



**ENNIS CITY COMMISSION
SPECIAL MEETING AGENDA
TUESDAY, JULY 29, 2025
5:30 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

A. CALL TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

B. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- B.1. Consider approval of a Resolution approving an amendment to the Development Incentive Agreement between the Ennis Economic Development Corporation ("EDC"), the City, and Sonoma Trail Partners, Ltd., for the Old Telico Road Realignment, an Economic Development Project, to increase the incentive by an amount not to exceed \$50,000.00, amending the EDC budget to increase the project budget by \$50,000.00 for a total not to exceed \$150,000.00, and authorizing the Mayor to sign any documents in connection therewith.

[Old Telico Realignment Amendment Agenda Summary](#)

[2025-06-09 Approved Civil Plan Excerpt](#)

[2024-12-17 EXECUTED Incentive Agreement - Old Telico Rd.](#)

[RESOLUTION NO.-Amendment to Old Telico Rd Realignment Agreement](#)

[First Amendment to Incentive Agreement Old Telico Rd Realignment](#)

C. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: **Friday, July 25, 2025 at 5:00 P.M.** and will remain posted for at least two hours after said meeting was convened.

ANGIE WADE, TRMC, CMC

City Secretary

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

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Consider approval of a Resolution approving an amendment to the Development Incentive Agreement between the Economic Development Corporation, the City, and Sonoma Trail Partners, Ltd., for the Old Telico Road Realignment, an Economic Development Project, to increase the incentive by an amount not to exceed \$50,000.00, amending the EDC budget to increase the project budget by \$50,000.00 for a total not to exceed \$150,000.00, and authorizing the Mayor to sign any documents in connection therewith.

Meeting: ENNIS CITY COMMISSION - 29 Jul 2025

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

In addition to smaller retail developments on one side of the highway, Sonoma Trail Partners, Ltd. is currently constructing a large retail development at the northeast corner of the intersection of Sonoma Trail and State Highway 34 East.

The Developer, their contracted engineering firm, the Texas Department of Transportation (TxDOT), and the City of Ennis discussed potential traffic impacts, which resulted in the formulation of a proposal to realign Old Telico Road and its connection to State Highway 34 East. In further discussions between the Developer and the Ennis Economic Development Corporation (EEDC), it was determined that the best pathway to accomplish this realignment would be for the Developer to donate the right-of-way needed for the project and for the EEDC to pay an equal share of the cost of the engineering design and construction for the realigned roadway, subject to a maximum participation cap of \$100,000.00 of EEDC funding.

Accordingly, as of December 17, 2024, the Developer, the EEDC, and the City entered into a Development Incentive Agreement, which provided \$100,000 in EEDC funding for the realignment of the connection between Old Telico Road and State Highway 34 East at the intersection of Baker Drive.

Since then, as the design of the roadway alignment was recently finalized, it was determined that the cost of the construction will exceed the previous estimate. The parties to the initial Development Incentive Agreement would therefore like to amend and increase the amount of the incentives by \$50,000, for a total not to exceed a \$150,000 incentive to be paid as equal share of the cost incurred.

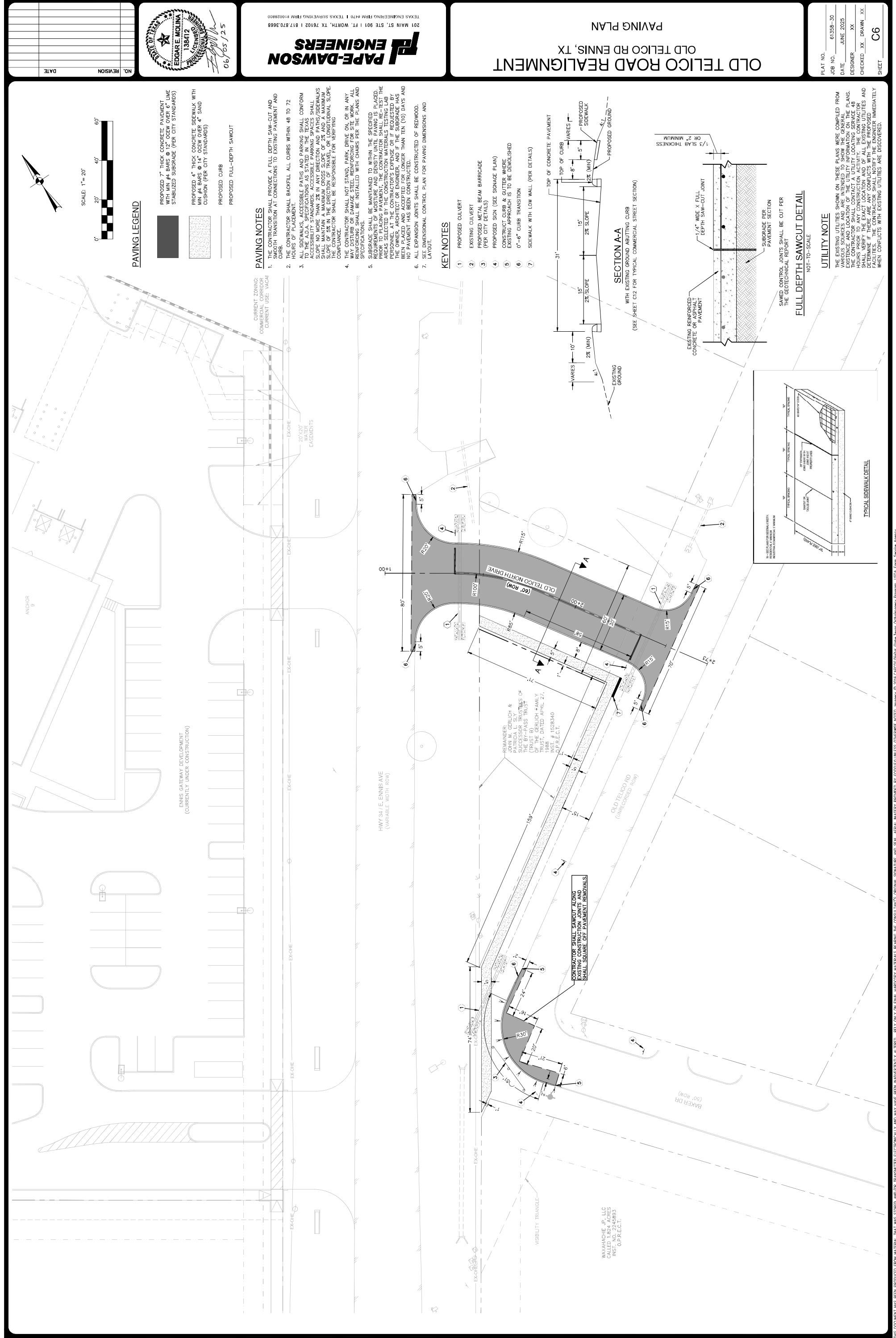
FINANCIAL IMPACT:

\$50,000.00 increase to Ennis Economic Development Corporation Budget for a total project budget not to exceed \$150,000.00

B.1.

RECOMMENDATION:

Staff recommends approval



DEVELOPMENT INCENTIVE AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the day of December 17, 2024 (the “**Effective Date**”), by and between **Sonoma Trail Partners, Ltd.**, a Texas limited partnership (“**Developer**”), the **Ennis Economic Development Corporation**, a Type B corporation organized under the Development Corporation Act (Chapters 501 and 505 of the Texas Local Government Code) (the “**EEDC**”) and the **City of Ennis**, a Texas home rule city in Ellis County, Texas (the “**City**”), (the City, EEDC, and Developer collectively referred to as the “**Parties**” or singularly as a “**Party**”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, there is a connection (“**Old Connection**”) between Old Telico Road and Highway 34 East at the intersection of Baker Drive, Old Telico Road, and Highway 34 East which is further described in Exhibit A; and

WHEREAS, the area around this intersection is being developed, causing more traffic and usage of the all roads, including Old Connection; and

WHEREAS, one of the developments in the area is a large commercial/retail development across from the Old Connection and Highway 34 East and is owned by Developer; and

WHEREAS, the Parties wish to realign the Old Connection to meet the demands of increased use for the Developer’s commercial development and that of other surrounding properties, making it safer for all users; and

WHEREAS, this infrastructure is necessary to promote or develop new or expanded business enterprises in the City; and

WHEREAS, Developer will deed to the City, at no cost to the City, a sixty-foot Right-of-Way for the New Connection, design and construct the New Connection as reflected in Exhibit A on property owned by Developer, and dedicate this road to the City in order to facilitate development; and

WHEREAS, Developer also has agreed to provide to City, at no cost to the City, a ten-foot utility easement immediately adjacent to the New Connection on its Western border; and

WHEREAS, the Development Corporation Act, Title 12, Subtitle C1, Chapter 501-505 of the Texas Local Government Code authorizes the EEDC to provide funding and economic development grants for such infrastructure projects; and

WHEREAS, in order to provide for investment in areas in need of development by businesses which result in the creation of new jobs, new income, and provide for positive economic growth and economic stabilization beneficial to the City as a whole, the City has created a program for economic incentives pursuant to Chapter 380 of the Texas Local Government Code, as amended; and

WHEREAS, the Parties have determined that it is in the best interest of the public for Developer to construct the New Connection and for the EEDC to reimburse Developer for certain costs of the New Connection, as provided in this Agreement; and

WHEREAS, Developer is responsible for the surveying, design, engineering, and construction and of the New Connection and demolition of the Old Connection should the street be abandoned by the City and paying all City fees and costs including those for the city engineer review and city infrastructure inspection, subject to the possible reimbursement by the City, and the City is willing to reimburse Developer for up to 50% of the funds advanced by Developer for the surveying, design, engineering, and construction of the New Connection, including appurtenant drainage infrastructure, as described herein,

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Project**. Developer agrees to survey, design, engineer, and construct or cause to be surveyed, designed, engineered, and constructed the New Connection which is along the eastern boundary of the Property I.D. 275434, together with appurtenant drainage infrastructure, and as further described in Exhibit A. The New Connection shall consist of thirty-seven (37) linear feet of pavement, back of curb to back of curb, commencing at Old Telico Rd. on the Southeastern boundary of property and commencing for approximately 150' to Hwy. 34 East on the Northeastern boundary of the property and as is more particularly described in Exhibit A which is attached hereto and incorporated herein by reference. Developer shall cause the New Connection to be constructed in accordance with this Agreement, City specifications, and applicable laws, including codes, ordinances, and regulations applicable to the work ("**Applicable Laws**"), and the plans and specifications ("**Plans**") as designed by Pape Dawson Engineers, 201 Main St., Ft. Worth, Texas 76102 ("**Project Engineer**") as such Plans are approved by the City, and/or any other applicable authority having jurisdiction over such Plans and the construction of the New Connection. The New Connection and demolition of the Old Connection may also be referred to as the "**Work**."

(a) **Design and Permitting**. Developer will fully design the New Connection and obtain all necessary permits and approvals from governmental entities having jurisdiction over the New Connection. The City agrees to use reasonable efforts to assist Developer in obtaining such permits and approvals.

(b) **Construction**. Developer and the City agree as follows:

(1) Within 30 days of issuance of all necessary permits, Developer will commence the construction of the New Connection. Developer will enter into a construction contract (the "**Construction Contract**") for the New Connection with a contractor (the "**Contractor**") reasonably acceptable to and approved by the City, which approval will

not be unreasonably withheld, conditioned, or delayed.

- (2) Right to Inspect. During construction of the New Connection, the City shall have the right, in accordance with standard City ordinances and procedures to review all documents, maps, plats, records, photographs, reports, and drawings relating to the New Connection and to inspect the Work in progress, provided that in conducting such inspections, the City shall not unreasonably interfere with the progress of the Work. Developer shall pay all City fees and costs including those for the city engineer review and city infrastructure inspection. In addition, Developer agrees to make available to the City its books and other records related to construction of the New Connection, during normal business hours.
 - (3) Change Orders. Subject to Applicable Laws, Developer shall have the right to authorize change orders involving the Work without the approval of the City if such change order (i) does not change or impact the scope of the Work as reflected in the approved Plans; and with respect to the Construction Contract, (A) will not result in a net increase of more than ten percent (10.0%) of the contract amount, and (B) when added to all prior change orders to the Construction Contract, will not result in a net increase of more than fifteen percent (15.0%) of the contract amount; otherwise, the City shall have the right to review and approve (or disapprove) the change order, provided that such approval shall not be unreasonably withheld, conditioned, or delayed and such approval shall be deemed given if the City does not respond to Developer within ten (10) business days after the Developer's request.
 - (4) Completion of Work. On or before December 31, 2026 (“**Completion Deadline**”), Developer shall Complete (as hereinafter defined) all of the Work at Developer's cost. For purposes of this Agreement, the Work shall be deemed to be “**Complete**” or “**Completed**” when (i) Developer has delivered to the City written certification from the Project Engineer that the Work has been constructed substantially in accordance with the applicable Plans and Applicable Laws, (ii) the City has accepted the Work, and Developer has received, recorded, and delivered to the City a copy of a final unconditional lien waiver executed by the contractor or a copy of the contractor's payment bond and consent of surety to final payment, reflecting that all Work has been performed.
2. Right-of-Way and Easement. Upon acceptance of the Work by the City, Developer will deed to the City, at no cost to the City, the New Connection, and dedicate this road to the City. On or before January 31, 2026, Developer will provide to City, at no cost to the City, a ten-foot utility easement immediately adjacent to the New Connection on its Western border as detailed in Exhibit B.
 3. Reimbursement by the EEDC. In consideration of Developer's agreement to construct the New Connection in accordance with the requirements set forth herein and other consideration provided herein, the EEDC agrees to reimburse Developer for the Work upon completion of the Work in an amount not to exceed 50% of the actual costs of the Work (the “**Reimbursement**”), but not to exceed \$100,000.00 (“**Cap**”).

(a) Priority. Notwithstanding anything else in this Agreement, the priority of the Developer's right to be paid shall be determined by treating Developer's right to any payment due under this Agreement as arising on the date that the City Council approves the Agreement ("**Approval Date**"). Developer's right to payment pursuant to this Agreement shall have priority of payment over any other payments from EEDC except (i) payments pursuant to payment obligations that were established prior to the Approval Date; and (iii) any revenues pledged, designated, transferred or otherwise used or to be used to pay any EEDC debt obligations issued by the EEDC prior to or subsequent to the Approval Date.

(b) Draw Request Upon completion of the Work, Developer shall deliver to the EEDC a Draw Request which shall (i) be identified as the "**Draw Request**"; (ii) be accompanied by a final statutory lien waiver from the Contractor and any other contractor(s), supplier(s), and/or professional(s) providing labor, materials, supplies, or professional services for which such final Draw Request relates; (iii) record drawings in compliance with the Subdivision Regulations of the City of Ennis of the Work; and (iv) be accompanied by the certificate of completion by the Project Engineer, all in compliance with the Applicable Laws. The Draw Request will be funded only after acceptance by the City of the Work.

(c) Funding Draw Requests. Upon the City's and EEDC's review and approval of a Draw Request, the EEDC will fund the amount of the Reimbursement due to Developer and up to the Cap within fourteen (14) days after submittal of the Draw Request. If the EEDC disputes any amount set forth in a Draw Request or requires additional information, the EEDC will fund all amounts not in dispute, and the EEDC and Developer will work in good faith to address any questions or concerns the City and/or EEDC has about any amounts in dispute or for which the City and/or EEDC requires additional information.

(d) Lawfully Available Funds. The Reimbursement payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the EEDC. Under no circumstances shall the EEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the EEDC shall have no obligation or liability to pay any Reimbursement unless the Developer complies with all requirements of the Agreement, and EEDC has appropriate funds to make such payment during the budget year in which the Reimbursement is payable; provided that during the Term of this Agreement the City and/or EEDC agree that each will take such steps as are within its power to appropriate funds each year estimated to equal the amount of Reimbursement to be paid the Developer for the ensuing fiscal year. Further, the City and/or EEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the City's or EEDC's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

4. Closure of Old Connection. Upon compliance of Developer with the terms of this Agreement and the completion of New Connection, the City will close the Old Connection and institute the process of abandoning Old Connection. If the City abandons Old Connection, the Developer shall demolish Old Connection, solely at its cost. The

demolition is considered part of the Work and is subject all requirements in Section 1 and may be included in the reimbursement of Section 3.

5. **Insurance and Indemnification.** Developer shall cause the Contractor to carry a commercial liability insurance policy insuring against claims on account of lost life, bodily injury, or property damage that may arise from, or be occasioned by the condition, use, or occupancy of the property, or caused by any Contractor, or caused by those persons or entities for whose acts and omissions any Contractor is legally liable (such policy being issued by an insurance company qualified to do business in Texas, and having limits for loss of life or bodily injury in an amount of not less than \$1,000,000.00 for each occurrence), during any periods of time during which it is performing any work or causing to be performed any work on the New Connection that is within the scope and purview of this Agreement. Prior to commencing any activities related to the Work, Developer shall be required to deliver or cause the Contractor to deliver to the City and the EEDC, copies of insurance certificates evidencing the foregoing and naming the City and the EEDC as an additional insured under the policies.

INDEMNIFICATION. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, EEDC, AND /OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR ESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF DEVELOPER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

6. **Performance, Payment, and Maintenance Bonds.** Developer or its contractor must execute a performance bond with the City as beneficiary for the construction and completion of the said improvements outlined above. The bond shall also be executed by corporate surety and shall be in compliance with Chapter 2253 of the Texas Government Code. If the construction contract will be an amount exceeding \$50,000.00, then Developer shall require a Payment Bond from the construction contractor; said Payment Bond shall be in compliance with Chapter 2253 of the Texas Government Code. Developer shall also require a Maintenance Bond from the construction contractor; said Maintenance Bond shall be in the amount of One Hundred Percent (100%) of the contract price for all work on the public improvements, shall be in favor of both Developer and the City, shall be for a period of two (2) years from the date of acceptance by the City for the public construction, and shall be executed by an approved surety company authorized to do business in the State of Texas. Developer shall guarantee of materials and workmanship of his construction contractors, with whom he contracts for furnishing materials and installing the improvements, required under this chapter and shall himself be responsible for guaranteeing that all materials and workmanship in connection with such improvements are free of defects for a period of two years after the date of acceptance of the improvements.

7. **Maintenance.** Upon acceptance by the City of the New Connection and subject to paragraph 6, the City shall at all times maintain the New Connection, or cause the same to be maintained, in good condition and working order.

8. **Force Majeure.** If, by reasons of Force Majeure, any Party will be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party will give written notice to the other Party describing the events of Force Majeure within ten (10) days after the occurrence of such events. The impacted Party's obligations hereunder will be suspended during the events of Force Majeure, but the impacted Party will use commercially reasonable efforts to fulfill its obligations hereunder as soon as reasonably practicable. **Definition.** The term "**Force Majeure**" as used in this Agreement will mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or other public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; other natural disasters; civil disturbances; or explosions..

9. **Assignment.** The Parties may not assign this Agreement or its rights and obligations hereunder without the prior written consent of the other.

10. **Developer's Certifications.**

(a) Developer certifies by executing this Agreement that Developer does not and will not knowingly employ undocumented workers as that term is defined in Section 2264.001(4) of the Texas Government Code. In the event Developer is convicted of violation of 8 U.S.C Section 1324 a(f) (relating to federal criminal penalties and injunctions for a pattern or practice employing unauthorized aliens), Developer shall repay the amount of the fee waivers, lien releases, and in-kind services received under this Agreement, with interest at a rate of 5% per annum, not later than the 120th day after the date the City notifies Developer of the violation. Notwithstanding anything to the contrary herein, this Section shall survive the expiration or termination of this Agreement.

(b) Developer certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City. Developer certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Developer further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

(c) **Petroleum.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Developer 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 enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing

verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

(d) Firearms. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or

individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

(e) The Developer represents and warrants, as of the date hereof that:

- (1) It is a corporation organized and validly existing under the laws of the State of Texas and is qualified to do business in the State of Texas, has the legal capacity and the authority to enter into and perform its obligations under this Agreement, and the same shall be true and accurate at all times in connection with this Agreement;
- (2) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement, and this Agreement is not in contravention of the Developer’s articles of incorporation or regulations, or any agreement or instrument to which the Developer is a party or by which it may be bound as of the date hereof;
- (3) It has the necessary legal ability to perform its obligations under this Agreement;
- (4) No litigation or governmental proceeding is pending, against the Developer which may result in a material adverse change in the Developer’s business, properties or operations sufficient to jeopardize the Developer as a going concern; and
- (5) This Agreement constitutes a valid and binding obligation of the Developer enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors’ rights and by equitable principles, whether considered at law or in equity.

11. **Notices.** All notices required hereunder shall be in writing and delivered by a professional delivery service, by recognized overnight courier service (such as FedEx), or by certified mail, return receipt requested, postage prepaid to the addresses set forth below (provided that any Party shall have the right to change such address by written notice to the other Party) and such notice(s) shall be deemed received when it is deposited with such service or the United States Postal Service (as applicable):

Developer's Address: Sonoma Trail Partners, Ltd.
Attn: James Provost
2300 Lohman's Spur, Suite 184
Austin, Texas 78734
Telephone: 512-656-4969

With a copy to: Sonoma Trail Partners, Ltd.
Attn: James Provost
PO Box 340519
Austin, Texas 78734
Email: jp@commercialmg.com

City's Address: City of Ennis
c/o City Manager
107 N Sherman St.
Ennis, Texas 75119

With a copy to: City Attorney
Patricia Adams
Messer Fort, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

EEDC's Address: Ennis Economic Development Corporation
c/o Executive Director
108 W. Knox St.
Ennis, Texas 75119

12. **Term.** The term of this Agreement runs through March 31, 2027.

13. **Default.** If, during the Term of this Agreement, either Party breaches any of the terms or conditions of this Agreement, then that Party shall be in default ("**Event of Default**"). The other Party shall give the defaulting Party written notice of such default, and if the defaulting Party has not cured any default within sixty (60) days of said written notice, this Agreement may be terminated by the other Party.

14. **Termination.** This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the Parties;

(b) by City, EEDC or Developer, respectively, if the other party defaults as provided herein;

(c) by City and /or EEDC, if any taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer with respect to the New Connection or any property or any business owned by the Developer in the City owed to the City or the State of Texas by Developer shall have become delinquent (provided, however, Developer retains the right to timely and properly protest and contest any such Impositions);

(d) by City and/or EEDC, if Developer suffers an event of bankruptcy or insolvency;

(e) by City, EEDC, or Developer, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) expiration of the term, or any subsequent renewal of the term.

15. **General Covenants and Provisions.**

i. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any applicable law, then such provision will be deemed to be modified to the extent necessary to render it legal, valid, and enforceable, and if no such modification will render it legal, valid, and enforceable, then this Agreement will be construed as if not containing the provision held to be invalid, and the rights and obligations of the Parties will be construed and enforced accordingly.

ii. **Binding Effect.** This Agreement and the terms, covenants, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

iii. **Entire Agreement.** This Agreement, together with the exhibits referenced herein, contains the entire understanding between the Parties with respect to the subject matter of this Agreement, and there are no other agreements, oral or written, between the Parties regarding the subject matter of this Agreement. All of the exhibits attached to this Agreement are incorporated herein, and made a part of, this Agreement.

iv. **No Partnership or Agency.** This Agreement is not intended, and nothing herein shall be construed, to make the Parties partners, co-tenants, or joint venturers with each other, unless otherwise expressly provided for herein.

v. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

vi. Venue. Venue for any suit arising under this agreement will be in a court of competent jurisdiction in Ellis County, Texas.

vii. Amendment; Waiver. This Agreement may not be amended or modified orally, but only by a written agreement executed by Developer and the City. No delay or omission by the City or Developer in exercising any power or right hereunder shall impair any such right or power or be construed as a waiver thereof, or any acquiescence therein, nor shall any single or partial exercise of any such power preclude other or further exercise thereof, or the exercise of any other right or power hereunder.

viii. Number and Gender; Captions. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

ix. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by electronically scanning and e-mailing or by facsimile machine, and the Parties intend that electronically scanned and e-mailed or faxed signatures shall constitute original signatures. An electronically scanned or facsimile copy or any counterpart or conformed copy of this Agreement with the signature, original, scanned, e-mailed, or faxed, of all of the Parties shall be binding on the Parties.

[Signatures the following pages]

B.1.

EXECUTED in duplicate originals the 17 day of December, 2024.

CITY OF ENNIS, TEXAS

By: Kameron Raburn
Kameron Raburn, Mayor

Attest:

By: Angie Wade
Angie Wade, City Secretary

Approved as to Form:

By: _____
Patricia Adams, City Attorney

B.1.

EXECUTED in duplicate originals the 18 day of December, 2024.

ENNIS ECONOMIC DEVELOPMENT CORPORATION

By: Julie Pierce
Julie Pierce, President

Attest:

By: Rhonda L. [Signature]

B.1.

EXECUTED in duplicate originals the 20th day of January, 2021. 5 Re

SONOMA TRAIL PARTNERS, LTD.

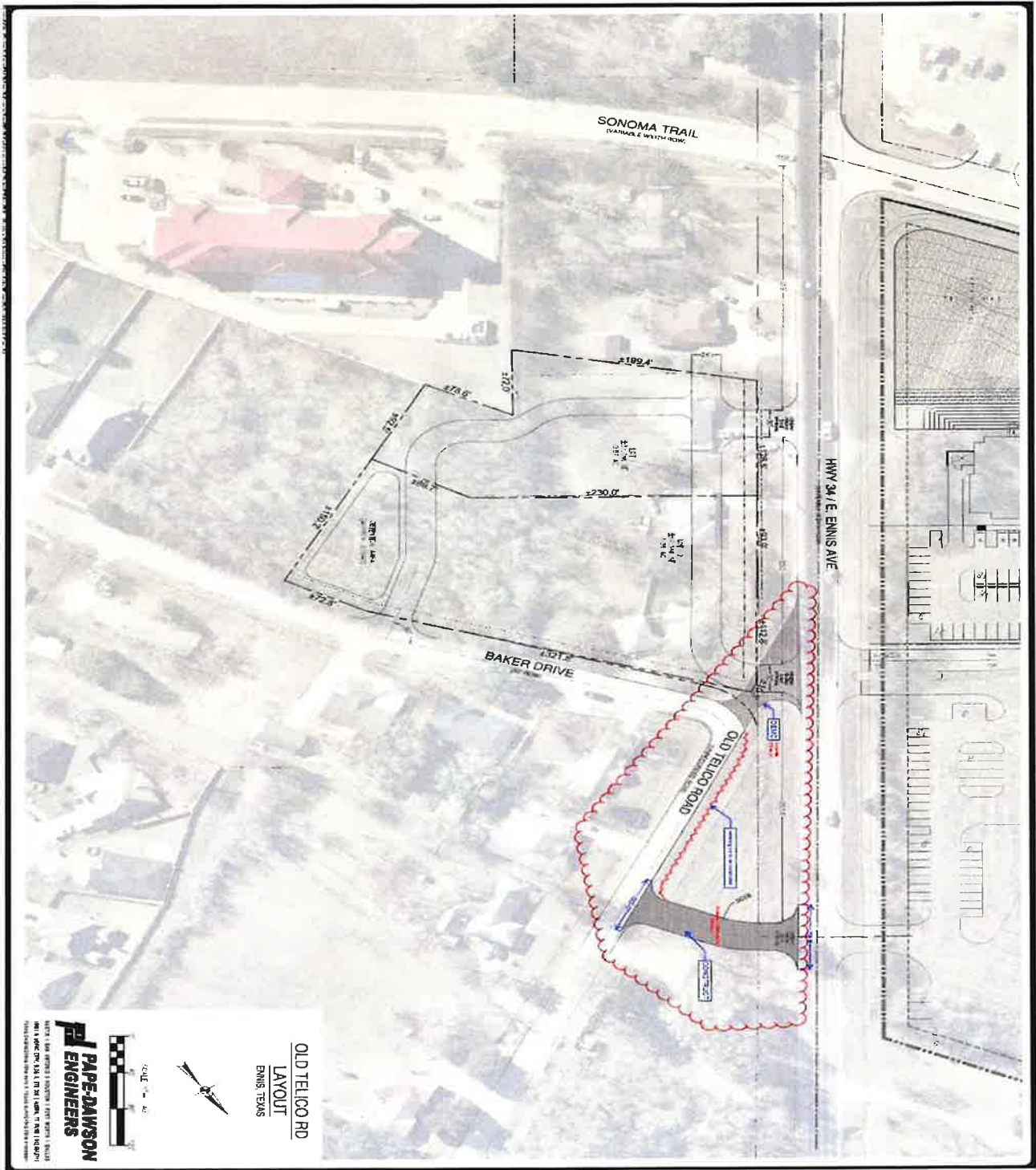
By: 

James C. Provost, Director
Sonoma Trail Partners, LTD

Attest:

By: 

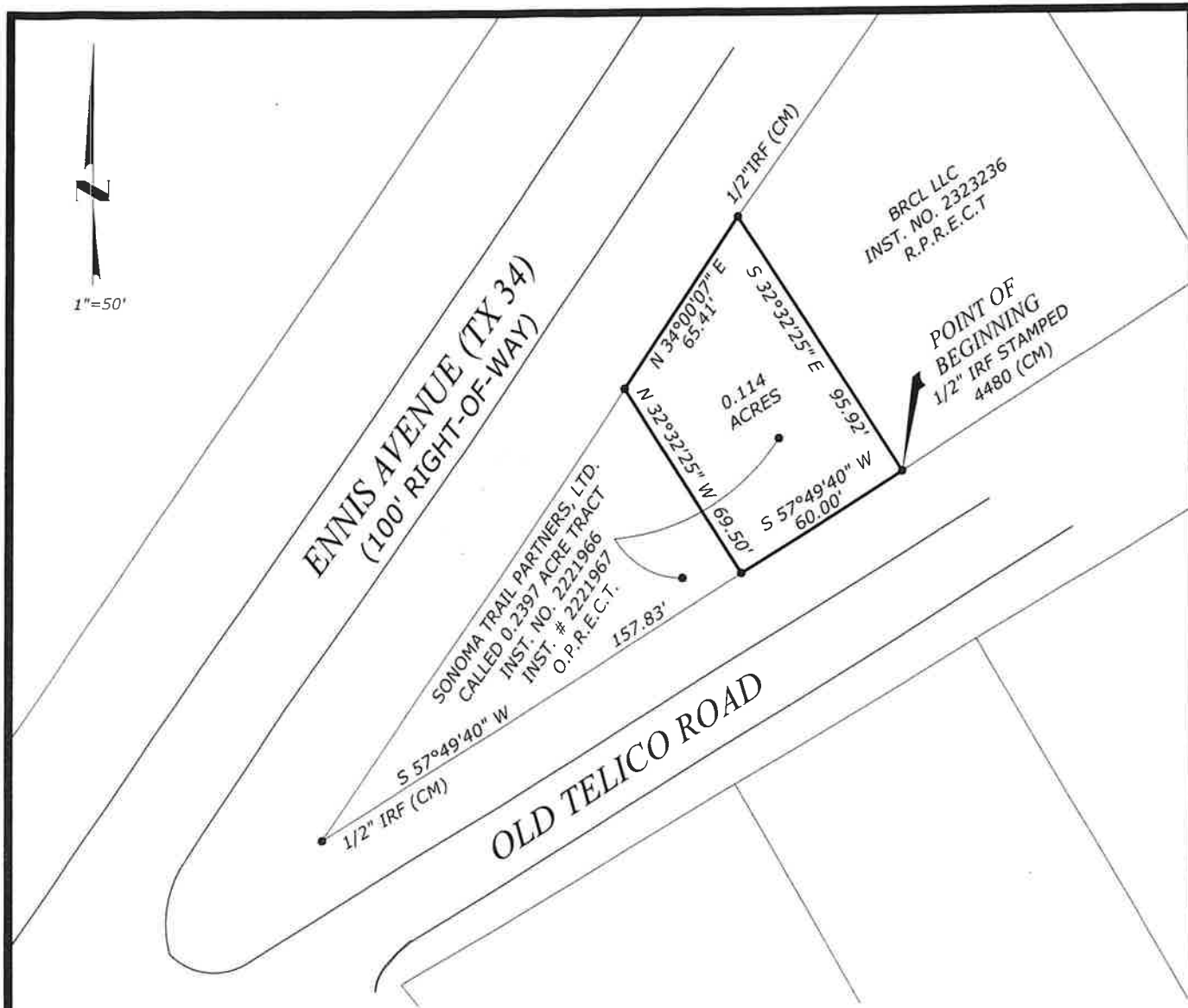
EXHIBIT A
REALIGNMENT OF OLD TELICO RD.



B.1.

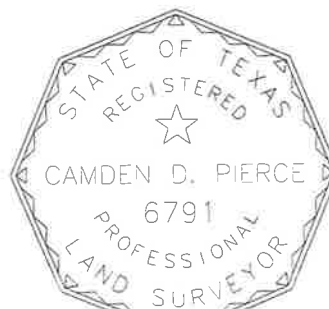
EXHIBIT B
RIGHT OF WAY AND UTILITY EASEMENT

14



CM=CONTROLLING MONUMENT
IRF = IRON ROD FOUND

BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM,
NORTH CENTRAL ZONE, NAD83 DATUM, 2011 REALIZATION.



CDP

12-09-24

**PIERCE-MURRAY
LAND SOLUTIONS**

Engineering Surveying

PIERCE-MURRAY LAND SOLUTIONS
800 TALLYHO CIRCLE
TYLER, TEXAS 75703

(817) 239-5646

(903) 539-2256

TBPELS FIRM REGISTRATION NO. 10194437

AN EXHIBIT SHOWING A
60' RIGHT-OF-WAY PARCEL
SITUATED IN THE
THOMAS HAVENS SURVEY, ABSTRACT NUMBER 489
ELLIS COUNTY, TEXAS

DRAWN BY: TAM CHECKED BY: CDP DATE: 12-09-2024 JOB NO. 2111-106 TBPELS NO. 10194437 FILE: 2111-106 TELICO ROW2

60' RIGHT-OF-WAY PARCEL DESCRIPTION

Being a tract of land situated in the Thomas Haven Survey, Abstract No. 489, City of Ennis, Ellis County, Texas and being a portion of that certain called 0.2397 acre tract described in a deed to Sonoma Trail Partners, Ltd., as recorded in Instrument Number 2221966 and Instrument Number 2221967, Official Public Records of Ellis County, and being more particularly described by metes and bounds as follows:

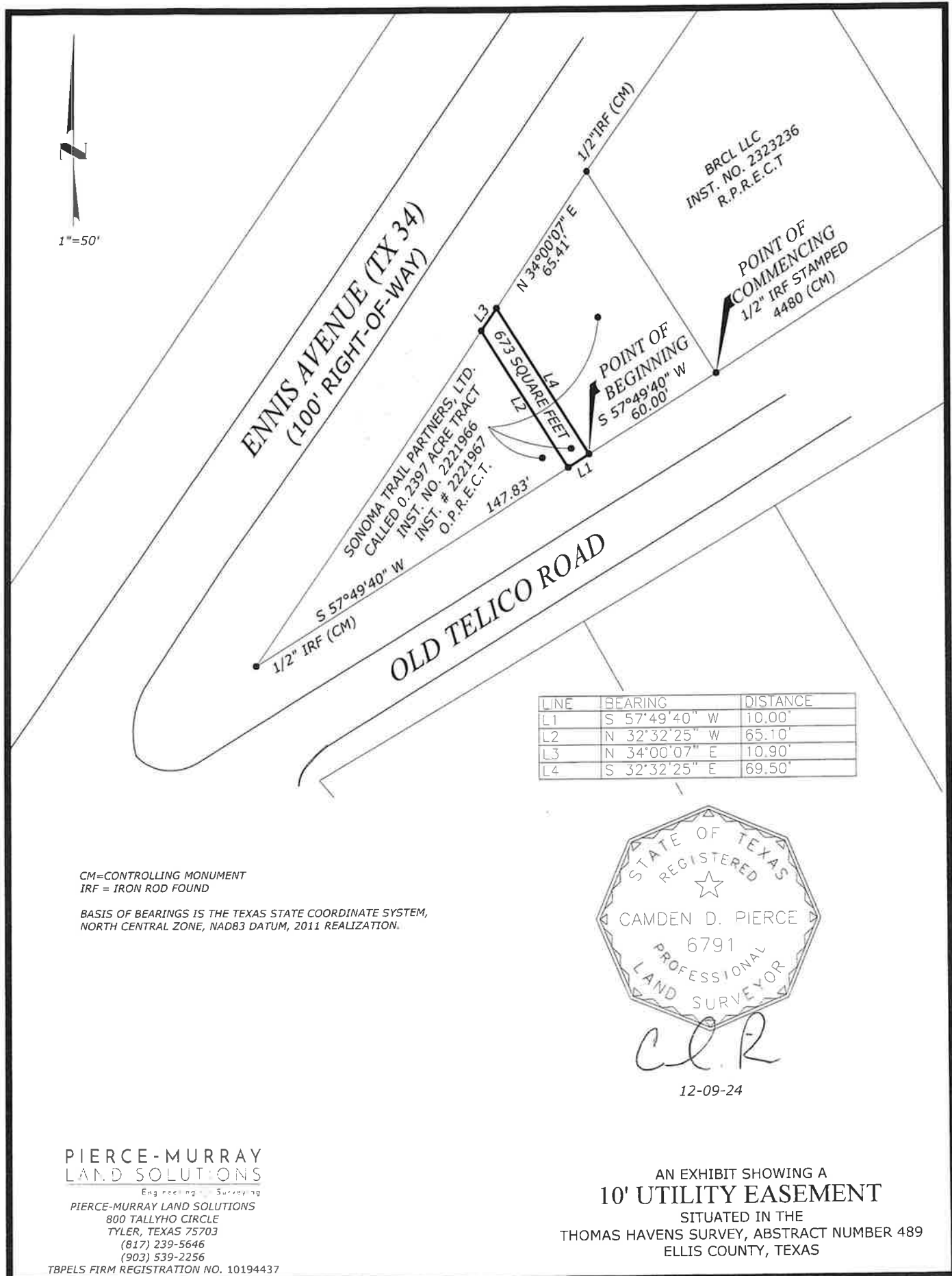
BEGINNING at a 1/2" iron rod with cap stamped "4480" found for the southeast corner of said called 0.2397 acre tract and said point being in the north line of Old Telico Road;

THENCE S 57°49'40"W, a distance of 60.00 feet along the common line of the south line of said called 0.2397 acre tract and the north line of said Old Telico Road to a point from which the most westerly corner of said called 0.2397 acre tract bears S 57°49'40"W, 157.83 feet;

THENCE N 32°32'25"W, a distance of 69.50 feet to the northerly line of said called 0.2397 acre tract and the southerly line of Ennis Avenue (TX 34, a 100' Right-of-Way);

THENCE N 34°00'07"E, a distance of 65.41 feet along northerly line of said called 0.2397 acre tract and the southerly line of Ennis Avenue to the northeast corner of said called 0.2397 acre tract;

THENCE S 32°32'25"E, a distance of 95.92 feet along the east line of said called 0.2397 acre tract and returning to the Point of Beginning and containing 4,963 square feet or 0.114 acres of land, more or less.



DRAWN BY: TAM CHECKED BY: CDP DATE: 12-09-2024 JOB NO. 2111-106 TBPELS NO. 10194437 FILE: 2111-106 EA5

10' UTILITY EASEMENT DESCRIPTION

Being a tract of land situated in the Thomas Haven Survey, Abstract No. 489, City of Ennis, Ellis County, Texas and being a portion of that certain called 0.2397 acre tract described in a deed to Sonoma Trail Partners, Ltd., as recorded in Instrument Number 2221966 and Instrument Number 2221967, Official Public Records of Ellis County, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod with cap stamped "4480" found for the southeast corner of said called 0.2397 acre tract and said point being in the north line of Old Telico Road;

THENCE S 57°49'40"W, a distance of 60.00 feet along the common line of the south line of said called 0.2397 acre tract and the north line of said Old Telico Road to the POINT OF BEGINNING;

THENCE S 57°49'40"W, a distance of 10.00 feet continuing along said common line to a point from which a 1/2 inch iron rod found for the most westerly corner of said called 0.2397 acre tract bears S 57°49'40"W, 147.83 feet;

THENCE N 32°32'25"W, a distance of 65.10 feet to the northerly line of said called 0.2397 acre tract and the southerly line of Ennis Avenue (TX 34, a 100' Right-of-Way);

THENCE N 34°00'07"E, a distance of 10.90 feet along northerly line of said called 0.2397 acre tract and the southerly line of Ennis Avenue to a point from which a 1/2 inch iron rod found for the northeast corner of said called 0.2397 acre tract bears N 34°00'07"E, 65.41 feet;

THENCE S 32°32'25"E, a distance of 69.50 feet returning to the Point of Beginning and containing 673 square feet or 0.015 acres of land, more or less.



RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE ENNIS ECONOMIC DEVELOPMENT CORPORATION (“EDC”), THE CITY, AND SONOMA TRAIL PARTNERS, LTD., FOR THE OLD TELICO ROAD REALIGNMENT, AN ECONOMIC DEVELOPMENT PROJECT, TO INCREASE THE INCENTIVE BY AN AMOUNT NOT TO EXCEED \$50,000.00, AMENDING THE EDC BUDGET TO INCREASE THE PROJECT BUDGET BY \$50,000.00 FOR A TOTAL NOT TO EXCEED \$150,000.00, AND AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the original tri-party Development Incentive Agreement between the Ennis Economic Development Corporation (“EDC”), the City, and Sonoma Trail Partners, Ltd., was approved by the City Commission on December 17, 2024; and

WHEREAS, the Developer is requesting an additional \$50,000.00 due to improvements that were not included in the original cost estimate but are required to meet the City's current Unified Development Ordinance.

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

SECTION 1: That the amendment to the Development Incentive Agreement between the Ennis Economic Development Corporation, the City, and Sonoma Trail Partners, Ltd., for the Old Telico Road Realignment, an Economic Development Project, to increase the incentive by an amount not to exceed \$50,000.00 is approved.

SECTION 2: That the amendment to the EDC budget to increase the project budget by \$50,000.00 for a total not to exceed \$150,000.00 is approved.

SECTION 3: That the Mayor is authorized to sign any documents in connection therewith.

B.1.

SECTION 4: This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

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

FIRST AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT INCENTIVE AGREEMENT (this "**First Amendment**") is entered into as of the ____ day of July, 2025 ("**Effective Date**") by and between **Sonoma Trail Partners, Ltd.**, a Texas limited partnership ("**Developer**"), the **Ennis Economic Development Corporation**, a Type B corporation organized under the Development Corporation Act (Chapters 501 and 505 of the Texas Local Government Code) (the "**EEDC**"), and the **City of Ennis**, a Texas home rule city in Ellis County, Texas (the "**City**"), (the City, EEDC, and Developer are collectively referred to as the "**Parties**" or singularly as a "**Party**"), acting by and through their authorized representative.

WITNESSETH:

WHEREAS, Developer, the EEDC, and the City entered into that certain Development Incentive Agreement dated as of December 17, 2024, which provided incentives for the realignment connection between Old Telico Road and Highway 34 East at the intersection of Baker Drive, Old Telico Road, and Highway 34 East (the "**Agreement**"); and

WHEREAS, the Developer is seeking amendment of the Agreement to increase the incentive cap to address improvements required by the Unified Development Code; and

WHEREAS, the EEDC, the City, and Developer desire to clarify and amend the Agreement as hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the EEDC, the City, and Developer agree as follows:

1. The Parties agree that all of the above-listed recitals are true and correct.
2. The Parties mutually agree to amend Paragraph 3 of the Agreement to read as follows:

“3. **Reimbursement by the EEDC**. In consideration of Developer’s agreement to construct the New Connection in accordance with the requirements set forth herein and other consideration provided herein, the EEDC agrees to reimburse Developer for the Work upon completion of the Work in an amount not to exceed 50% of the actual costs of the Work (the "**Reimbursement**"), but not to exceed \$150,000.00 ("**Cap**").

(a) **Priority**. Notwithstanding anything else in this Agreement, the priority of the Developer’s right to be paid shall be determined by treating Developer’s right to any payment due under this Agreement as arising on the date that the City Council approves the Agreement ("**Approval Date**"). Developer’s right to payment pursuant to this Agreement shall have priority of payment over any other payments from EEDC except (i) payments pursuant to payment obligations that were established prior to the Approval Date; and (iii) any revenues pledged, designated, transferred or otherwise used or to be used to pay any EEDC debt obligations issued by the EEDC prior to or subsequent to the Approval Date.

(b) Draw Request Upon completion of the Work, Developer shall deliver to the EEDC a Draw Request which shall (i) be identified as the “**Draw Request**”; (ii) be accompanied by a final statutory lien waiver from the Contractor and any other contractor(s), supplier(s), and/or professional(s) providing labor, materials, supplies, or professional services for which such final Draw Request relates; (iii) record drawings in compliance with the Subdivision Regulations of the City of Ennis of the Work; and (iv) be accompanied by the certificate of completion by the Project Engineer, all in compliance with the Applicable Laws. The Draw Request will be funded only after acceptance by the City of the Work.

(c) Funding Draw Requests. Upon the City’s and EEDC’s review and approval of a Draw Request, the EEDC will fund the amount of the Reimbursement due to Developer and up to the Cap within fourteen (14) days after submittal of the Draw Request. If the EEDC disputes any amount set forth in a Draw Request or requires additional information, the EEDC will fund all amounts not in dispute, and the EEDC and Developer will work in good faith to address any questions or concerns the City and/or EEDC has about any amounts in dispute or for which the City and/or EEDC requires additional information.

(d) Lawfully Available Funds. The Reimbursement payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the EEDC. Under no circumstances shall the EEDC’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the EEDC shall have no obligation or liability to pay any Reimbursement unless the Developer complies with all requirements of the Agreement, and EEDC has appropriate funds to make such payment during the budget year in which the Reimbursement is payable; provided that during the Term of this Agreement the City and/or EEDC agree that each will take such steps as are within its power to appropriate funds each year estimated to equal the amount of Reimbursement to be paid the Developer for the ensuing fiscal year. Further, the City and/or EEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the City’s or EEDC’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.”

3. Except as provided in this First Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. The terms and conditions of the Agreement are incorporated by reference herein.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by electronically scanning and e-mailing or by facsimile machine, and the Parties intend that electronically scanned and e-mailed or faxed signatures shall constitute original signatures. An electronically scanned or facsimile copy or any counterpart or conformed copy of this Agreement with the signature, original, scanned, e-mailed, or faxed, of all of the Parties shall be binding on the Parties.

B.1.

EXECUTED in duplicate originals the ____ day of _____, 2025.

CITY OF ENNIS, TEXAS

By: _____
Kameron Raburn, Mayor

Attest:

By: _____
Angie Wade, City Secretary

Approved as to Form:

By: _____
Jennifer Richie, City Attorney

B.1.

EXECUTED in duplicate originals the ____ day of _____, 2025.

ENNIS ECONOMIC DEVELOPMENT CORPORATION

By: _____
Julie Pierce, President

Attest:

By: _____

B.1.

EXECUTED in duplicate originals the ____ day of _____, 2025.

SONOMA TRAIL PARTNERS, LTD.,

a Texas limited partnership

By: Sonoma Trail Management, LLC,
a Texas limited liability company,
its general partner

By: _____
James C. Provost, Manager