**V. COMPENSATION AND METHOD OF PAYMENT**

**A. COMPENSATION**

It is agreed that total fees for services for the work as described in the attached Exhibit "A" (including subcontracted Engineering and other professional services) shall not exceed the sum of Twenty-Eight Thousand Dollars and No Cents (\$28,900.00) unless specifically authorized by the CITY in writing.

**B. PAYMENT**

ENGINEER shall invoice CITY monthly for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER at its office the full amount of each such invoice. Invoices will be paid In accordance with the Texas Prompt Payment Act. The ENGINEER shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. SITE VISITS – as stated at rate and frequency in Exhibit A and approved by the CITY.
2. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.

**VI. RECORDS**

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Contract work. Such records shall be kept in the office of the ENGINEER for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

**VII. OWNERSHIP OF DOCUMENTS**

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. ENGINEER may retain reproducible copies of drawings and other documents for its use.



All documents, including drawings and specifications prepared by ENGINEER are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

## **VIII. INSURANCE**

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Ennis, its officers, agents, and employees shall be named as an additional Insured, except for the Workers Compensation and Professional Liability insurance policies. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any agent, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts ENGINEER may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific) aggregate policy year limit is expressly provided in the specification below for the particular insurance policy).

- A.** Worker's Compensation Insurance with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
  - 1.** Bodily injury: Five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/ five hundred thousand dollars (\$500,000) per occurrence.
  - 2.** Property Damage: One hundred thousand dollars (\$100,000) per occurrence.
  - 3.** Minimum aggregate policy year limit: Two million dollars (\$2,000,000).
- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
  - 1.** Minimum combined single limit of five hundred thousand dollars



(\$500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided: Minimum limits are Three hundred thousand dollars (\$300,000) per person, Five hundred thousand dollars (\$500,000) per occurrence for bodily injury and One hundred thousand dollars (\$100,000) per occurrence for property damage.
3. Such coverage shall include owned, hired, and non-owned vehicles of ENGINEER or ENGINEER's employees, agents, representatives or subcontractors.

D. ENGINEER also agrees to maintain Professional Liability Insurance coverage of two million dollars (\$2,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ENGINEER'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two (2) years after the ENGINEER'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed twenty-five thousand dollars (\$75,000) unless specifically approved by the CITY.

E. ENGINEER shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that ENGINEER considers necessary. ENGINEER will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$2,000,000 per occurrence. Any exclusion shall first be approved by CITY. It is the responsibility of the ENGINEER to assure compliance with this provision. The CITY accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. Subcontractors shall provide waiver of subrogation in favor of the CITY on all required policies, and additional insured on a primary and non-contributory basis for general liability and automobile liability.

F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- (1). The City of Ennis shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (2). Additional insured for the City of Ennis should be on a primary and non-contributory basis.
- (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- (4). A waiver of subrogation in favor of the City of Ennis shall be contained in the Workers Compensation and all liability policies.



- (5). All insurance policies shall be endorsed to require the insurer to immediately notify the CITY of any material change in the insurance coverage.
- (6). All insurance policies shall be endorsed to the effect that the CITY will receive at least thirty- (30) days' notice prior to cancellation or non- renewal of the insurance.
- (7). All insurance policies, which name the CITY as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (9). Contractor may maintain reasonable and customary deductibles, subject to approval by the CITY.
- (10). Insurance must be purchased from insurers that are financially acceptable to the CITY.

## **IX. PROFESSIONAL LIABILITY**

- A.** ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ENGINEER shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.
- B.** If services include periodic visits to the site to observe work performed by the Project Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the



course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

- C. In connection with the services of Contractor's Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER shall use its best efforts to see that the Project Representatives are on the job to perform their required duties.
- D. In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

#### **X. INDEMNIFICATION**

**ENGINEER SHALL PROTECT, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.**

**ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER AND SHALL EXONERATE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ENGINEER SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ENGINEER'S EMPLOYEES. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, AND HOLD HARMLESS THE CITY,**



ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ENGINEER REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBENGINEERS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

**XI. ADDRESS OF NOTICE AND COMMUNICATIONS**

**CITY:**

CITY OF ENNIS

P.O. Box 220

Ennis, TX 75120-0220

Attn: Andrea Weckmueller-Behringer

Title: City Manager

**ENGINEER:**

FREESE AND NICHOLS, INC.

801 Cherry Street Suite 2800

Fort Worth, Texas 76102

Attn:

Title:

All notices and communications under this Contract shall be mailed or delivered to CITY and ENGINEER at the above addresses, respectively.

**XII. CAPTIONS**

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

**XIII. SUCCESSORS AND ASSIGNMENTS**

The CITY and the ENGINEER each binds themselves and their successors, executors, administrators, and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party to this Contract.

**XIV. TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ENGINEER shall violate any



of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Contract shall become the property of the CITY, and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the ENGINEER and the CITY may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the CITY from the ENGINEER is determined.

**XV. TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the ENGINEER. If the Contract is terminated by the CITY as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, other terms and conditions relative to termination, as contained in Paragraph 14 of this Contract shall apply.

**XVI. CHANGES**

The CITY may, from time to time, request changes in the scope of the services to be performed by the ENGINEER under this Contract. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER shall be incorporated in written amendments to this Contract.

**XVII. PERSONNEL**

- A.** The ENGINEER represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any other contractual relationship with the CITY.
- B.** All of the services required hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, as applicable, shall be authorized or permitted under State and local law to perform such services.
- C.** None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be similarly subject to each provision of this Contract.



**XVIII. REPORTS AND INFORMATION**

The ENGINEER shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

**XIX. INTEREST OF ENGINEER AND EMPLOYEES**

The ENGINEER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ENGINEER further covenants that in the performance of this Contract, no person who has any such interest shall be employed by the ENGINEER.

**XX. INCORPORATION OF PROVISIONS REQUIRED BY LAW**

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion upon application by either party.

**XXI. COMPLIANCE WITH LAWS**

ENGINEER shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the services embraced by this Agreement.

**XXII. FEDERAL/STATE GRANTS**

If federal or state grant funds are involved in the funding of the project, then the conditions of those respective grants are incorporated herein by reference and made a part hereof for all purposes.

**XXIII. ASSIGNMENT**

ENGINEER shall not assign, transfer, or encumber any right or interest in this Agreement, in whole or in part, without prior approval of the CITY.

**XXIV. VENUE**

Any action brought by either party based on any claim arising under or as a result



of this Contract shall be brought in a court of competent jurisdiction in Texas, with venue in Ellis County, Texas.

**XXV. TIME IS OF THE ESSENCE**

Time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract.

**XXVI. INDEPENDENT CONTRACTOR STATUS OF ENGINEER**

Engineer shall be an independent contractor with respect to the performance of all Work, and neither Engineer nor anyone employed by Engineer shall be deemed for any purpose to be the employee, agent, servant, borrowed servant, or representative of Owner in the performance of any Work (despite Engineer's obligation to comply with various rules and regulations of the Owner). The Work contemplated herein shall meet the approval of Owner and be subject to the general right of inspection of Owner to secure the satisfactory completion thereof. The actual performance and supervision of all Work shall be by Engineer, but Owner or its representatives shall have full and complete access to the Work site to determine whether the Work is being performed by Engineer in accordance with all provisions of this Contract and for reasons otherwise stated in this Contract. Owner is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes Engineer. Neither Engineer nor its employees shall be entitled to receive any benefits which employees of Owner are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Owner. Engineer is not the agent of Owner and is not authorized to make any representation, contract, or commitment on behalf of Owner unless specifically requested to do so, by Owner, in writing. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the Owner and Engineer would be jointly liable or liable as partners or co-ventures.



**XXVII. RIGHTS AND REMEDIES**

The rights and remedies provided by this Contract are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

**XXVIII. NO WAIVER OF RIGHTS**

If either party fails to enforce any of the provisions of this Contract or any rights hereunder or fails to exercise any election provided in the Contract, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections, which it may have under this Contract.

**XXIX. ENTIRE AGREEMENT**

The Contract Documents sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

**XXX. HEADINGS**

The Paragraph headings included in this Contract are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

**XXIV. COUNTERPARTS**

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, effective when counterparts have been signed by each - and delivered to - the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another via either a dial-up connection or by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the document's original graphic and pictorial appearance, or by combination of such means, constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by electronic means as described shall be deemed to be their original signatures for all purposes.



**XXV. EXHIBITS**

ENGINEER affirms and verifies the statutorily required provisions found in Ex. B. All referenced Exhibits are incorporated for all purposes as part of this Agreement and are included as part of the Contract Documents, which consist of this agreement and its attached and incorporated exhibits, and the allowance for and allocation of risk, and the required statutory clauses.

*[Signatures on Page following]*



<b>ACCEPTED:</b>	<b>PROPOSED AND AGREED TO:</b>
<b>CITY:</b>	ENGINEER FIRM:
CITY OF ENNIS, TEXAS	FREESE AND NICHOLS, INC.

_____	BY: _____
MAYOR KAMERON RABURN	

DATE: _____	DATE: _____
-------------	-------------

<b>ATTEST:</b>	<b>ATTEST:</b>
_____	_____
CITY SECRETARY	(OFFICER OR SECRETARY)



G.2.

**EXHIBIT "A"**  
**Rates for Services Provided and Scopes of Services**



June 9, 2025

Daniel Ortiz-Hernandez  
City of Ennis  
107 N. Sherman St.  
Ennis, TX 75119

Re: Liska Road Bridge Memo

Dear Mr. Ortiz-Hernandez,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to City of Ennis (CLIENT) for the review of the existing condition of the 60-foot Liska Road bridge over Cummins Creek and identify recommendations for its replacement.

#### PROJECT UNDERSTANDING

It is our understanding that the City of Ennis is seeking professional engineering services to evaluate the existing conditions of the partially rehabilitated Liska Road bridge. The purpose of this effort is to identify and document viable options for replacing the bridge, including engineering considerations and cost implications, to support informed decision-making by City leadership.

#### SCOPE OF SERVICES

Freese and Nichols, Inc. (FNI) will render the following professional services in connection with the development of the Liska Bridge evaluation decision making.

- Perform a site visit to document and assess existing conditions
- Prepare a technical memorandum based on the City provided documentation in **Appendix A** and site visit findings. Technical memo shall include:
  - Photographic documentation and evaluation of existing site and makeshift repairs;
  - Review of challenges with rehabilitating the existing bridge;
  - Rough Order of Magnitude (ROM) Conceptual Comparative cost estimates for
    - bridge rehabilitation
    - replacement in an adjacent location;
- Attend and present findings to the City Commission.

#### PROJECT SCHEDULE

FNI will commence work upon receipt and execution of a formal contract and will complete all services prior to July Commission meeting. Deliverables will include a technical memorandum and a presentation to the City Commission, both scheduled for submission and delivery on **June 17, 2025**.

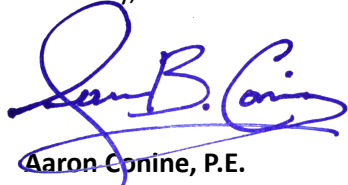


**COMPENSATION**

FNI proposes to provide services as described herein for the lump sum fee of **Twenty-Eight Thousand Nine Hundred Dollars (\$28,900)**.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron B. Conine", with a stylized flourish underneath.

**Aaron Conine, P.E.**

Associate / Client Representative

**FREESE AND NICHOLS, INC.**



## EXHIBIT "B"

### Statutorily Required Provisions

1. ENGINEER affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295, <https://www.ethics.state.tx.us/forms/1295.pdf>) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ, <https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of the latter as an attachment to this executed contract and proof of the former to the City after filing with the Texas Ethics Commission, as required by the referenced provision of the Texas Government Code.

2. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the ENGINEER verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the ENGINEER will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trace association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit

3. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, ENGINEER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

4. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, ENGINEER hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is



under common control with the Underwriter and exists to make a profit.

5. Certification Regarding Boycott of Israel To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, ENGINEER and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution authorizing the Mayor to execute a master contract for professional services with Freese and Nichols, Inc., to govern engineering services.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** Utility Operations

**Staff Contact:** Douglas Taylor, Utility Operations Director

### BACKGROUND INFORMATION:

With the increasing number of Utility Operations Department projects requiring specialized engineering services, the department requires ongoing access to professional engineering expertise. This support is essential for a range of technical needs, including water and wastewater treatment systems, distribution and collection infrastructure, environmental compliance, capital improvement planning, and emergency response assessments. This master services agreement will help ensure the City remains in compliance with state and federal regulations while maintaining high-quality, reliable service for the City's citizens.

### ATTACHMENTS:

[RESOLUTION NO.-Master Service Agreement Contract with Freese and Nichols, Inc. - Pdf](#)





**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF ENNIS CITY COMMISSION  
AUTHORIZING THE MAYOR TO EXECUTE A MASTER CONTRACT  
FOR PROFESSIONAL SERVICES WITH FREESE AND NICHOLS,  
INC. TO GOVERN ENGINEERING SERVICES.**

**WHEREAS**, the City desires to utilize Freese and Nichols, Inc. to perform professional services in connection with various Utility Operations and projects; and

**WHEREAS**, these professional services will be rendered in an on-call capacity to address engineering and development issues impacting the City, from both physical or design aspects; and

**WHEREAS**, Freese and Nichols, Inc. will address such issues by providing concise recommendations to the City, as well as serving on the behalf of the City on an as-requested basis at meetings, public hearings, or other formal City business; and

**WHEREAS**, this Agreement will serve as a master services agreement with the specifics of each project and the compensation for such tasks to be negotiated for each request; and

**WHEREAS**, the parties understand that tasks under this Agreement will need to be approved by the City Commission

**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 professional engineering services from Freese and Nichols, Inc.

**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 15th day of July 2025.**

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary



## **MASTER CONTRACT FOR PROFESSIONAL SERVICES - ENGINEER**

THIS AGREEMENT, entered into as of the date fully executed by and between the City of Ennis, Texas, a duly incorporated home-rule city pursuant to Chapter 9 of the Tex. Loc. Gov't. Code, and its municipal charter (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of Ennis and Freese and Nichols, Inc., 801 Cherry Street, Suite 2800, Fort Worth, TX 76102 (hereinafter called the "ENGINEER"), a domestic corporation, registered to do business in Texas. The CITY and ENGINEER may hereinafter sometimes be referred to as a "Party" or collectively as the "Parties."

### **WITNESSETH THAT:**

WHEREAS, the City desires to utilize ENGINEER to perform professional services in connection with various Utility Operations and projects; and

WHEREAS, these professional services will be rendered in an on-call capacity to address engineering and development issues impacting the City, from both physical or design aspects; and

WHEREAS, ENGINEER will address such issues by providing concise recommendations to the City, as well as serving on the behalf of the City on an as-requested basis at meetings, public hearings, or other formal City business; and

WHEREAS, this Agreement will serve as a master services agreement with the specifics of each project and the compensation for such tasks to be negotiated for each request; and

WHEREAS, the parties understand that tasks under this Agreement will need to be approved by the City Commission,

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

### **I. EMPLOYMENT OF ENGINEER**

The CITY hereby agrees to engage the ENGINEER, and the ENGINEER hereby agrees to perform the "Scope of Services" hereinafter set forth. This Agreement shall be performed in Ellis County, Texas.

### **II. SCOPE OF SERVICES**

**A.** ENGINEER will assist the City with the following services including but not limited to:

1. Evaluation of plans and specifications for compliance to the City's standards and to regulatory requirements. These designs include water & wastewater



**CITY OF ENNIS  
STANDARD CONTRACT AGREEMENT****PROFESSIONAL SERVICES  
FOR ENGINEER**

engineering, stormwater management, facilities engineering, transportation engineering, and hydraulic modeling efforts.

2. Providing assistance with coordinating local, state, and federal permitting efforts;

3. Providing a concise, one-page monthly report to the City of all active projects. The format of this report will be mutually agreed upon; and

4. Holding biweekly coordination calls with City staff.

**B.** The specific scope of services for each engagement will be detailed in the task for the Project but shall be governed by this Agreement. A sample of a task is attached as Exhibit D.

**C.** If documents for construction are being done under this Agreement, the ENGINEER shall also prepare detailed cost estimates of authorized construction, and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate. Further, such tasks shall include the provisions found in Exhibit C.

**III. TERM**

The effective date of this Agreement is \_\_\_\_\_. This Agreement shall have an initial term of three years and may be renewed for additional one year terms upon mutual agreement of the parties at which time the parties will review the fees listed in Exhibit C.

**IV. INFORMATION AND SERVICES TO BE FURNISHED ENGINEER**

It is agreed that the CITY shall furnish, without charge, for the purpose of the Agreement, information, data, reports, records, and maps as are existing and available, for the carrying out of the work of the ENGINEER as outlined under "Scope of Services"; provided, however, the CITY makes no representation or warranty regarding the reliability of any such information, data, reports or maps. The CITY its agencies shall cooperate with the ENGINEER and will, to the fullest extent reasonably practicable, facilitate the performance of the work described in this Agreement.

**V. COMPENSATION AND METHOD OF PAYMENT****A. COMPENSATION**

The Compensation for each Task will be detailed in that Task but shall be based on the hourly rates found in Exhibit A.



**B. PAYMENT**

ENGINEER shall invoice CITY monthly and by Task Number for its services and charges incurred by ENGINEER for services performed under the direction and control of ENGINEER as described herein.

CITY agrees to pay ENGINEER at its office the full amount of each such invoice. Invoices will be paid in accordance with the Texas Prompt Payment Act. The ENGINEER shall pay its subcontractors no later than the tenth day after he receives payment as required under Chapter 2251, Texas Local Government Code.

1. REIMBURSABLES – as stated in the Task and shall not exceed the limits proposed, All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.
2. SITE VISITS – as stated at rate and frequency in the Task and approved by the CITY.
3. ENGINEER shall not charge for corrections of errors and omissions, by the ENGINEER, to the design of the project.

**VI. RECORDS**

ENGINEER shall keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to performance of Agreement work. Such records shall be kept in the office of the ENGINEER for a period of not less than five years (5 Yr) and shall be made available to the CITY for inspection and copying upon reasonable request.

**VII. OWNERSHIP OF DOCUMENTS**

All documents, including original drawings, estimates, specifications, field notes and data are the property of CITY. ENGINEER may retain reproducible copies of drawings and other documents for its use.

All documents, including drawings and specifications prepared by ENGINEER



are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specific purpose intended shall be at CITY'S sole risk and without liability or legal exposure to ENGINEER. Any such verification or adaption shall entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

## **VIII. INSURANCE**

All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by CITY. The City of Ennis, its officers, agents, and employees shall be named as an additional Insured, except for the Workers Compensation and Professional Liability insurance policies. The ENGINEER shall, at his own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this Agreement, whether the operations be by himself or by any agent, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts ENGINEER may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific) aggregate policy year limit is expressly provided in the specification below for the particular insurance policy.

- A.** Worker's Compensation Insurance with statutory limits.
- B.** Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
  - 1.** Bodily injury: Five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/ five hundred thousand dollars (\$500,000) per occurrence.
  - 2.** Property Damage: One hundred thousand dollars (\$100,000) per occurrence.
  - 3.** Minimum aggregate policy year limit: Two million dollars (\$2,000,000).
- C.** Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
  - 1.** Minimum combined single limit of five hundred thousand dollars



(\$500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided: Minimum limits are Three hundred thousand dollars (\$300,000) per person, Five hundred thousand dollars (\$500,000) per occurrence for bodily injury and One hundred thousand dollars (\$100,000) per occurrence for property damage.
  3. Such coverage shall include owned, hired, and non-owned vehicles of ENGINEER or ENGINEER's employees, agents, representatives or subcontractors.
- D. ENGINEER also agrees to maintain Professional Liability Insurance coverage of two million dollars (\$2,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ENGINEER'S negligent or wrongful act or omission in the performance of services under this Agreement. Coverage shall continue for a minimum of two (2) years after the ENGINEER'S assignment under this Agreement is completed. The deductible on the policy for Professional Liability shall not exceed five hundred thousand dollars (\$500,000.00) unless specifically approved by the CITY.
- E. ENGINEER shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that ENGINEER considers necessary. ENGINEER will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$2,000,000 per occurrence. Any exclusion shall first be approved by CITY. It is the responsibility of the ENGINEER to assure compliance with this provision. The CITY accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. Subcontractors shall provide waiver of subrogation in favor of the CITY on all required policies, and additional insured on a primary and non-contributory basis for general liability and automobile liability.
- F. With reference to the foregoing insurance requirement, Engineer shall specifically endorse applicable insurance policies as follows:
- (1). The City of Ennis shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - (2). Additional insured for the City of Ennis should be on a primary and non-contributory basis.
  - (3). All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - (4). A waiver of subrogation in favor of the City of Ennis shall be contained in the Workers Compensation and all liability policies.



- (5). All insurance policies shall be endorsed to require the insurer to immediately notify the CITY of any material change in the insurance coverage.
- (6). All insurance policies shall be endorsed to the effect that the CITY will receive at least thirty- (30) days' notice prior to cancellation or non- renewal of the insurance.
- (7). All insurance policies, which name the CITY as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (8). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (9). Engineer may maintain reasonable and customary deductibles, subject to approval by the CITY.
- (10). Insurance must be purchased from insurers that are financially acceptable to the CITY.

**IX. PROFESSIONAL LIABILITY**

- A.** ENGINEER shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ENGINEER for the Project covered by this Agreement. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ENGINEER for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. ENGINEER shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ENGINEER, on behalf of the CITY, shall advise the Engineer of any items requiring the attention and action of the Engineer after notification to the CITY. ENGINEER shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the ENGINEERS Documents or Instruments of Service.
- B.** If services include periodic visits to the site to observe work performed by the Project Contractor, ENGINEER shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ENGINEER does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ENGINEER or otherwise brought to the ENGINEER'S attention in the



course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

- C. In connection with the services of Contractor's Project Representatives, ENGINEER shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the ENGINEER shall use its best efforts to see that the Project Representatives are on the job to perform their required duties.
- D. In performing these services, the ENGINEER shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

#### **X. INDEMNIFICATION**

**ENGINEER SHALL PROTECT, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE ENGINEER, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.**

**ENGINEER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF ENGINEER AND SHALL EXONERATE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. ENGINEER SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO ENGINEER'S EMPLOYEES. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER OR AS A RESULT OF ENGINEER'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, ENGINEER SHALL EXONERATE, INDEMNIFY, AND HOLD HARMLESS THE CITY,**



ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO ENGINEER REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THE ENGINEER SHALL REQUIRE ALL OF ITS APPROVED SUBENGINEERS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

**XI. ADDRESS OF NOTICE AND COMMUNICATIONS**

**CITY:**

CITY OF ENNIS  
P.O. Box 220  
Ennis, TX 75120-0220  
Attn: Andrea Weckmueller-Behringer  
Title: City Manager

**ENGINEER:**

Freese & Nichols, Inc.  
801 Cherry Street  
Fort Worth, TX 76102  
Attn: Aaron Conine  
Title: Associate

All notices and communications under this Agreement shall be mailed or delivered to CITY and ENGINEER at the above addresses, respectively.

**XII. CAPTIONS**

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Paragraph or in any way determine its interpretation or application.

**XIII. SUCCESSORS AND ASSIGNMENTS**

The CITY and the ENGINEER each binds themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the ENGINEER shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party to this Agreement.

**XIV. TERMINATION OF AGREEMENT FOR CAUSE**

If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the ENGINEER shall violate any



of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five days (5 D) before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports prepared by the ENGINEER under this Agreement shall become the property of the CITY, and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by the ENGINEER and the CITY may withhold any payment to the ENGINEER for the purpose of setoff until such time as the exact amount of damages due the CITY from the ENGINEER is determined.

**XV. TERMINATION FOR CONVENIENCE OF THE CITY**

The CITY may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the ENGINEER. If the Agreement is terminated by the CITY as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the ENGINEER, other terms and conditions relative to termination, as contained in Paragraph 14 of this Agreement shall apply.

**XVI. CHANGES**

The CITY may, from time to time, request changes in the scope of the services to be performed by the ENGINEER under this Agreement. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER shall be incorporated in written amendments to this Agreement.

**XVII. PERSONNEL**

- A.** The ENGINEER represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the CITY.
- B.** All of the services required hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and, as applicable, shall be authorized or permitted under State and local law to perform such services.
- C.** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be similarly subject to each provision of this Contract.



**XVIII. REPORTS AND INFORMATION**

The ENGINEER shall, at such times and in such forms as the CITY may require, furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

**XIX. INTEREST OF ENGINEER AND EMPLOYEES**

The ENGINEER covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder.

The ENGINEER further covenants that in the performance of this Agreement, no person who has any such interest shall be employed by the ENGINEER.

**XX. INCORPORATION OF PROVISIONS REQUIRED BY LAW**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion upon application by either party.

**XXI. COMPLIANCE WITH LAWS**

ENGINEER shall comply with all applicable laws, ordinances, and codes of the state, federal, and local governments and shall commit no trespass on any public or private property in performing any of the services embraced by this Agreement.

**XXII. FEDERAL/STATE GRANTS**

If federal or state grant funds are involved in the funding of the project, then the conditions of those respective grants are incorporated herein by reference and made a part hereof for all purposes.

**XXIII. ASSIGNMENT**

ENGINEER shall not assign, transfer, or encumber any right or interest in this Agreement, in whole or in part, without prior approval of the CITY.

**XXIV. VENUE**

Any action brought by either party based on any claim arising under or as a result



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of this Agreement shall be brought in a court of competent jurisdiction in Texas, with venue in Ellis County, Texas.

**XXV. TIME IS OF THE ESSENCE**

Time is of the essence for the completion of all work described in this Agreement. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this Agreement.

**XXVI. INDEPENDENT CONTRACTOR STATUS OF ENGINEER**

ENGINEER shall be an independent contractor with respect to the performance of all Work, and neither ENGINEER nor anyone employed by ENGINEER shall be deemed for any purpose to be the employee, agent, servant, borrowed servant, or representative of CITY in the performance of any Work (despite ENGINEER's obligation to comply with various rules and regulations of the CITY). The Work contemplated herein shall meet the approval of CITY and be subject to the general right of inspection of CITY to secure the satisfactory completion thereof. The actual performance and supervision of all Work shall be by Contractor, but CITY or its representatives shall have full and complete access to the Work site to determine whether the Work is being performed by Contractor in accordance with all provisions of this Agreement and for reasons otherwise stated in this Agreement. CITY is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes Contractor. Neither ENGINEER nor its employees shall be entitled to receive any benefits which employees of CITY are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for CITY. ENGINEER is not the agent of CITY and is not authorized to make any representation, contract, or commitment on behalf of CITY unless specifically requested to do so, by CITY, in writing. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the CITY and Contractor would be jointly liable or liable as partners or co-ventures.



**XXVII. RIGHTS AND REMEDIES**

The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

**XXVIII. NO WAIVER OF RIGHTS**

If either party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections, which it may have under this Agreement.

**XXIX. ENTIRE AGREEMENT**

The Agreement Documents, including the Task for the specific project, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

**XXX. HEADINGS**

The Paragraph headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

**XXIV. COUNTERPARTS**

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, effective when counterparts have been signed by each - and delivered to - the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another via either a dial-up connection or by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the document's original graphic and pictorial appearance, or by combination of such means, constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the



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Parties transmitted by facsimile or by electronic means as described shall be deemed to be their original signatures for all purposes.

**XXV. EXHIBITS**

ENGINEER affirms and verifies the statutorily required provisions found in Ex. B. All referenced Exhibits are incorporated for all purposes as part of this Agreement and are included as part of the Agreement Documents, which consist of this agreement and its attached and incorporated exhibits, and the allowance for and allocation of risk, and the required statutory clauses.

*[Signatures on Page following]*



ACCEPTED:

PROPOSED AND AGREED TO:

CITY:

ENGINEER FIRM:

CITY OF ENNIS, TEXAS

FREESE AND NICHOLS, INC.

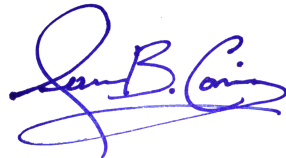
\_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
PRINCIPAL/VICE PRESIDENT

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

DATE: 07/10/2025

ATTEST:

ATTEST: \_\_\_\_\_  
ASSOCIATE

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

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**CITY OF ENNIS  
STANDARD CONTRACT AGREEMENT**

**PROFESSIONAL SERVICES  
FOR ENGINEER**

**EXHIBIT A  
Rates for Services Provided and Scopes of Services**

**COMPENSATION**

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of No Dollars (\$0,000).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Forty Five Thousand Dollars (\$45,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	102	196
Professional 2	119	203
Professional 3	147	312
Professional 4	161	375
Professional 5	214	389
Professional 6	242	455
Construction Manager 1	112	172
Construction Manager 2	126	207
Construction Manager 3	165	214
Construction Manager 4	175	266
Construction Manager 5	214	326
Construction Manager 6	287	389
Construction Representative 1	91	112
Construction Representative 2	102	130
Construction Representative 3	109	196
Construction Representative 4	140	207
CAD Technician/Designer 1	74	133
CAD Technician/Designer 2	105	210
CAD Technician/Designer 3	140	249
Corporate Project Support 1	77	172
Corporate Project Support 2	84	252
Corporate Project Support 3	105	364
Intern / Coop	56	102

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$500
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.



**EXHIBIT B  
Statutorily Required Provisions**

1. ENGINEER affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295, <https://www.ethics.state.tx.us/forms/1295.pdf>) and Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ, <https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of the latter as an attachment to this executed contract and proof of the former to the City after filing with the Texas Ethics Commission, as required by the referenced provision of the Texas Government Code.
2. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the ENGINEER verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the ENGINEER will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit
3. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, ENGINEER hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
4. Certification Regarding Terrorist Organizations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, ENGINEER hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is



under common control with the Underwriter and exists to make a profit.

5. Certification Regarding Boycott of Israel To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, ENGINEER and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. ENGINEER understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.



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**Exhibit C  
Terms Applicable to Tasks Involving Construction**

The services rendered by ENGINEER for the Project to be designed for construction are divided into three (3) distinct and sequential phases as follows:

**Preliminary Phase** – Preliminary studies, layouts, and cost estimates

**Design Phase** – Preparation of plans, specifications and contract documents

**Construction Phase** – CITY'S representative during construction

The work is further described in detail on the task and shall include a proposed schedule for design of the project.

The ENGINEER shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the CITY. The ENGINEER has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount, or Contract Time nor make any other decisions on behalf of the CITY, only the CITY has this authority, and the ENGINEER'S responsibilities are in an advisory capacity only.

Certain elements of the engineering work shall be performed as Basic Services; others shall be performed as Additional Services. Those elements of the engineering work which cannot be accurately pre-determined or controlled entirely by the ENGINEER shall be performed as Additional Services.

**A. BASIC SERVICES****1. PRELIMINARY PHASE**

- a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project Design, including review of activities of subcontracted engineers.
- b. If held, attend preliminary conference with the CITY and other interested parties regarding the project in order to further define the work.
- c. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER, may be required, and arrange for such work to be done, for the CITY'S account.
- d. Prepare a preliminary engineering report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the CITY, including preliminary layouts, and cost estimates, and setting forth clearly the ENGINEER'S recommendations.



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**B. DESIGN PHASE**

- a. Provide Project Management service to direct, supervise and coordinate the various items of work within the project, including review of the activities of subcontracted engineers.
- b. Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the ENGINEER may be required for design, and arrange for such work to be done, for the CITY'S account.
- c. Furnish to the CITY, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances).
- d. Perform field surveys to collect information which in the opinion of the ENGINEER is required for design.
- e. Prepare detailed specifications, contract drawings, and bidding documents to be included in contract documents for construction authorized by the CITY.
- f. Prepare detailed cost estimates of authorized construction. The ENGINEER shall use reasonable skill and care befitting the profession in preparing cost estimates that will reflect current, local construction costs.
- g. Furnish the CITY all necessary copies of approved Contract Documents.

**C. CONSTRUCTION PHASE**

- a. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project, including review of activities of subcontracted engineers.
- b. Assist the CITY in the advertisements of the project for bids.
- c. Assist the CITY in the opening and tabulation of bids for construction of the Project, and consult with the CITY as the proper action to be taken, based on the engineering considerations involved.
- d. Assist in the preparation of formal Contract Documents.
- e. Provide routine horizontal and vertical controls for use by



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Contractor to do his detailed construction staking.

- f. Make regular visits to the construction site (minimum of once a month). ENGINEER shall make visits at intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents. ENGINEER shall work closely with the Resident Project Representative (as required by CITY) to ensure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.
- g. Provide services of Resident Project Representative and other field personnel as required for on-the-site determination of the quantities and quality of the work done by the Contractor, and to provide construction records, reports and information to the ENGINEER or Project Engineer.
- h. Arrange for construction testing as required by the Project, for the CITY'S account.
- i. Consult and advise with the CITY; issue all instructions to the Contractor requested by the CITY; and prepare and issue routine change orders with CITY'S approval. On matters requiring the CITY'S involvement, the ENGINEER shall provide the CITY'S designated representative with all facts germane to such matters along with a complete recommendation for the CITY to consider. Upon the decision of the CITY, the ENGINEER shall be notified of the CITY'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.

The ENGINEER shall have other duties in this regard that may be included in the General Conditions of construction Contract Documents.

- k. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the CITY and covers only general conformance with the information given by the Contract Documents. The Contractor shall review and stamp his approval on submittals prior to submitting to ENGINEER, and review by the ENGINEER shall not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a



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complete and workable facility in accordance with the Contract Documents.

- I. Obtain and review monthly the final estimates for payments to Contractors, and furnish to the CITY any recommended payments to Contractors; and assemble written guarantees which are required by the Contract Documents.
- m. Conduct, in company with the CITY, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect CITY'S final payment to the Contractor.

#### **D. ADDITIONAL SERVICES**

All work performed by ENGINEER at request of CITY which is not included in the Basic Services defined above, shall constitute Additional Services. Unless included in said Basic Services, Additional Services may include but are not limited to the following:

- 1. Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.
- 2. Land surveys, and establishment of boundaries and monuments, and related office computation and drafting.
- 3. Preparation of property or easement descriptions.
- 4. Preparation of any special reports required for marketing of bonds.
- 5. Small design assignments (estimated construction cost less than \$100,000).
- 6. Appearances before regulatory agencies.
- 7. Assistance to the CITY as an expert witness in any litigation with third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.
- 8. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certification of force account construction performed by the CITY.
- 9. Special soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.



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10. Detailed mill, shop and/or laboratory inspection of materials or equipment.
  11. Travel and subsistence required of the ENGINEER and authorized by the CITY to points other than CITY'S or ENGINEER'S offices and Project site.
  12. Additional copies of reports over ten (10) sets and additional sets of Contract Document over twenty (20) sets.
  13. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
  14. Preparation of environmental statements and assistance to CITY in preparing for and attending public hearings.
  15. Plotting, computing, and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.
  16. Revision of contract drawings after a definite plan has been approved by the CITY, redrawing of plans to show work as actually constructed.
  17. Services after issuance of Certificate of Substantial Completion.
  18. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.
  19. Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.
  20. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction, defective or neglected work of contractor; services rendered after prolongation of construction contract time by more than twenty percent (20%); acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.



21. Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.
22. Any other special or miscellaneous assignments specifically authorized by CITY.
23. Provide consultation for replacement of the Work resulting from fire or other causes during construction.



G.3.

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**Exhibit D  
Task Form**

**Task Form on the next page**





MASTER PROFESSIONAL SERVICES AGREEMENT  
TASK AUTHORIZATION

Client's Legal Name

FNI Project:  FNI Project Code

Address

Client Contract:  PO/Contract No.

City, State, Zip

Date:  Select Date

Project Name:  Name of the Project

Description of Services:  Description of Services

Deliverables:  Deliverables

Schedule:  Schedule

Compensation Type:  Select Compensation Type

Amount Authorized: \$  Amount

*The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

CLIENT'S LEGAL NAME

FREESE AND NICHOLS, INC.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution approving Task One: Peer Review of Water Treatment Plant Expansion Design Plans under the master contract for professional services with Freese and Nichols, Inc., in an amount not to exceed Thirty-Six Thousand Four Hundred Eighty Dollars and Zero Cents (\$36,480.00), and authorizing the City Manager to execute any documents in connection therewith.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** Utility Operations

**Staff Contact:** Douglas Taylor, Utility Operations Director

### BACKGROUND INFORMATION:

Following departmental restructuring and leadership changes, the City has chosen to engage Freese and Nichols, Inc. engineering firm to conduct an independent peer review of the existing Water Treatment Plant Expansion design plans. The project, referred to as Task One, authorizes Freese and Nichols, Inc. to provide an objective and technically thorough evaluation of the current design's completeness, constructability, and compliance with applicable engineering standards and regulatory requirements. This review will help ensure the City is moving forward with a design that best meets operational, regulatory, and long-term service goals.

### FINANCIAL IMPACT:

Utility CIP

### ATTACHMENTS:

[Letter Task 1 Peer Review WTP Design Plans combined](#)  
[RESOLUTION NO.-Task One: Peer Review of Water Treatment Plant Expansion Design Plans with Freese and Nichols, Inc. - Pdf](#)





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[www.freese.com](http://www.freese.com)

June 10, 2025

Douglas Taylor  
Utility Operations Director  
City of Ennis  
107 N. Sherman Street  
Ennis, Texas 75119

Re: Scope of Services – Peer Review of Water Treatment Plant Expansion Design Plans (Task 1)

Dear Mr. Taylor:

Per request of the City of Ennis (City), please find the attached proposal for the peer review of the Water Treatment Plant Expansion Design Plans. As mentioned during our meeting on May 30, 2025, we recommend the City notify Schaumburg & Polk, Inc. of the peer review request to FNI, as a professional courtesy.

Upon your approval of the attached proposal, we will begin our peer review efforts. It is my understanding that these efforts would be paid through our Master Services Agreement with the City.

Please let me know if you have any questions and when you are ready for us to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erin Flanagan'.

Erin Flanagan, PE, BCEE  
Principal / Vice-President

cc: Andrea Weckmueller-Behringer (City of Ennis); Aaron Conine, PE (FNI)

Attachments



City of Ennis  
Master Professional Services Agreement – Task 1

**TASK 1**

**Scope of Services – Peer Review of the City of Ennis Water Treatment Plant Expansion Design Plans**

Task Understanding:

The City of Ennis (City) has requested Freese and Nichols, Inc. (FNI) perform a peer review of the signed and sealed design plans for the City of Ennis Water Treatment Plant (WTP) Expansion. The objective of this review is to provide an independent, objective, and technically sound evaluation of the design's completeness, constructability, and conformance with applicable engineering standards and regulatory requirements. Additionally, the City is to supply a list of City project needs for FNI to review to determine if these needs are met with the current signed and sealed design plans.

Basic Services:

1. Project Review

- a. Review the overall project objectives as inferred from the plans and any background documentation supplied by the City. The City has identified that the design is intended to increase the WTP capacity from an existing 9.0 MGD to 12.0 MGD.
- b. Assess whether the design appears consistent with typical goals for plant capacity, regulatory compliance, and operational performance.

2. Conformance with Regulatory Design Standards and City's Requirements

- a. Verify that the design complies with applicable local, state, and federal regulations.
- b. Evaluate adherence to design criteria such as TCEQ rules, AWWA standards, and Ten State Standards, where applicable.
- c. Evaluate whether the City's list of project requirements have been met with the current design plans.

3. Process Design and Equipment Layout

- a. Review the layout of process units for logic, functionality, and operational access.
- b. Assess the appropriateness of proposed treatment processes based on expected influent quality and treatment objectives. City to provide historical influent water quality data for review.

4. Structural and Mechanical Systems

- a. Evaluate major structural elements for constructability and coordination with mechanical equipment.
- b. Review mechanical systems for alignment with process needs and space constraints.

5. Electrical and Instrumentation Design

- a. Confirm that electrical distribution systems, MCCs, and standby power provisions are suitable for the plant's needs.
- b. Review instrumentation and control systems for logical placement and operational usability.



City of Ennis  
Master Professional Services Agreement – Task 1

6. Site Layout and Civil Design

- a. Assess site grading, access, drainage, and yard piping design.
- b. Review phasing and construction sequencing for feasibility with a focus on minimizing disruption to existing plant operations.

7. Constructability and Coordination

- a. Identify any apparent issues or conflicts in the plans that could impact constructability.
- b. Check for completeness and consistency across disciplines (civil, mechanical, structural, electrical).

8. Cost and Value Engineering Considerations

- a. Identify any potential areas for value engineering or design simplification without compromising performance.

9. Risk Identification and Operational Impacts

- a. Identify potential design risks, such as tight construction tolerances or limited access for maintenance.
- b. Evaluate the likely impact of the design on plant operations during construction and after commissioning.

10. Clarity of Documentation

- a. Review the quality, clarity, and completeness of the signed and sealed plan set.
- b. Ensure plans are well-organized, clearly annotated, and include required references, notes, and details.

11. Deliverables

- a. FNI to prepare a Peer Review Memorandum summarizing the following:
  - i. Key findings related to the scope elements listed above.
  - ii. Identified issues or concerns
  - iii. Recommendations regarding the City's options on next steps.
- b. FNI to submit an electronic PDF of the Peer Review Memorandum to the City.

Additional Services:

- a. Participation in one (1) meeting with the design consultant and/or City staff.
- b. Assistance in preparing a consolidated list of review comments for the City to submit to the design consultant.

Time of Completion:

FNI to deliver the Peer Review Memorandum within 3 weeks after receiving the City's list of the WTP Expansion project requirements.

Compensation:

FNI to complete the above scope of services for \$36,480 billed as a lump sum.





**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF ENNIS CITY COMMISSION APPROVING TASK ONE: PEER REVIEW OF WATER TREATMENT PLANT EXPANSION DESIGN PLANS UNDER THE MASTER CONTRACT FOR PROFESSIONAL SERVICES WITH FREESE AND NICHOLS, INC. IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$36,480.00); AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.**

**WHEREAS**, the City has a Professional Master Services Agreement with Freese and Nichols, Inc. for engineering services; and

**WHEREAS**, the City Commission is committed to ensuring the long-term reliability, capacity, and regulatory compliance of its Water Treatment Plant; and

**WHEREAS**, the peer review of the existing design will verify the conformance with City design standards, applicable state and federal regulations, Texas Commission on Environmental Quality (TCEQ) regulations, and American Water Works Association (AWWA) standards; and

**WHEREAS**, the City Commission finds that this review is in the best interest of the City and its residents to ensure the delivery of safe and reliable drinking water.

**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 Freese and Nichols, Inc. to proceed with Task One: Peer Review of Water Treatment Plant Expansion Design Plans as outlined in the Professional Master Services Agreement.



**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 15th day of July 2025.**

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution authorizing the City Attorney to initiate legal proceedings under Chapter 54 of the Texas Local Government Code for the abatement of a substandard residential structure located at 808 N. Ripley St. Ennis, TX 75119.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** Health & Inspections

**Staff Contact:** Kevin Howard, Health Director

### BACKGROUND INFORMATION:

The property located at 808 N. Ripley Street has been the subject of repeated code enforcement actions due to its deteriorating condition. The structure has been found to violate multiple provisions of the City's Code of Ordinances, posing significant risks to public health and safety.

### FINANCIAL IMPACT:

Costs associated with legal proceedings and potential abatement actions, all of which may be recoverable through property liens or court orders.

### RECOMMENDATION:

Staff recommends approval.

### ATTACHMENTS:

[RESOLUTION NO.-Discuss and consider a resolution authorizing the City Attorney to initiate legal proceedings under Chapter 54 of the Texas Local Gover - Pdf](#)





**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE CITY ATTORNEY TO INITIATE LEGAL ACTION UNDER CHAPTER 54 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE ABATEMENT OF A SUBSTANDARD STRUCTURE LOCATED AT 808 N. RIPLEY STREET, ENNIS, TEXAS 75119; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Ennis has determined that the structure located at 808 N. Ripley Street, Ennis, Texas 75119 (the "Property") is in a state of disrepair and constitutes a public nuisance and a threat to the health, safety, and welfare of the community; and

**WHEREAS**, the Property is in violation of the City's minimum standards for structures as set forth in applicable ordinances and codes; and

**WHEREAS**, the City has exhausted reasonable efforts to achieve voluntary compliance with City Code requirements concerning the Property; and

**WHEREAS**, Chapter 54, Subchapter B, of the Texas Local Government Code authorizes municipalities to initiate civil litigation for the enforcement of ordinances relating to dangerous structures and public nuisances.

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

**SECTION 1:** The City Commission hereby authorizes the City Attorney to file a civil action under Chapter 54, Subchapter B, of the Texas Local Government Code to address and abate the substandard and dangerous conditions at 808 N. Ripley Street, Ennis, Texas 75119. Legal action may include, but is not limited to, seeking injunctive relief, civil penalties, repair or demolition orders, and any other remedies available under state law.

**SECTION 2:** The structure located at 808 N. Ripley Street is hereby declared a public nuisance due to its deteriorated condition, posing a threat to public health, safety, and welfare as described in Exhibit A, attached hereto and incorporated herein.

**SECTION 3:** This Resolution shall become effective immediately upon its passage and approval.



G.5.

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

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary



**EXHIBIT A****Property Information**

- **Address:** 808 N. Ripley Street, Ennis, TX 75119
- **Parcel ID:** 161761
- **Legal Description:** W50 -4 25 SMITH 0.149 ACRES

**Narrative Summary**

The property located at **808 N. Ripley Street** has been the subject of repeated code enforcement actions due to its deteriorating condition. The structure has been found to violate multiple provisions of the City's adopted Code of Ordinances, posing significant risks to public health and safety.

Observed violations include, but are not limited to:

- Ennis Code of Ordinances - Sec. 5-271. General Maintenance Requirements
  - (c) Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
- 2021 International Property Maintenance Code (IPMC)
  - 111.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:
    - 3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
    - 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Despite prior notices and enforcement efforts, the property remains in violation and continues to present a public nuisance. The City seeks to initiate legal action under Chapter 54 of the Texas Local Government Code to bring the property into compliance through repair, demolition, or other necessary abatement measures.



G.5.

**Photographic Evidence**





ENNIS CITY COMMISSION  
**AGENDA SUMMARY FORM**



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution approving Change Order #6 with Lockwood, Andrews & Newnam (LAN), related to the Ennis Avenue Underpass project, by increasing the contract amount by \$299,986.20, raising the total contract to \$6,543,736.89.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** City Secretary

**Staff Contact:** Angie Wade, City Secretary

**BACKGROUND INFORMATION:**

The scope of services for Change Order #6 will provide for additional engineering efforts related to required TxDOT 2024 Specification updates, Green Ribbon items, temporary shoring and temporary casing design, and seismic analysis of UPRR bridge for the project. This change order increases the current contract by \$299,986.20, raising the contract total from \$6,243,750.69 to \$6,543,736.89.

1 TxDOT 2024 Specification Update	\$ 69,780.08
2 Separate Green Ribbon Items and Prepare Special Specifications/Provisions	\$ 84,213.60
3 Temporary Shoring Design and Temporary Casing Design	\$ 97,300.84
4 Seismic Analysis of UPRR Bridge	<u>\$ 48,691.68</u>
	Total \$ 299,986.20

**FINANCIAL IMPACT:**

Capital Projects

**ATTACHMENTS:**

[Agenda Placement Memo LAN CO #6 UPRR Safety Zone 7-8-25](#)  
[RESOLUTION NO.-LAN UPRR Safety Zone CO #6 - Pdf](#)





**INNOVATIVE TRANSPORTATION SOLUTIONS INC.**

2701 Valley View Lane ♦ Farmers Branch, Texas 75234-4924 ♦ (972) 484-2525 ♦ (972) 484-4545

## MEMORANDUM

**TO:** Ms. Andrea Weckmueller-Behringer, City Manager  
**FROM:** Barry Heard, P.E. *Barry Heard*  
**DATE:** July 8, 2025  
**RE:** Discussion of Contract Change Order #6 to the Professional Services Agreement with LAN for the Union Pacific Safety Zone Project

---

Attached please find the Contract Change Order #6 to the Professional Services Agreement with Lockwood, Andrews & Newman, Inc. (LAN) for the Union Pacific Safety Zone Project.

The scope of services for this Change Order will provide for additional engineering efforts related to required TxDOT 2024 Specification updates, Green Ribbon items, temporary shoring and temporary casing design, and seismic analysis of UPRR bridge for the project. This change order increases the current contract by \$299,986.20, raising the contract total from \$6,243,750.69 to \$6,543,736.89.

Upon execution, please submit the executed agreement to:

LAN, Inc.  
ATTN: Robin Li, P.E.  
8350 North Central Expressway  
Suite 1400  
Dallas, TX 75206-1631

It is Innovative Transportation Solutions' recommendation that the Ennis City Council consider approval of this Change Order. Please take the necessary steps to place this item on the council's agenda for consideration. If you have any questions, please call me at (972) 484 – 2525.

Attachment

cc: Mr. Daniel Ortiz, Assistant City Manager  
Mr. Ed Green, Public Works Director  
Ms. Angie Wade, City Secretary  
Ms. Bethany Prewitt, Deputy City Secretary  
Ms. Judy Rejcek, Executive Assistant, Office of the City Manager





**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #6 TO A PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS & NEWNAM (LAN) RELATED TO THE ENNIS AVENUE UNDERPASS PROJECT; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the 2015 Comprehensive Plan identifies the "Downtown" as one of three "Focus Areas" that are vital to the City achieving the quality of life and economic development objectives set forth in the plan; and

**WHEREAS**, the 2016 Downtown Master Plan identifies the Ennis Avenue Underpass as a Tier One Catalyst Project essential to the full and successful revitalization of the Downtown; and

**WHEREAS**, the 2021-2026 Capital Investment Plan (CIP) approves and funds the Ennis Avenue Underpass Project; and

**WHEREAS**, the City Commission hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the City of Ennis, Texas.

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

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

**SECTION 2:** That the City Manager is authorized to approve Change Order #6, EXHIBIT A, increasing the current contract amount from \$6,243,750.69 to \$6,543,736.89 plus allowable expenses and contingencies and execute any and all documents necessary to complete the action.

**SECTION 3:** 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 15th day of July, 2025.



G.6.

---

KAMERON RABURN, Mayor

ATTEST:

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ANGIE WADE, City Secretary





**Lockwood, Andrews  
& Newnam, Inc.**

A LEO A DALY COMPANY

July 7, 2025

Mr. Barry Heard, P.E.  
Innovative Transportation Solutions, Inc.  
2701 Valley View Lane  
Farmers Branch, Texas 75234-4924

Reference: Ennis UPRR Safety Zone Project

Subject: Change Order No. 6 Request for Additional Services

Dear Barry:

LAN presents this request for Change Order Number 6 for the Ennis UPRR Safety Zone Project.

We request your approval of the attached Change Order 6 to our contract for final design services as outlined in the attached Change Order. The Change Order consists of 5 parts as follows:

	Items	Fee
1	TxDOT 2024 Specification Update	\$ 69,780.08
2	Separate Green Ribbon Items and Prepare Special Specifications/Provisions	\$ 84,213.60
3	Temporary Shoring Design and Temporary Casing Design	\$ 97,300.84
4	Seismic Analysis of UPRR Bridge	\$ 48,691.68
	Total	\$ 299,986.20

Feel free to contact me at your convenience by phone at (281)723-8596 or email [rli@lan-inc.com](mailto:rli@lan-inc.com) if you have questions or need more information.

Sincerely,

Robin Li, P.E.  
Project Manager

Attachment:  
Scope of Change Order 6  
Fee breakdown for Change Order 6



Ennis TX, BU 287/Ennis Ave, Prop Underpass Structure  
RR/O, UPRR Ennis Sub., MP 230.87, DOT 973806N 765532S  
CSJ 0172-12-007

Scope of Supplemental (Change Order #6)

1. TxDOT 2024 Specification Update

TxDOT instructed to update specifications from 2014 version to 2024 at 100% submittal. Scope includes updating TxDOT Specifications from 2014 to 2024 version, updating TxDOT Special Specifications and Special Provisions to 2024 version, updating District General Notes to match 2024 Specifications, and updating Summary Sheets and Cost Estimates to 2024 specifications.

2. Separate Green Ribbon Items and Prepare Special Specifications for City Specialty Items

The scope is to remove Green Ribbon Items from TxDOT PS&E bid package and to incorporate unique items (non TxDOT standard pay items) to the bid package. LAN will create TxDOT approved special provision (estimated 34). LAN will also create TxDOT approved special specifications (estimated 5).

3. Temporary Shoring Design and Temporary Casing Design

The scope is to coordinate with TxDOT, UPRR, contractor, geotechnical engineer regarding UPRR 30% structural comment on temporary shoring design and to provide detailed design drawings and calculations. The scope also includes the detailed design and calculations of temporary casing.

4. Seismic Analysis of UPRR Bridge

The assumption of the original scope is that UPRR does not consider seismic loads for bridges in Texas. At UPRR 30% submittal, the UPRR reviewers commented for this project to provide seismic analysis and calculation of the superstructure and substructure.

The scope is to coordinate with TxDOT and UPRR regarding the seismic comments and to provide calculations and responses.



City of Ennis Texas Department of Transportation-Dallas District EXHIBIT D SUMMARY OF MANHOURS BY CLASSIFICATION & MAJOR TASK ANALYSIS Contract No. BUS 287 (Ennis Avenue) RR Safety Improvments Lockwood, Andrews & Newnam, Inc.  CSJ: 0172-12-007													
TxDOT FUNCTION CODE	DESCRIPTION OF WORK TASK			Project Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	SR. Engr Tech	Engineer Tech	Clerical	Total Labor Hours	Total Labor Cost per Task
				\$370.79	\$321.81	\$260.15	\$224.15	\$155.24	\$209.53	\$166.82	\$126.40		
163	Miscellaneous Roadway												
	C.	Miscellaneous Roadway											
		2	Traffic Control										
		a.	Temporary Shoring and Temporary Casing	24	48	64	112	120	60			428	\$97,300.84
	I.	Agreements (Railroad, etc.) and Layouts and Design											
		16	Seismic Analysis	48	96							144	\$48,691.68
	J.	Estimate											
		1	Update Summary Sheets and Cost Estimates to 2024 Specification	8	20			80				108	\$21,821.72
	L.	Specifications and General Notes											
		1	Update TxDOT Specifications From 2014 to 2024 Version	8	20			80				108	\$21,821.72
		2	Update TxDOT Special Specifications and Special Provisions To 2024 Version	8	40							48	\$15,838.72
		3	Review and Update District General Notes to Match 2024 Specifications		32							32	\$10,297.92
		4	Separate Green Ribbon Item and Prepare Special Specifications (5) and Special Provisions (34)	40	80	120		80				320	\$84,213.60

DIRECT COSTS	QUANTITY	UNIT	COST	TOTAL
Photo copies B/W (8x10)		Ea.	\$0.08	\$0.00
Photo copies B/W (11x17)		Ea.	\$0.12	\$0.00
Photo copies Color (8x10)		Ea.	\$0.75	\$0.00
Photo copies Color (11x17)		Ea.	\$1.50	\$0.00
White Mylar (11x17)		Ea.	\$2.00	\$0.00
Deliveries		Ea.	\$20.00	\$0.00
Mileage		Mile	\$0.575	\$0.00
Total Direct Costs	\$0.00			

FC 163	LAN Total	\$299,986.20
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## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission

**Subject:** Discuss and consider approval of a Resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel for the Steering Committee.

**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025

**Department:** City Secretary

**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a **12.3% increase in residential rates and a 51.0% increase in street lighting rates**. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

Many cities have expressed concerns regarding the significant increase in street lighting rates. Oncor's request will impact all cities of the Oncor Cities Steering Committee. A consultant has been retained to review the Company's streetlight rate request. Oncor provides services to approximately 455,000 streetlights and adds an average of 9,245 streetlights per year. The Company claims the streetlight rate increase is necessary to, among other purposes, (1) support streetlight repairs and replacements; (2) phase out High Pressure Sodium (HPS) Lights; and (3) replace HPS Lights with LED. Significantly, the Company seeks to establish all streetlight rates—for LED lights or otherwise—based on LED costs. Oncor alleges that the "proposed methodology recognizes the industry trend of using LED lights for the vast majority of new-build installations" and "incentivize[s] the end-user to migrate toward the use of more environmentally friendly LED lights." Cities, with the help of the consultant, will scrutinize—and may ultimately challenge—Oncor's streetlight claims and related rate request.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.



G.7.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

**FINANCIAL IMPACT:**

The 51% increase in street lighting rates would have a significant impact on the City's budget

**RECOMMENDATION:**

Staff recommends approval of the Resolution

**ATTACHMENTS:**

[RESOLUTION NO.-Oncor Request for Rate Change - Pdf](#)





**RESOLUTION NO.**

**RESOLUTION OF THE CITY OF ENNIS SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE**

**WHEREAS**, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Ennis a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

**WHEREAS**, the City of Ennis is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

**WHEREAS**, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

**WHEREAS**, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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



**SECTION 1:** That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

**SECTION 2:** As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

**SECTION 3:** That the City's reasonable rate case expenses shall be reimbursed by Oncor.

**SECTION 4:** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 5:** A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

---

KAMERON RABURN, Mayor

ATTEST:

---

ANGIE WADE, City Secretary



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Discuss and consider appointments and reappointments to the Parks Board.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

The Parks Board currently has 4 members with terms expiring July 31, 2025.

A recommendation has been made to reappoint the following members to a 3-year term expiring July 31, 2028:

Michael Sibley  
James Patak  
Greg Vineyard

A recommendation has also been made to appoint Ariana Campos to a 3-year term expiring July 31, 2028.



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Discuss and consider appointments and reappointments to the Planning and Zoning Commission.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

The Planning and Zoning Commission currently has five positions with terms expiring July 31, 2025.

A recommendation has been made to reappoint the following members for a term expiring July 31, 2027:

Jasper Hughes, JR.  
Ian Coleman  
Austin Estes  
Randolph Severson - Alternate  
Joshua Tompkins - Alternate



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Discuss and consider appointments and reappointments to the Historic Landmark Commission.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

The Historic Landmark Commission currently has five members with terms expiring July 31, 2025 and one vacancy for a term to expire July 31, 2026.

A recommendation has been made to reappoint the following members to the HLC for terms expiring July 31, 2027:

David Espedal  
Charlene Russell  
Logan Treadaway  
Sally Severson  
Melinda King - Alternate

A recommendation has been made to make the following appointment to the HLC to fill a vacancy for a term expiring July 31, 2026:

Mary Gilmore - Alternate



## ENNIS CITY COMMISSION AGENDA SUMMARY FORM



**To:** City Commission  
**Subject:** Discuss and consider appointments and reappointments to the Railroad Museum Board.  
**Meeting:** ENNIS CITY COMMISSION - 15 Jul 2025  
**Department:** City Secretary  
**Staff Contact:** Angie Wade, City Secretary

### BACKGROUND INFORMATION:

The Railroad Museum Board currently has four members with terms expiring July 31, 2025.

A recommendation has been made to reappoint the following members for terms expiring July 31, 2027:

John McIntosh  
Robby Keever  
Dane Williams  
Justin Spence