



ENNIS CITY COMMISSION AGENDA
TUESDAY, AUGUST 19, 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

A. CALL TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

B. PRESENTATIONS

B.1. Proclamation

- City Marshal Joseph C.R. Bullard

B.2. City of Ennis Employee of the Month

- Kaity Stroope, Human Resources Analyst

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 July 29, 2025, Ennis City Commission Special Meeting.

[CC Special Meeting Minutes - July 29, 2025](#)

E.2. Approval of the Minutes for the August 5, 2025, Ennis City Commission Regular Meeting.

[CC Regular Meeting Minutes - August 5, 2025](#)

- E.3. Approval of a Resolution ratifying amendment number 1 and amendment number 2 to the professional engineering services contract with Gresham Smith for the Design, Bidding, and Construction Administration of Underground Refuse Systems installations in a total not to exceed Sixty-Eight Thousand Seven Hundred and Twenty Dollars and Zero Cents (\$68,720).

[Gresham Smith Contract Amendments - Underground Refuse Systems](#)

- E.4. Approval of a Resolution ratifying the emergency repair of a portion of the rail spur, owned by the Economic Development Corporation, that services the Lowes and Sterilite Distribution Centers in the amount of \$50,399.91.

[Rail Spur Emergency Repair](#)

- E.5. Approval of a Resolution awarding contracts for Bid No. 25-512-15 to NTSM, LLC; Earthworks Landscape and Maintenance, LLC; and AW&D Construction and Maintenance Services, LLC for a total bid award amount of \$291,000 for FY2026 mowing services for City of Ennis owned properties; and authorizing the Mayor to execute the contracts.

[FY 2026 Mowing Contracts](#)

F. PUBLIC HEARING

- F.1. Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

[Zoning R-5 to CC 1.763 Acres](#)

- F.2. Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas, from Single-Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 0.097 acre lot, tract or parcel of land generally located in the 1000-Block of South Interstate Highway 45 between the frontage road and Oakhill Estates Subdivision, portion of Ellis CAD ID 186298.

[Zoning R-5 to CC 0.097 Acres](#)

- F.3. Conduct a Public Hearing for the City of Ennis FY 2026 Proposed Budget.

[FY 2026 City of Ennis Proposed Budget](#)

- F.4. Conduct a Public Hearing for the Ennis Economic Development Corporation FY 2026 Proposed Budget.

[FY 2026 Ennis Economic Development Corporation Proposed Budget](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- G.1. Receive presentation from Freese and Nichols, Inc. regarding engineering evaluation of Liska Road Bridge over Cummings Creek and discuss potential options for rehabilitation or replacement of said bridge.

[Freese and Nichols, Inc. - Liska Bridge Road](#)

- G.2. Discuss and consider directing staff to notify Buc-ee's Ennis, LLC regarding the annual Community Outreach Donation pursuant to Section 2.4 of the Economic Development Agreement between the City, Tax Reinvestment Zone Number Two, and Buc-ee's Ennis, LLC.

[Buc-ee's Ennis, LLC Annual Community Outreach Donation](#)

- G.3. Discuss and consider a Resolution approving a Professional Services Agreement between the City of Ennis and LTC Group, LLC for financial, operational, and clinical review services for licensed health care facilities owned by the City, and authorizing the Mayor to execute the agreement.

[Professional Services Agreement - LTC Group, LLC](#)

- G.4. Discuss and consider an Ordinance accepting and approving the 2025 Annual Service Plan Update and an Updated 2025 Assessment Roll for Public Improvements for the Hollow Public Improvement District

[Hollow 2025 Annual Service Plan and Assessment Roll](#)

- G.5. Discuss and consider appointments and reappointments to the Library Board.

[Library Board](#)

- G.6. Discuss and consider appointments to the Ennis Main Street Board.

[Main Street Board](#)

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) - 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 seek advice about pending or contemplated litigation or a settlement offer:

- *City of Ennis v. Ennis Main Street 501(c)(3) a/k/a Destination Ennis, Inc., Cause No. 116835, pending in the 40th Judicial District Court, Ellis County*

- H.2. Section 551.074 - Personnel, Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- *Municipal Associate Judge*

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

J. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: **Friday, August 15, 2025 @ 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: Approval of the Minutes for the July 29, 2025, Ennis City Commission Special Meeting.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: City Secretary
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

Minutes for the City Commission Special meeting held on July 29, 2025, are submitted for the Commission's review and approval.

ATTACHMENTS:

[CC SPECIAL MEETING MINUTES 07.29.25](#)

ENNIS CITY COMMISSION SPECIAL MEETING MINUTES
MONDAY, JULY 29, 2025

A. CALL TO ORDER

Mayor Raburn called a Special Meeting of the Ennis City Commission to order Tuesday, July 29, 2025, at 5:30 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:

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

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.

Mayor Raburn read the item.

[Commissioner Watson joined the meeting at 5:48 P.M.]

Mayor Pro Tem Isbell made a motion, seconded by Commissioner Falkenbach, to approve the Resolution approving the amendment to the Development Incentive Agreement as read. Discussion ensued to include working with the developer to ensure ADA compliance.
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 5:51 P.M.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Approval of the Minutes for the August 5, 2025, Ennis City Commission Regular Meeting.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

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

ATTACHMENTS:

[CC REG MINUTES 08.05.25](#)

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, AUGUST 5, 2025

A. CALL TO ORDER

Mayor Raburn called a Regular Meeting of the Ennis City Commission to order on Tuesday, August 5, 2025, at 6:01 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St., Ennis, Texas 75119.

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

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

The invocation was given by Commissioner Watson.

The Pledge of Allegiance was led by Willow Looper.

B. PRESENTATIONS

B.1. New City of Ennis Employee Recognition

No new employees to recognize at this time.

C. CITIZEN PUBLIC COMMENT PERIOD

Chad Knight, 2800 Saratoga Dr., spoke regarding the Boys and Girls Club of Ennis.

D. COMMISSIONER UPDATES

Commissioner Pierce extended his appreciation to Streets Superintendent Ernie Willis and the entire Streets Department staff for their work on street lighting repairs.

E. CONSENT ITEMS

E.1. Approval of the Minutes for the July 10, 2025, Ennis City Commission Budget Workshop.

E.2. Approval of the Minutes for the July 15, 2025, Ennis City Commission Regular Meeting.

E.3. Approval of a Resolution authorizing the Mayor to execute the Certificate of Construction Completion and Change Order 1 with WM Miller Construction Co., Inc. for the 18" Transmission Line Phase 1 project.

Mayor Raburn read the consent agenda. Mayor Pro Tem Isbell made a motion, seconded by Commissioner Watson, to approve the consent agenda.

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

F. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

F.1. Discuss and consider approval of a Resolution determining the costs of certain authorized improvements to be financed by the Prairieview Public Improvement District; approving a Preliminary Service Plan And Assessment Plan, including proposed assessment

roll; calling a regular meeting and noticing a public hearing for August 19, 2025 to consider an Ordinance levying assessments on property located within the Prairieview Public Improvement District; directing the filing of the proposed assessment roll with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing and resolving other matters incident and related thereto.

Mayor Raburn read the item. Assistant City Manager Daniel Ortiz reviewed the history of the Prairieview agreements, project stages and status, and the 2025 Preliminary Amended and Restated Service and Assessment Plan. City Attorney Jennifer Richie informed the Commission that the resolution for this item will be scheduled for the August 14, 2025, City Commission Special Meeting, and the Public Hearing and approval of the PSAP will be scheduled for the September 2, 2025, meeting. No action will be taken at this time.

Chad Adams, PO Box 1145, spoke regarding sewer capacity in the area.

Mayor Raburn requested the City Manager's office to meet with Mr. Adams prior to the City Commission acting on this item at the August 14th Special Meeting.

F.2. Discuss and consider approval of a Resolution authorizing the Mayor to execute two (2) Supplements to the Agreement for Street Lighting Services by and between Oncor Electric Delivery Company LLC and the City of Ennis, dated December 03, 2003, to provide fifteen (15) streetlights to Prairie View Phase 3A and eighteen (18) streetlights to Prairie View Phase 3B.

Mayor Raburn read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Pierce, to approve the Resolution authorizing the Mayor to execute two Supplements to the Agreement for Street Lighting Services by and between Oncor Electric Delivery Company LLC and the City of Ennis to provide fifteen streetlights to Prairie View Phase 3A and eighteen streetlights to Prairie View Phase 3B.

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

F.3. Discuss and consider approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an agreement with Unity in the Community of Ennis for sponsorship of the Blues on Main Festival and Health Fair.

Mayor Raburn read the item. Commissioner Watson abstained from the discussion and vote on the item, and left the dais at 6:29 P.M. Tourism and Events Manager Andrew Alvarado presented the item to the Commission. Commissioner Jones made a motion, seconded by Commissioner Pierce, to approve the agreement with Unity in the Community of Ennis for sponsorship of the Blues on Main Festival and Health Fair.

A vote was cast. 5 in favor, 0 against, 1 abstention (Watson). Motion passed.

[Commissioner Watson returned to the dais at 6:32 P.M.]

F.4. Discuss and consider approval of a Resolution by the City Commission of the City of Ennis, Texas, authorizing the Fire Chief to execute a Memorandum of Understanding for the establishment of the National Wildfire Coordinating Group (NWCG) Wildland Firefighter

Standard between the Texas A&M Forest Service and the Ennis Fire Department.

Mayor Raburn read the item. Fire Chief Bill Evans stated that the Ennis Fire Department is a participating agency in the Texas Interstate Fire Mutual Aid System (TIFMAS). TIFMAS is transitioning to the Red Card System to align with National Wildfire Coordinating Group (NWCG) requirements, allowing them to standardize credentialing in wildfire deployment across the nation. The MOU will establish training and qualification standards contained in the Interagency Wildland Fire Qualification Guide as the minimum qualification standards for the Ennis Fire Department. The MOU is required for the Texas A&M Forest Service to carry Ennis Fire Department member qualifications. Mayor Pro Tem Isbell made a motion, seconded by Commissioner Falkenbach, to approve the MOU for the establishment of the National Wildfire Coordinating Group (NWCG) Wildland Firefighter Standard between the Texas A&M Forest Service and the Ennis Fire Department.

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

F.5. Discuss and consider approval of a Resolution proposing a Property Tax Rate for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 and declaring a date for the Public Hearing and adoption of the Property Tax Rate.

Finance Director Stanley Muli addressed the Commission stating that the proposed property tax rate is based on the City's needs to implement the Strategic Plan and its five Strategic Priorities, to keep up with the increased demand for services, and to address aging infrastructure needs. The proposed budget is based on the certified value of \$3,352,436,510, which was reduced from the preliminary valuation released in the month of June. The reduction reflects the high volume of property tax protests filed the week before the deadline. It is proposed that the City adopts the Voter Approval Rate of \$0.680708 per \$100 valuation. This will provide an additional \$500,050 M&O revenue. Commissioner Falkenbach made a motion, seconded by Mayor Pro Tem Isbell, to approve a Resolution for a proposed tax rate of \$0.680708 per \$100 valuation.

A roll call vote was conducted by Deputy City Secretary Prewitt:

Mayor Raburn	Aye	Mayor Pro Tem Isbell	Aye
Commissioner Falkenbach	Aye	Commissioner Jones	Aye
Commissioner Hejny	Absent	Commissioner Watson	Aye
Commissioner Pierce	Aye		

Motion passed with 6 in favor, 0 against.

[Mayor Pro Tem Isbell left the dais at 7:11 P.M.]

F.6. Discuss and consider appointments and reappointments to the Library Board.

Mayor Raburn read the item. Commissioner Pierce made a motion, seconded by Commissioner Jones, to approve the appointments and reappointments to the Library Board. Discussion regarding terms and term limits ensued. Mayor Raburn asked the City Attorney to review options for restructuring the board and terms. Commissioner Watson made a motion, seconded by Commissioner Pierce, to table taking action on the item until the August 19, 2025, City Commission meeting at 6:00 P.M.

A vote to table taking action on the item until the August 19, 2025, City Commission meeting at 6:00 P.M. was cast. 5 in favor, 0 against. Motion passed.

Mayor Raburn made a recommendation to appoint Commissioner Falkenbach as the City Commission Liaison to the Library Advisory Board. Commissioner Jones made a motion, seconded by Commissioner Watson, to appoint Commissioner Falkenbach as the City Commission Liaison to the Library Advisory Board.

A vote was cast. 5 in favor, 0 against. Motion passed.

[Mayor Raburn read Executive Session items G1 – G2 and recessed the Commission into Executive Session at 7:25 P.M.]

G. EXECUTIVE SESSION

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

- **Quality Incentive Payment Program Update**
- **Public Safety Building Construction Contract Terms**
- **Buc-ee's Chapter 380 Agreement**

G.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:

- **Sonoma Trail Extension**

[Mayor Raburn reconvened the Commission into Open Session at 9:02 P.M.]

H. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

No action.

I. ADJOURNMENT

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 9:02 P.M.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution ratifying amendment number 1 and amendment number 2 to the professional engineering services contract with Gresham Smith for the Design, Bidding, and Construction Administration of Underground Refuse Systems installations in a total not to exceed sum of Sixty-Eight Thousand Seven Hundred and Twenty Dollars and Zero Cents (\$68,720).

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Public Works

Staff Contact: Ed Green, Public Works Director

BACKGROUND INFORMATION:

A professional engineering services contract was approved by the Commission and then executed with Gresham Smith for \$48,320.00 in September of 2022 for design, bidding, and construction administrative services related to the installation of underground refuse systems (one set of underground dumpsters on the west side of McKinney Street half way between Ennis Avenue and Brown Street and a second set at the NW corner of the intersection of Brown Street and Dallas Street), and for adding electrical panels (to serve a new special events switch and to power streetlights) near the intersection of Knox Street and McKinney Street.

Design amendment number 1 was executed for \$8,640.00 in May of 2023 to add surveying for easements and to split the original design package into separate projects. The design project was split up into separate bid packages in order to have the electrical panels designed and installed first to facilitate completion of the electrical work during the a time period between downtown events, while a long-term lease agreement was being pursued to install underground dumpsters in the parking lot located at SW corner of Ennis Avenue and McKinney Street (301 W Ennis Ave).

Subsequently, design amendment number 2 was executed in August of 2024 for \$11,760.00 to provide construction administration services associated with the now separate underground refuse installation project, and also to address a technical amendment that was needed to the City's Spill Prevention, Control, and Countermeasure (SPCC) plan which had previously been provided by Gresham Smith under a separate contract.

Since the cumulation of the original professional engineering services contract amount plus the amount of the amendments total more than \$50,000 the Commission is requested to ratify the previously executed new total contract amount of \$68,720.00.

FINANCIAL IMPACT:

General Capital: Project Underground Refuse System: 404-414-46208

E.3.

ATTACHMENTS:

[RESOLUTION NO.-Ratify amendments to the professional engineering services contract with Gresham Smith for the Underground Refuse System installations - Pdf](#)
[20220916 Gresham Smith Agreement UG Trash signed](#)



RESOLUTION NO.

A RESOLUTION RATIFYING AMENDMENT NUMBER 1 AND AMENDMENT NUMBER 2 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH GRESHAM SMITH FOR THE DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION OF UNDERGROUND REFUSE SYSTEMS INSTALLATIONS IN A TOTAL NOT TO EXCEED SUM OF SIXTY-EIGHT THOUSAND SEVEN HUNDRED AND TWENTY DOLLARS AND ZERO CENTS (\$68,720).

WHEREAS, the City Commission wishes to manage and improve collection of refuse in the downtown area a manner consistent with the Downtown Master Plan Implementation; and

WHEREAS, the installation and servicing of Underground Refuse Receptacles is aesthetically superior to surface dumpsters and reduces odor and vermin complaints; and

WHEREAS, the City Commission wishes to encourage economic development of the downtown area with these improvements to the Sanitation Department Underground Refuse Receptacle system.

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

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

SECTION 2: Authorizes the ratification of contract amendment number 1 and contract amendment number 2 to the professional engineering services contract with Gresham Smith for the Design, Bidding, and Construction Administration of Underground Refuse Systems installations in a total not to exceed sum of Sixty-Eight Thousand Seven Hundred and Twenty Dollars and Zero Cents (\$68,720).

SECTION 3: It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable,

and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Commission without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 19th day of August, 2025.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary



May 25, 2023

Ed Green, P.E.
City of Ennis
Ennis, TX 75119

Subject: Proposal for Amendment No. 1 to the Underground Trash Receptacles at Two Locations and Electrical Improvements at Northwest Corner of Intersection of Knox and McKinney (Post Office)

Dear Mr. Green:

We appreciate the opportunity to continue to serve the City of Ennis. Based on discussions, we have developed the enclosed scope and fee that amends the original proposal to add two additional easement descriptions provided by our surveyor and to split the project into two bid packages. We evaluated our remaining budget for the project and have determined the need for additional funding as described below.

- Two Easement Descriptions: \$3,500
- Final Design Coordination & Preparation of Two Bid Packages: \$6,500

We propose the budgets for the following tasks be amended as follows:

- Task 2: Detailed Design (100% Design):
 - Original Task Amount: \$13,660 (\$12,160 Design + \$1,500 TDLR)
 - **Amendment Amount: \$6,890** (\$3,500 Add't Easements + \$3,390 Design)
 - Total Adjusted Task Amount: \$20,550
- Task 3: Bidding Assistance:
 - Original Task Amount: \$2,500
 - **Amendment Amount: \$1,750**
 - Total Adjusted Task Amount: \$4,250

Total Amended Amount: \$8,640

Total adjusted Agreement Amount: \$56,960

We have also included a breakdown of hours for the additional design and bidding assistance in the attached spreadsheet. We assume that the two bid packages will be constructed concurrently and therefore at this time we do not believe we need to amend the Construction Phase Services task.

Genuine Ingenuity

500 N Akard Street
Suite 3210
Dallas, TX 75201
214.350.1500

GreshamSmith.com



Ed Green, P.E.
May 25, 2023

				O'Brien	Shealy	Proj Analyst	Survey
				\$280.00	\$170.00	\$110.00	
TASK	% of Work	Task Hours	Add'l Task Fee	PM	Sr. Proj Eng	Proj Analyst	
Task 1: Preliminary Design	0.0%	0	\$0				
Task 2: Detailed Design	66.7%	18	\$6,890	2	16	1	\$ 3,500
Task 3: Bidding Assistance	33.3%	9	\$1,750	1	8	1	
Task 4: CA/CO	0.0%	0	\$0				
Total Task Hours & Engineering Fee		27	\$8,640	3	24	2	
Billing Rate				\$280.00	\$170.00	\$110.00	\$0.00
Subtotal Engineering Fees				\$8,640	\$840	\$4,080	\$220
Reimbursable Expenses Budget							\$3,500
Total Amendment No. 1 Fee				\$8,640			

Please let me know if you have any questions. We look forward to assisting the City on this assignment.

Thank you,

Timothy O'Brien, P.E.

Tim O'Brien, P.E.
Vice President

CC: Bridget Shealy

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. Background Data: Underground Trash Receptacles Design Project

Effective Date of Owner-Engineer Agreement: September 6, 2022

Owner: City of Ennis

Engineer: Gresham Smith

Project: 46006.00

2. Description of Modifications: *(Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)*

- ☒ a. Engineer shall perform or furnish the following Additional Services: Provide survey through subconsultant for development of additional easement descriptions (two easements). Provide additional services to split the project into two bid packages.
- ☐ b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: Click or tap here to enter text.
- ☐ c. The responsibilities of Owner are modified as follows: Click or tap here to enter text.
- ☒ d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: Total estimated project cost of \$8,640 as lump sum (\$6,890 additional to Task 2 and \$1,750 additional to Task 3.
- ☒ e. The schedule for rendering services is modified as follows: Easement description documents signed by RPLS to the City by June 30, 2023
- ☐ f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Click or tap here to enter text.

3. Agreement Summary (Reference only)

- | | |
|-------------------------------------|-------------|
| a. Original Agreement amount: | \$48,320.00 |
| b. Net change for prior amendments: | \$0 |
| c. This amendment amount: | \$8,640 |
| d. Adjusted Agreement amount: | \$56,960 |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 5/25/2023.

OWNER: City of Ennis

ENGINEER: GRESHAM SMITH

By: 

By: 

Name & Title: Marty W. Nelson, CM

Name & Title: Tim O'Brien, Vice President

Date: 5/30/2023

Date: 5/25/2023



February 19, 2024

Ed Green, P.E.
City of Ennis
Ennis, TX 75119

Subject: Proposal for Amendment No. 2 to the Underground Trash Receptacles at Two Locations and Electrical Improvements at Northwest Corner of Intersection of Knox and McKinney (Post Office)

Dear Mr. Green:

We appreciate the opportunity to continue to serve the City of Ennis. Based on discussions, we have developed the enclosed scope and fee that amends the original proposal to add include additional Construction Phase Services. The previous fee associated with the Construction Phase Services originally assumed concurrent construction for the UGT and the electrical portion; however, due to timing of the bidding and construction, the construction activities are not concurrent. Additionally, the construction related services for the electrical contractor required a significant amount of additional effort related to submittal review and re-reviews, coordination with Oncor, and coordination with the Contractor in the field. Part of this amendment includes recovery of effort expended to support the City and the Electrical Contractor for a mutual benefit of driving toward completing the work. For the UGT construction, we assume that up to 3 submittals and 3 RFIs will be reviewed and responded to using our standard NewForma document management system. Furthermore, the City has requested a technical amendment to the City's SPCC Plan which will require a re-sign and seal. The scope of the amendment will include review of photos, a site visit (anticipated to be combined with other business needs within the City) and modifications to the SPCC Plan.

We evaluated our remaining budget for the project and have determined the need for additional funding as described below.

- Task 4: CA/CO:
 - Original Task Amount: \$9,090
 - **Amendment Amount: \$11,095**
 - Total Adjusted Task Amount: \$20,850
- Task 5: SPCC Updates
 - Original Task Amount: \$0
 - Amendment Amount: \$665

Total Amendment Lump Sum Amount: \$11,760

We have also included a breakdown of hours for the additional Construction Phase Services in the attached spreadsheet.

Genuine Ingenuity

500 N Akard Street
Suite 3210
Dallas, TX 75201
214.350.1500

GreshamSmith.com



Ed Green, P.E.
February 19, 2024

Amendment #2 for - UG Trash Receptacle Installation at Two Locations and Electrical Improvements at Northwest Corner of Intersection of Knox and McKinney (Post Office)
WORK BREAKDOWN STRUCTURE

PREPARED: 19-Feb-24
PREPARED BY: T. O'Brien

				O'Brien	Shealy	Proj Analyst	GAI
				\$295.00	\$185.00	\$125.00	
TASK	% of Work	Task Hours	Add'l Task Fee	PM	Sr. Proj Eng	Proj Analyst	
Task 1: Preliminary Design	0.0%	0	\$0				
Task 2: Detailed Design	0.0%	0	\$0				
Task 3: Bidding Assistance	0.0%	0	\$0				
Task 4: CA/CO	91.2%	31	\$11,095	1	30	2	\$ 5,000
Task 5: SPCC Updates	8.8%	3	\$665	1	2		
Total Task Hours & Engineering Fee		34	\$11,760	2	32	2	
Billing Rate				\$295.00	\$185.00	\$125.00	
Subtotal Engineering Fees				\$590	\$5,920	\$250	\$5,000
Reimbursable Expenses Budget							
Total Amendment No. 2 Fee				\$11,760			

Please let me know if you have any questions. We look forward to assisting the City on this assignment.

Thank you,
Timothy O'Brien, P.E.

Tim O'Brien, P.E.
Vice President

CC: Bridget Shealy

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. Background Data: Underground Trash Receptacles Design Project

Effective Date of Owner-Engineer Agreement: September 6, 2022

Owner: City of Ennis

Engineer: Gresham Smith

Project: 46006.00

2. Description of Modifications: *(Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)*

- ☒ a. Engineer shall perform or furnish the following Additional Services: Additional CA/CO services as described in the proposal letter.
- ☐ b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- ☒ c. The responsibilities of Owner are modified as follows: Advertise the UGT portion of the project in March 2024.
- ☒ d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$11,760 as a lump sum amount.
- ☒ e. The schedule for rendering services is modified as follows: CA/CO services anticipated bidding in March 2024 with construction completion anticipated in August 2024.
- ☐ f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

3. Agreement Summary (Reference only)

- | | |
|-------------------------------------|-------------|
| a. Original Agreement amount: | \$48,320.00 |
| b. Net change for prior amendments: | \$8,640 |
| c. This amendment amount: | \$11,760 |
| d. Adjusted Agreement amount: | \$68,720 |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 2/19/2024.

OWNER: City of Ennis

ENGINEER: GRESHAM SMITH

By: 

By: 

Name & Title: Daniel Ortiz Hernandez, Interim City Manager

Name & Title: Tim O'Brien, Vice President

Date: 08/12/2024

Date: 2/19/2024

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of September 6, 2022, (Effective Date) between City of Ennis (OWNER) and **GRESHAM SMITH** (ENGINEER). OWNER's Project (OWNER may or may not be the property owner), of which ENGINEER's services under this Agreement are a part, is generally identified as follows: Design and construction of underground trash receptacles. (Project) located at two locations southwest corner of Ennis Ave and McKinney St intersection and northwest corner of Dallas St and Brown St (Site). ENGINEER's services for this Project are described as follows: Design and construction of underground trash receptacles and electrical improvements for electrical panel and company switch at the southwest corner of the Post Office. OWNER and ENGINEER further agree as follows:

ARTICLE 1 – ENGINEER'S SERVICES AND SCHEDULE

1.01 Services: ENGINEER shall provide the Basic Services set forth herein and in Exhibit A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services"). Upon this Agreement becoming effective, ENGINEER is authorized to begin Services as set forth in Exhibit A.

1.02 Schedule

A. ENGINEER shall complete its obligations within a reasonable time. If specific periods of time for rendering services or specific dates by which services are to be completed are set forth in Exhibit A. In providing such periods of time, it is recognized that Engineer has no control over the meeting/review times or schedules of the Owner or authorities having jurisdiction over the Project. The project duration is based on Engineer's reasonable professional judgment and experience and does not in any way whatsoever constitute a warranty, express or implied, that the provided periods of time will not vary from the Owner's expected schedule or from any additional project schedules prepared by Engineer or others as the project progresses. Any construction activity timing or scheduling provided by Engineer is provided only for planning information and will be superseded by a detailed construction schedule(s) provided by the Contractor at a later date.

B. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

1.03 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days

written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 cumulative days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 Owner shall:

A. Provide ENGINEER with OWNER's requirements, criteria and information for the Project; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable; and furnish any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the site.

B. Furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services and arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property for ENGINEER to perform services.

C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any Constituent of Concern or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any contractor.

D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.

E. Provide all necessary information, property description, property location, property surveys, reviews, approvals, permits, services, materials, record drawings,

specifications and data as necessary for the orderly progress of ENGINEER's services and the completion of the Project.

F. Advise ENGINEER of the identity and scope of services of independent consultants and testing laboratories who will perform services, inspections, tests and approvals of samples, materials and equipment and have been employed by OWNER; and coordinate the services of such consultants with those services provided by ENGINEER; provide ENGINEER with findings and reports generated by these independent consultants.

G. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.

H. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

I. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.

ARTICLE 3 – ENGINEER'S COMPENSATION

3.01 Methods of Payment for Services and Reimbursable Expenses - OWNER shall pay ENGINEER for Services as set forth in Exhibit A.

3.02 Other Provisions Regarding Compensation

A. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

B. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C. Payments Upon Termination. In the event of:

1. any termination, ENGINEER will be entitled to invoice and be paid by OWNER in accordance with Exhibit A for all services performed and all Reimbursable Expenses incurred through the effective date of termination.

2. by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-

out costs, using methods and rates for Additional Services as set forth in Exhibit A.

ARTICLE 4 - OPINIONS OF COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER's experience, qualifications and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER requires greater assurance as to probable construction cost, OWNER must employ an independent cost estimator.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. Standard of Care. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, time and location. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers and the publishers of technical standards.

B. Technical Accuracy. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. Consultants. ENGINEER may employ such consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

D. Right to rely. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such documentation in performing or furnishing services under this Agreement.

E. Compliance with Laws and Regulations. ENGINEER and OWNER shall comply with applicable laws or regulations. ENGINEER shall comply with OWNER-mandated standards, subject to the standard of care set forth herein and to the extent compliance is not inconsistent with professional practice requirements. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective

Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

G. **Certifications.** ENGINEER shall not be required to sign any documents that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. **Contractor's Means and Methods.** ENGINEER shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

I. **Contractor's Performance and Actions.** ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. ENGINEER shall not be responsible for any decision made regarding the Contract Documents, or any application, interpretation, modification or clarification, of the Contract Documents, other than those made by ENGINEER or its consultants.

J. **Site Safety.** While at the Site, ENGINEER's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which ENGINEER has been informed in writing.

5.02 Authorized Project Representatives – ENGINEER and OWNER shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party so as to not delay ENGINEER's services.

5.03 Design Without Construction Phase Services – ENGINEER shall be responsible only for those construction phase services expressly required of ENGINEER in Exhibit A. With the exception of such expressly required services, ENGINEER shall have no design, shop drawing review, or other obligations during construction and OWNER waives all claims against the ENGINEER that may be connected in any way to construction phase engineering or professional services.

5.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER and its consultants shall retain an ownership and property interest therein (including copyright and right of reuse) whether or not the Project is completed. OWNER shall have a limited license to use the

documents on the Project, extensions of the Project and for related uses of the Owner, subject to receipt by ENGINEER of full payment due and owing for all Services and Additional Services relating to the preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

B. Owner and Engineer shall transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website (Newforma-Infoexchange, which is the basis for the ENGINEER's fee), in accordance with a mutually agreeable protocol, to which ENGINEER shall provide OWNER and Contractor access. Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER or its consultants. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER are only for convenience. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.05 Insurance

A. ENGINEER shall maintain insurance coverage as follows:

1. **WORKERS' COMPENSATION** insurance in amounts required by state law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident/each disease/policy limit on disease.

2. COMMERCIAL GENERAL LIABILITY insurance with \$1,000,000 per occurrence, \$2,000,000 aggregate.

3. COMMERCIAL AUTOMOBILE LIABILITY insurance with \$1,000,000 combined single limit each accident.

4. PROFESSIONAL LIABILITY insurance with \$1,000,000 each claim and \$1,000,000 annual aggregate.

B. ENGINEER shall cause OWNER to be listed as an additional insured on ENGINEER's Commercial General and Automobile Liability Insurance. ENGINEER shall provide Certificates of Insurance evidencing coverage and additional insureds designation as applicable prior to commencement of services.

C. OWNER shall cause ENGINEER and its Consultants to be listed as additional insureds on the general liability policies and as loss payees on the property insurance policies carried by OWNER which are applicable to the Project and shall deliver Certificates of Insurance evidencing coverage and additional insureds designation to ENGINEER.

D. OWNER shall require Contractor to purchase and maintain general liability insurance and other insurance as specified in the Contract Documents and to cause ENGINEER and its consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that ENGINEER's and its consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against ENGINEER or its consultants, or any insureds, additional insureds, or loss payees thereunder.

5.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. for cause,
 - a. By either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon 7 days written notice if OWNER demands that ENGINEER furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon 7 days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 cumulative days for reasons beyond Engineer's control.
 - 3) ENGINEER shall have no liability to OWNER on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within 7 days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. for convenience, by OWNER effective upon ENGINEER's receipt of notice from OWNER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 5.06, ENGINEER will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and ENGINEER's consultants' charges, if any.

5.07 Controlling Law - This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

5.08 Claims and Dispute Resolution: For all conflicts arising out of this Agreement or the Project, OWNER and ENGINEER agree to negotiate disputes between them in good faith for a period of 30 days after notice. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated, which rules of mediation shall be mutually agreed by the parties. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.09 Environmental Condition of Site: The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement if it is not practical to continue providing Services.

5.10 Allocation of Risks:

A. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related

to this Agreement or the Project, and (2) agree that **Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.** Under no circumstances shall a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent contributor, exceed the percentage share that the party's negligence bears to the total negligence of all negligent contributors.

B. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the OWNER; then the OWNER will pay for this entire item just as if it had been included in the original Contract Documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the ENGINEER will pay the premium cost to have this item corrected or included, while the OWNER will pay the value of the item as if it had been included in the original Contract Documents. If such premium cost falls within two percent (2%) of the defined construction cost, then such cost shall be the responsibility of the OWNER.

5.11 Successors, Assigns and Beneficiaries

A. The OWNER and ENGINEER, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.

B. Neither the OWNER nor ENGINEER shall assign this Agreement without the written consent of the other.

C. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER.

5.12 Miscellaneous Provisions

A. Notices. Notices will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival and Severability. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason. Should any provisions of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed void and all remaining provisions shall continue in force. Further, such provision so determined shall be amended by the parties hereto so as to make it valid, legal and enforceable, but keeping it close to the original meaning as possible.

C. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

D. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement

shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

E. Photographic or Artistic

Representations: ENGINEER shall have the right to include photographic or artistic representations of the design of the Project among the ENGINEER's promotional and professional materials. ENGINEER shall be given reasonable access to the completed Project to make such representations. However, ENGINEER's material shall not include OWNER's confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by OWNER to be confidential or proprietary. OWNER shall provide professional credit for ENGINEER in OWNER's promotional materials for the Project.

F. ENGINEER's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

G. Force Majeure: The Engineer shall not be liable for failure to perform its services under this Agreement or meet any schedule of performance of services to the extent that any delay or impediment arises from reasonably unforeseeable causes beyond the reasonable control of the Engineer. Examples of such causes include acts of God or of the public enemy, acts of the Owner or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, and unusually severe weather. The Engineer and its consultants shall not be required to perform any services that would require or may result in exposure of their employees to hazardous or unsafe conditions.

5.13 Definitions

A. Constituent of Concern. Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et

seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Contract Documents. Those items so designated in the construction contract, including the drawings, specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the construction contract are Contract Documents. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

C. Contractor – The entity or individual with which the Owner has entered into a Construction Contract.

When referred to as “contractor”, such reference is to any entity or individual performing or supporting construction activities relating to the Project, including subcontractors.

ARTICLE 6 - SCOPE OF THIS AGREEMENT

6.01 Total Agreement - This Agreement and the Exhibits thereto represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

6.02 The Exhibits to this Agreement include:

Exhibit A – Engineer’s Scope, Schedule and

Compensation of Services and Additional Services

Other Exhibits - n/a

IN WITNESS WHEREOF, OWNER and ENGINEER have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written herein.

OWNER: City of Ennis

By:

Name/Title:

Date:

Designated Representative (5.02)

Name:

Title:

Phone:

Email:

Address for Giving Notices:

ENGINEER: GRESHAM SMITH

By:

Name/Title: Tim O’Brien - Vice President

Date:

Designated Representative (5.02)

Name: Bridget Shealy

Title: Sr. Project Engineer

Phone: 214-366-6523

Email: bridget.shealy@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308

EXHIBIT A – ENGINEER’S SERVICES

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

PART 1 – SERVICES. Engineer’s Services shall include the following:

See attached Engineering Services Proposal.

PART 2 – SCHEDULE. Schedule for Engineer’s Services shall be:

Develop 50% and 100% design milestones for City review with Bid Documents ready to advertise by the City in January 2023.

PART 3 – COMPENSATION. Engineer’s compensation shall be:

☒ If checked, a Lump Sum method of payment for Engineer’s services shall apply to all parts of a work scope where Engineer’s tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The Owner shall make monthly payments within 30 days of date of invoice based on the percentage of completion of the services. Lump sum amount is \$48,320.00

☐ If checked, an Hourly Rate method of payment for Engineer’s services shall apply to all or parts of a work scope where Engineer’s tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, Engineer shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by Engineer to Owner upon request. The Owner shall make monthly payments within 30 days of the invoice date based on the amount of work completed. Engineer’s hourly rates are as follows:

Click or tap here to enter text.

PART 4 – ADDITIONAL SERVICES. Engineer’s Additional Services shall include the following:

Contract to be amended pending agreement by the City for additional services.

Additional services shall be performed on an Hourly Rate method of payment for Engineer’s services shall apply to all or parts of a work scope where Engineer’s tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, Engineer shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by Engineer to Owner upon request. The Owner shall make monthly payments within 30 days of the invoice date based on the amount of work completed. Engineer’s hourly rates are as follows:
Compensation to be determined and agreed upon request for additional services.



August 12, 2022

Ed Green, P.E.
City of Ennis

Ennis, TX 75119

Subject: Proposal for Installation of Underground Trash Receptacles at Two Locations and Electrical Improvements at Northwest Corner of Intersection of Knox and McKinney (Post Office)

Dear Mr. Green:

We appreciate the opportunity to continue to serve the City of Ennis. Per your request, we have developed the enclosed scope and fee for design and construction services for installation of underground trash receptacles and electrical improvements as described in detail below:

Underground Trash Receptacles

- Location 1 – Installation of two receptacles and associated vaults along the east side of parking lot located at the southwest corner of the Ennis Avenue and McKinney Street intersection. The design will include the closure of the driveway entrance to the parking lot off McKinney Street across from Alley 4. It is our understanding that the City has already received approval from the property owner of the parking lot to perform this work.
- Location 2 – Two receptacles and associated vaults at the northwest corner of the Dallas Street and Brown Street. The proposed trash receptacles will be located in the currently unused space on Brown Street just south of the sidewalk ramp installed as part of the Dallas Street project.

Electrical Improvements

- Installation of electrical panel and company switch at the southeast corner of the Post Office building to provide power for four existing light poles at the intersection of Knox and McKinney and temporary event power.

We propose to perform this work with two design deliverables: 50% design and 100% Bid-Ready documents. The scope of services will be completed in four tasks as outlined below. Tasks 1-4 will be lump sum. Details of the tasks for each phase of work are as follows:

Task 1: Preliminary Design (50% Design)

- Perform topographic survey of the two proposed underground trash receptacle locations. We believe that existing topographic survey from previous projects, field measurements and aerial imagery will be sufficient to produce design drawings for the proposed electrical improvements at the intersection of Knox and McKinney.
- Prepare easement documentation including an exhibit and means and bounds description for the electrical improvements at Post Office property.

Genuine Ingenuity

500 N Akard Street
Suite 3210
Dallas, TX 75201
214.350.1500

GreshamSmith.com



- 50% Design Drawings will include the following:
 - Cover Sheet
 - Horizontal Control Plan
 - UG trash receptacle layout and grading plans and details
 - Electrical layout plans and details
- Develop 50% design documents for the City to review and comment.
- One meeting is assumed with the City to review the 50% Plans
- Develop an OPCC.

Task 2: Detailed Design (100% Design)

- Develop 100% Bid-Ready (Signed/Sealed) documents for the City to publicly bid the project.
- One workshop with the City is included in the scope to finalize design details.
- TDLR coordination, submittal, and associated fees.
- Update the OPCC

Task 3: Bidding Assistance

- Assist the City with bidding (posting to CivCast, responding RFIs, develop an addendum, evaluating bids, recommending award)

Task 4: CA/CO

- Assist the City with construction phase services (up to 5 RFIs, up to 3 submittal reviews, up to 1 change order, construction kick off meeting, up to 3 progress meetings, final inspection meeting)
- Assumes a 3-month duration for construction.

We are ready to start this project immediately upon authorization from the City of Ennis. We anticipate the schedule to begin on 9/1/2022 with 50% design documents for the City to review within 2 months. We anticipate bidding the project by 1/1/2023. Construction duration is anticipated to be 3 months from construction NTP.

The above scope of work is estimated to be as follows:

Task 1: \$13,085 (LS)

Task 2: \$12,160 (LS)

Task 3: \$2,500 (LS)

Task 4: \$9,090 (LS)

Topographic Survey: \$6,000

Easement Preparation: \$1,700

Reimbursable (including TDLR): \$3,785

Total: \$ 48,320



Ed Green, P.E.
August 12, 2022

Assumptions:

- Topographic survey will be performed for the 2 proposed underground trash receptacle locations and does not include a boundary survey for these locations
- Easement preparation is limited to exhibit and means and bounds description. Any coordination with the Post Office will be performed by the City.
- Geotechnical information specific to this project is not required and information will be provided by previous studies performed on a near-by project.
- RPR construction management is not required.
- We assumed that this project will bid publicly as one package.

A breakdown of the estimated fees for the above scope of work is as follows:

				Tavana	O'Brien	Shealy	Diaz	Proj Analyst	Gupta and Associates
TASK	% of Work	Task Hours	TTL Task Fee	QA/QC	PM	Sr. Proj Eng	CADD Tech	Proj Analyst	Elec Engineer
Task 1: Preliminary Design	38.7%	53	\$13,085	2	2	24	24	1	\$ 4,875
Task 2: Detailed Design	27.7%	38	\$12,160	4	2	32	16	1	\$ 3,250
Task 3: Bidding Assistance	7.3%	10	\$2,500		2	8		1	\$ 510
Task 4: CA/CO	26.3%	36	\$9,090		4	32		1	\$ 2,500
Total Task Hours & Engineering Fee		137	\$36,835	6	10	96	40	4	
Subtotal Engineering Fees			\$36,835	\$1,140	\$2,600	\$16,320	\$5,200	\$440	\$11,135
Topographic Survey			\$6,000						
Easement Preparation			\$1,700						
TDLR			\$1,500						
Reimbursable Expenses Budget			\$2,285						
Total Project Fee			\$48,320						

Please let me know if you have any questions. We look forward to assisting the City on this assignment.

Thank you,

Timothy O'Brien, P.E.

Tim O'Brien, P.E.
Vice President

**Gresham
Smith**

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider approval of a resolution ratifying the emergency repair of a portion of the rail spur, owned by the Economic Development Corporation, that services the Lowes and Sterilite Distribution Centers in an amount of \$50,399.91.

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Economic Development

Staff Contact: Rhonda Winters, Economic Development Admin Assistant

BACKGROUND INFORMATION:

On Wednesday, July 30, 2025 I was notified by Charles Walker with Lone Star Railroad Contractors, there had been a derailment at approximately 1:30am on the rail spur servicing Lowes and Sterilite Distribution Centers due to a switch malfunction. Union Pacific shut the line down until repairs could be made. Once on site Lone Star Railroad Contractors inspected the switch and could not determine why it failed.

FINANCIAL IMPACT:

101-112-40300

POLICY IMPLICATIONS:

Staff recommends approval

ATTACHMENTS:

[1347_001](#)
[RESOLUTION NO.-Emergency Rail Spur Repair - Pdf](#)



CERTIFICATION OF EMERGENCY PURCHASE FORM

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

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

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

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

Description/Justification of Emergency: _____

At approximately 11:00 PM on 07/29/2025, a Union Pacific derailment occurred on the Ennis Economic Development rail spur off of Knighthurst/Old Alma Road by the Lowe's Distribution facility. The derailment caused damaged to the tracks resulting in the spur being taken out of service. Repairs to the EDC's rail is spur is required to resume service immediately and avoid potential liability/claims.

Emergency Dollar Amount: \$ 17,500.00

Supplier: Lone Star Railroad Contractors REQ#: _____ PO#: _____

Name/Title of official responsible for initiating emergency action:

Date:

Rhonda Winters/Executive Assistant for Economic Development

7/30/2025

Signature of Director:

Date:

Signature of Purchasing Manager/Finance Director:

Date

Signature of City Manager or Designee:

Date

Daniel A. Hernandez

7/30/25



LONE STAR RAILROAD CONTRACTORS, INC.

a **GCF** Group Company

July 30, 2025

Bid # 12016

Ms. Rhonda Winters
City of Ennis
 P.O. Box 220
 Ennis, TX 75120
 Email: rwinters@ennistx.gov

Dear Ms. Winters:

Lone Star Railroad Contractors, Inc. proposes to furnish all materials, equipment, labor, tools, supervision, insurance and taxes to perform track maintenance work in the north run around switch at the Ennis EDC site in Ennis, Texas as follows:

1. Replace one right-hand switch point using one new right-hand 110# switch point.
2. Replace one left-hand switch point using one new left-hand 110# switch point.
3. Replace 80' of rail using relay quality 110# rail and new track spikes.
4. Replace 10 switch ties using new 7"x9" various length treated hardwood switch ties and new track spikes.
5. Replace any missing or broken bolts using new track bolts.
6. All removed materials will be disposed of off-site.

Total cost of item above is.....\$17,500.00.

- Above pricing does not include crane service billing.
- Time and materials will be tracked and work will be billed at time and material rates.

Prices quoted are based on straight-time, non-union labor, and are good for 15 days. After 15 days from date of bid, prices are subject to change.

Work performed and materials furnished will be invoiced progressively once per month until project is completed and invoiced in full. Terms for payment are net 30 days from date of invoice. If not paid within 30 days, interest on the unpaid balance will accrue at the maximum rate allowed by law.

RAILROAD TRACK CONSTRUCTION • MAINTENANCE • CONSULTING • DEMOLITION
 Lone Star Railroad Contractors, Inc. • P.O. Box 1150 • Ennis, Texas 75120 • (972) 878-9500 • Fax (972) 878-9503

Ms. Rhonda Winters
City of Ennis
Bid # 12016
July 30, 2025
Page 2

We appreciate the opportunity to submit this proposal, and look forward to working with you.

Sincerely,

Charles Walker

Charles Walker
Superintendent

CW/js

This proposal accepted on 30 day of July 2025.

By: 



LONE STAR RAILROAD CONTRACTORS, INC.

a **GCF** Group Company

REMIT TO ADDRESS: P. O. Box 1150, Ennis, Texas 75120				
Bill To: City of Ennis Attn: A/P P.O. Box 220 Ennis, TX 75120	Invoice Date:	July 31, 2025		
	Location of Work:	Ennis, Texas		
	Person Requesting Work:	Rhonda Winters		
	Contract/PO#:			
	Dates Work Performed:	July 31, 2025		
Emailed: dtaylor@ennistx.gov; egreen@ennistx.gov; cwillis@ennistx.gov>; juan.devara@ennistx.gov>; kdavis@ennistx.gov; rvinters@ennistx.gov				
INVOICE #	33731	LSRR JOB #	325248	
DESCRIPTION OF WORK PERFORMED:				
Repair derailment area				
COST PLUS - LABOR, SUPERVISION:	Quantity	Unit	Unit Price	Amount
Supervision - Foreman - Regular time	8.00	Hrs	\$44.12	\$352.96
Supervision - Overtime	5.50	Hrs	\$66.18	\$363.99
Supervision - Superintendent - Regular time	4.00	Hrs	\$67.07	\$268.28
Supervision - Superintendent - Overtime		Hrs	\$100.61	\$0.00
Labor - Regular time	24.00	Hrs	\$31.88	\$765.12
Labor - Overtime	15.00	Hrs	\$47.82	\$717.30
Operator - Regular time	16.00	Hrs	\$35.46	\$567.36
Operator - Overtime	10.00	Hrs	\$53.19	\$531.90
Total supervision, labor,				\$3,566.91
COST PLUS - EQUIPMENT AND/OR TOOLS:				
Crew Truck	13.50	Hrs	\$35.00	\$472.50
Haul Trailer-35'	4.00	Hrs	\$32.00	\$128.00
Utility Trailer-16'		Hrs	\$22.00	\$0.00
Rail Saw	6.00	Cut	\$31.00	\$186.00
Rail Drill	13.00	Hrs	\$21.00	\$273.00
Air Compressor	13.00	Hrs	\$37.00	\$481.00
Pickup	4.00	Hrs	\$32.00	\$128.00
Backhoe	13.00	Hrs	\$77.00	\$1,001.00
Skytrack	13.00	Hrs	\$87.00	\$1,131.00
Hulcher Services	1.00	LS	\$32,825.00	\$32,825.00
Equipment Mob/Demob	1.00	LS	\$500.00	\$500.00
Total equipment and/or tools.				\$37,125.50
COST PLUS - MATERIAL:				
Crossties		Ea		\$0.00
Switchties	17.00	Ea	\$180.00	\$3,060.00
Rail	1.43	NT	\$1,625.00	\$2,323.75
Spikes	3.00	Keg	\$123.75	\$371.25
Tie plugs	0.50	Bdl	\$58.00	\$29.00
Switch Point	2.00	Ea	\$1,850.00	\$3,700.00
Frog bolts	2.00	Ea	\$13.50	\$27.00
Track bolts	16.00	Ea	\$7.25	\$116.00
Lockwashers	18.00	Ea	\$1.25	\$22.50
Gauge rod	1.00	Ea	\$58.00	\$58.00
Total material furnished.				\$9,707.50
Subtotal				\$50,399.91
Sales tax on labor and equipment.	\$40,692.41	Exempt	0.00%	\$0.00
Total amount due this invoice.				\$50,399.91
THANK YOU FOR YOUR BUSINESS!! Terms of Payment - Net 30 days - 1 1/2% per month on unpaid balance				

RAILROAD TRACK CONSTRUCTION • MAINTENANCE • CONSULTING • DEMOLITION

LONE STAR RAILROAD CONTRACTORS, INC.

ITY OF ENNIS

CUSTOMER NAME

Date

7-31-25

MEROLL

Employee Name

Class

Total

			Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.	
Jorge	Martinez	F				13				13 1/2
Salas	Barcia	O				13				13
Jan	Salaza	O				13				13
Xavier	Zoto	L				13				13
OSar	Ramirez	L				13				13
Wiguel	Bamon	L				13				13
Charles	Walker	S				4				4
										82 1/2

QUIPMENT REPORT

Unit Number & Description	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.	Total
Truck #122				13				13 1/2
Belchae Rivas # H8T04230				13				13
A.C. Shop # 612				13				13
Forklift Shop				13				13
Rail Saw,				13				13
Rail Drill				13				13
Truck 120				4				4
Gooseneck Trailer 223				4				4

DESCRIPTION OF WORK PERFORMED

MATERIAL REPORT

MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	one gauge Road 3blad Rail Saw, 2 drill bits we Changed stock Rail, 2 Switch Points 110 RE 2 Rails 39' 110 RE, 2 switch one Rail Back The Fro 9 39' Res Paiked aproximately 70' Points 19' 6" 110 RE, 3 can- bit elevation Tamped 70 Feet OF SPIKES, 16 Joint bolts 5 1/2" x 1" 2 frog bolts 13', 2 12' 17 Switch ties 1 9', 2 10' 4-11', 2-12', 2-13', 2-14', 2-15' 2 16' 1/2 bundle ties Plogs
SUNDAY	



RESOLUTION NO.

A RESOLUTION RATIFYING THE EMERGENCY REPAIR OF A PORTION OF THE RAIL SPUR, OWNED BY THE ECONOMIC DEVELOPMENT CORPORATION, SERVICING THE LOWES AND STERILITE DISTRIBUTION CENTERS IN AN AMOUNT OF \$50,399.91.

WHEREAS, the City Commission as well as the Economic Development Corporation wishes to protect the assets and citizens with this necessary emergency repair to the rail spur in the industrial park and to continue to provide rail spur service to its industrial partners.

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

SECTION 1: Authorizes the ratification of the emergency purchase to repair the switch and rail line servicing the Lowes and Sterilite Distribution Centers in an amount of \$50,399.91.

SECTION 2: That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 3: 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:

E.4.

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Approval of a Resolution awarding contracts for Bid No. 25-512-15 to NTSM, LLC; Earthworks Landscape and Maintenance, LLC; and AW&D Construction and Maintenance Services, LLC for a total bid award amount of \$291,000 for FY2026 mowing services for City of Ennis owned properties; and authorizing the Mayor to execute the contracts.

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Parks

Staff Contact: Paul Liska, Parks Director

BACKGROUND INFORMATION:

The City of Ennis solicited sealed bids through Invitation to Bid No. 25-512-15 for mowing services for various City-owned properties. The solicitation allowed for multiple awards to ensure the best value for the City. Bids were opened on April 9, 2025, and evaluated in accordance with the criteria set forth in the bid documents. Two bids were disqualified: one vendor conditioned their bid on being awarded all areas, contrary to the solicitation's terms, and another vendor was non-responsive to City inquiries regarding required equipment and staffing. Staff recommends award to NTSM, LLC; Earthworks Landscape and Maintenance, LLC; and AW&D Construction and Maintenance Services, LLC as the most responsive and responsible bidders.

FINANCIAL IMPACT:

Funding for mowing services is included in the FY 2025 Parks, Facilities, and Public Works budgets. Total annual costs will be in accordance with the pricing submitted by the awarded vendors.

POLICY IMPLICATIONS:

Awarding this contract follows the City's purchasing policies and procedures and complies with applicable Texas Local Government Code requirements for competitive bidding.

RECOMMENDATION:

Staff recommends approval of a resolution awarding contracts for ITB No. 25-512-15 "Mowing" to NTSM, LLC; Earthworks Landscape and Maintenance, LLC; and AW&D Construction and Maintenance Services, LLC, and authorizing the Mayor to execute all necessary documents.

ATTACHMENTS:

[Mowing Executive Summary](#)
[RESOLUTION NO.-25-512-15 Mowing - Pdf](#)



City of Ennis
Finance
Stanley Muli, Finance Director
107 N. Sherman St, Ennis, TX 75119

EXECUTIVE SUMMARY

ITB No. 25-512-15

Mowing

RESPONSE DEADLINE: April 9, 2025 at 1:00 pm
Report Generated: Tuesday, August 12, 2025

SOLICITATION OVERVIEW

Project Title	Mowing
Project ID	25-512-15
Project Type	Invitation For Bid
Release Date	March 9, 2025
Due Date	April 9, 2025
Procurement Agent	Katrinia Roberson
Project Description	The City of Ennis is requesting bids for Mowing. See ITB 25-512-15 on the City's OpenGov portal, bids are due before 1:00 pm on Wednesday, April 9, 2025.

Advertisement



EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

The City of Ennis (City) will receive bids for 25-512-15 Mowing.

Specifications can be found at <https://procurement.opengov.com/portal/ennistx>.

Bids will be received until 1:00 pm Wednesday, April 9, 2025.

Sealed proposals/bids shall be submitted online at <https://procurement.opengov.com/portal/ennistx>.

All questions shall be fielded online at <https://procurement.opengov.com/portal/ennistx>.

Hard copy submissions will not be accepted.

Bids will be opened at 107 N Sherman St., Ennis, TX 75119 at Wednesday, April 9, 2025 1:00 pm.

City of Ennis

By: Katrinia Roberson

Title: Purchasing Manager

Bid Release Date:	March 9, 2025
Optional Tour of City Facilities:	Upon Request
Deadline for Submittal of Questions:	March 28, 2025, 5:00pm
Sealed Bids Due to the City:	April 9, 2025, 1:00pm
Publication Date 1:	03/09/2025
Publication Date 2:	03/16/2025

SOLICITATION STATUS HISTORY

Date	Changed To	Changed By
Oct 30, 2024 2:40 PM	Draft	Katrinia Roberson
Feb 26, 2025 10:24 AM	Review	Katrinia Roberson
Mar 7, 2025 7:57 AM	Final	Katrinia Roberson
Mar 7, 2025 7:57 AM	Post Pending	Katrinia Roberson
Mar 9, 2025 12:00 AM	Open	OpenGov Bot
Apr 9, 2025 1:00 PM	Pending	OpenGov Bot
Apr 29, 2025 7:37 AM	Evaluation	Katrinia Roberson
Apr 29, 2025 7:38 AM	Pending	Katrinia Roberson
Apr 29, 2025 7:38 AM	Evaluation	Katrinia Roberson
Apr 29, 2025 4:07 PM	Pending	Katrinia Roberson
Apr 29, 2025 4:07 PM	Evaluation	Katrinia Roberson

PROPOSALS RECEIVED

Status	Vendor	Contact Info	Submission Date
Submitted	AW&D Construction and Maintenance Services LLC	Willie Larry Jr awdconstructionllc@gmail.com (713) 882-2663	Apr 6, 2025 11:25 PM
No Bid	Brushy Creek Industrial Solutions LLC	Kret Townsend kt@bcindsol.com	Mar 9, 2025 7:14 AM
Submitted	Earthworks Landscape and Maintenance LLC	Garret Ashton amandas@earthworkstexas.com	Apr 9, 2025 12:18 PM
No Bid	Global Cyber Solutions LLC	Darnell Baxter darnellbaxter@globalcybersolutionsllc.com	Mar 25, 2025 6:24 PM

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Status	Vendor	Contact Info	Submission Date
Submitted	NTSM, LLC	Marcus O'Dell billing@perfectfinishlandscaping.com	Apr 9, 2025 11:58 AM
Submitted	Texas Pride Lawn LLC	Mario Galvan Aparicio maparicio@phillipsmay.com	Apr 9, 2025 12:39 PM
Disqualified	CMJ Developments	Cameron Jackson governmentcontractinfo@gmail.com	Apr 9, 2025 6:01 AM
Disqualified	Mow Pro's Lawn, Landscape & Irrigation LLC	Matt Keever mowprooffice@yahoo.com (972) 875-7767	Apr 8, 2025 4:43 PM

PRICING RESPONSES

CONTRACT GROUP A - DOWNTOWN AND EAST PARKS

Mow, Edge, Line Trim, Blow & Debris Removal *- Weed Removal from Beds

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A1	Old City Hall & S Plaza Parking Lot Complex	36	Cost Each Time Service is Provided	\$200.00	\$7,200.00		\$51.00	\$1,836.00		\$28.93	\$1,041.48		\$65.00	\$2,340.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A2	Future Tim Guana Discovery Park (Community Center Park)	36	Cost Each Time Service is Provided	\$150.00	\$5,400.00		\$102.00	\$3,672.00		No Bid	No Bid		\$1.00	\$36.00	
A3	IOOF Park at Fairview	24	Cost Each Time Service is Provided	\$225.00	\$5,400.00		\$300.00	\$7,200.00		\$322.83	\$7,747.92		\$400.00	\$9,600.00	
A4	N. Rogers & Maise Park (Faulkner Lots)	24	Cost Each Time Service is Provided	\$125.00	\$3,000.00		\$48.00	\$1,152.00		\$28.75	\$690.00		\$60.00	\$1,440.00	
A5	Helicopter Pad	24	Cost Each Time Service is Provided	\$250.00	\$6,000.00		\$48.00	\$1,152.00		\$15.41	\$369.84		\$40.00	\$960.00	
A6	Inspection/Health Department	36	Cost Each Time Service is Provided	\$125.00	\$4,500.00		\$51.00	\$1,836.00		\$55.64	\$2,003.04		\$50.00	\$1,800.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A7	Kiwanis Park	36	Cost Each Time Service is Provided	\$125.00	\$4,500.00		\$204.00	\$7,344.00		\$63.16	\$2,273.76		\$125.00	\$4,500.00	
A8	Minnie McDowell Park	36	Cost Each Time Service is Provided	\$250.00	\$9,000.00		\$60.00	\$2,160.00		\$15.00	\$540.00		\$15.00	\$540.00	
A9	Old Public Works Yard	24	Cost Each Time Service is Provided	\$85.00	\$2,040.00		\$51.00	\$1,224.00		\$15.00	\$360.00		\$30.00	\$720.00	
A10	(North Plaza) Old Safeway	36	Cost Each Time Service is Provided	\$150.00	\$5,400.00		\$72.00	\$2,592.00		\$32.38	\$1,165.68		\$70.00	\$2,520.00	
A11	Pierce Park	36	Cost Each Time Service is Provided	\$125.00	\$4,500.00		\$84.00	\$3,024.00		\$75.49	\$2,717.64		\$120.00	\$4,320.00	

EXECUTIVE SUMMARY
 ITB No. 25-512-15
 Mowing

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A12	Public Library	36	Cost Each Time Service is Provided	\$350.00	\$12,600.00		\$102.00	\$3,672.00		\$27.83	\$1,001.88		\$165.00	\$5,940.00	
A13	Public Works Yard	36	Cost Each Time Service is Provided	\$325.00	\$11,700.00		\$102.00	\$3,672.00		\$88.78	\$3,196.08		\$125.00	\$4,500.00	
A14	Railroad Museum and Tourism Center	36	Cost Each Time Service is Provided	\$85.00	\$3,060.00		\$51.00	\$1,836.00		\$15.00	\$540.00		\$20.00	\$720.00	
A15	Roger Maise Park	36	Cost Each Time Service is Provided	\$225.00	\$8,100.00		\$258.00	\$9,288.00		\$180.41	\$6,494.76		\$250.00	\$9,000.00	
A16	ROW Triangular Section	24	Cost Each Time Service is Provided	\$125.00	\$3,000.00		\$30.00	\$720.00		\$19.79	\$474.96		\$30.00	\$720.00	

EXECUTIVE SUMMARY
 ITB No. 25-512-15
 Mowing

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A17	Susie B. Garrett Park	36	Cost Each Time Service is Provided	\$150.00	\$5,400.00		\$102.00	\$3,672.00		\$53.83	\$1,937.88		\$60.00	\$2,160.00	
A18	Willie Love Park	36	Cost Each Time Service is Provided	\$125.00	\$4,500.00		\$54.00	\$1,944.00		\$33.21	\$1,195.56		\$30.00	\$1,080.00	
A19	Lions Park	36	Cost Each Time Service is Provided	\$250.00	\$9,000.00		\$715.00	\$25,740.00		\$405.35	\$14,592.60		\$1,400.00	\$50,400.00	
A20	Veterans Park Memorial	36	Cost Each Time Service is Provided	\$225.00	\$8,100.00		\$250.00	\$9,000.00		\$95.99	\$3,455.64		\$75.00	\$2,700.00	
A21	Veterans Park Soccer Commons / Trim	30	Cost Each Time Service is Provided	\$500.00	\$15,000.00		\$780.00	\$23,400.00		\$557.98	\$16,739.40		\$450.00	\$13,500.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A22	Bluebonnet Park Baseball Commons / Trim	30	Cost Each Time Service is Provided	\$500.00	\$15,000.00		\$1,000.00	\$30,000.00		\$479.78	\$14,393.40		\$850.00	\$25,500.00	
A23	Rotary Park Class A	36	Cost Each Time Service is Provided	\$250.00	\$9,000.00		\$203.58	\$7,328.88		\$111.55	\$4,015.80		\$300.00	\$10,800.00	
A24	Public Safety Facility	36	Cost Each Time Service is Provided	\$450.00	\$16,200.00		\$201.435	\$7,251.66		\$131.42	\$4,731.12		\$450.00	\$16,200.00	
A25	Fire Station #2	36	Cost Each Time Service is Provided	\$350.00	\$12,600.00		\$75.00	\$2,700.00		\$50.19	\$1,806.84		\$80.00	\$2,880.00	
A26	Fire Station #3	36	Cost Each Time Service is Provided	\$300.00	\$10,800.00		\$75.00	\$2,700.00		\$104.88	\$3,775.68		\$110.00	\$3,960.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
A27	Baylor/Sherman Public Parking	36	Cost Each Time Service is Provided	\$125.00	\$4,500.00		\$65.00	\$2,340.00		\$27.00	\$972.00		\$35.00	\$1,260.00	
Total					\$205,500.00			\$168,456.54			\$98,232.96			\$180,096.00	

CONTRACT GROUP B - WEST PARKS & WATER FACILITIES

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group B - West Parks & Water Facilities				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
B1	Hall / Lake Bardwell Dr Trigangle ROW	24	Cost Each Time Service is Provided	\$85.00	\$2,040.00		\$65.00	\$1,560.00		\$64.02	\$1,536.48		\$55.00	\$1,320.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
B2	Rotary Park Class A	24	Cost Each Time Service is Provided	\$250.00	\$6,000.00		\$1,151.15	\$27,627.60		\$1,142.76	\$27,426.24		\$700.00	\$16,800.00	
B3	Lake Clark Park, Boat Ramp area, Kachina Prairie Trail	24	Cost Each Time Service is Provided	\$1,250.00	\$30,000.00		\$594.00	\$14,256.00		\$329.48	\$7,907.52		\$900.00	\$21,600.00	
B4	Lake Clark ROW 300 ft North and South from the ends of the bridge	24	Cost Each Time Service is Provided	\$125.00	\$3,000.00		\$60.00	\$1,440.00		\$73.42	\$1,762.08		\$100.00	\$2,400.00	
B5	Medians @ 2000 Block of Ensign Rd., W Lampasas St. (Jeter to 287), Medical Center Dr.	24	Cost Each Time Service is Provided	\$125.00	\$3,000.00		\$300.00	\$7,200.00		\$59.26	\$1,422.24		\$150.00	\$3,600.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
B6	N. Jeter Drive ROW	24	Cost Each Time Service is Provided	\$220.00	\$5,280.00		\$390.00	\$9,360.00		\$118.18	\$2,836.32		\$100.00	\$2,400.00	
B7	Physicians Drive ROW Medical Center to Hwy 287	24	Cost Each Time Service is Provided	\$220.00	\$5,280.00		\$270.00	\$6,480.00		\$118.84	\$2,852.16		\$250.00	\$6,000.00	
B8	ROW Physicians Dr. to Lampasas	25	Cost Each Time Service is Provided	\$125.00	\$3,125.00		\$480.00	\$12,000.00		\$153.11	\$3,827.75		\$150.00	\$3,750.00	
B9	W. Lampasas ROW from Hall to Hwy 287 Bypass	24	Cost Each Time Service is Provided	\$85.00	\$2,040.00		\$510.00	\$12,240.00		\$123.11	\$2,954.64		\$100.00	\$2,400.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
B10	Wastewater Treatment Plant	24	Cost Each Time Service is Provided	\$350.00	\$8,400.00		\$600.00	\$14,400.00		\$468.32	\$11,239.68		\$1,250.00	\$30,000.00	
B11	Water Tower #1 Corner Lake St. and Sherman St.	10	Cost Each Time Service is Provided	\$85.00	\$850.00		\$102.00	\$1,020.00		\$126.00	\$1,260.00		\$70.00	\$700.00	
B12	Water Tower #2	10	Cost Each Time Service is Provided	\$85.00	\$850.00		\$102.00	\$1,020.00		\$195.66	\$1,956.60		\$50.00	\$500.00	
B13	Water Treatment Plant	15	Cost Each Time Service is Provided	\$225.00	\$3,375.00		\$960.00	\$14,400.00		\$885.22	\$13,278.30		\$1,000.00	\$15,000.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
B14	Airport Building Areas / Trim out	24	Cost Each Time Service is Provided	\$1,400.00	\$33,600.00		\$102.00	\$2,448.00		\$196.20	\$4,708.80		\$400.00	\$9,600.00	
B15	Veterans Park wildflower areas	24	Cost Each Time Service is Provided	\$125.00	\$3,000.00		\$65.00	\$1,560.00		\$97.15	\$2,331.60		\$110.00	\$2,640.00	
B16	Bluebonnet Park Pond & Pavilion Side	24	Cost Each Time Service is Provided	\$126.00	\$3,024.00		\$444.90	\$10,677.60		\$391.78	\$9,402.72		\$550.00	\$13,200.00	
B17	W. Ennis Ave from Yorkstown to Hall	24	Cost Each Time Service is Provided	\$160.00	\$3,840.00		\$291.60	\$6,998.40		\$208.46	\$5,003.04		\$300.00	\$7,200.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
B18	Medians: Washington/Crisp ; S Shawnee/S Kaufman; S Paris/S Kaufman	24	Cost Each Time Service is Provided	\$175.00	\$4,200.00		\$1,246.80	\$29,923.20		\$100.00	\$2,400.00		\$500.00	\$12,000.00	
B19	EBF Parking/Under Pass corners	24	Cost Each Time Service is Provided	\$130.00	\$3,120.00		\$300.00	\$7,200.00		\$19.70	\$472.80		\$35.00	\$840.00	
B20	"Big Moore" Lot	24	Cost Each Time Service is Provided	\$150.00	\$3,600.00		\$65.00	\$1,560.00		\$67.61	\$1,622.64		\$55.00	\$1,320.00	
Total					\$127,624.00			\$183,370.80			\$106,201.61			\$153,270.00	

CONTRACT GROUP C - RIGHT OF WAYS (ROW) & LARGE MOWER AREAS

Mow, Edge, Line Trim, Blow & Debris Removal Note: Row's should be considered approximately 15' or the property line on both sides of the road unless otherwise stated

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
C1	1700 W Lampasas City owned property	10	Cost Each Time Service is Provided	\$425.00	\$4,250.00		\$540.00	\$5,400.00		\$3,403.59	\$34,035.90		\$500.00	\$5,000.00	
C2	300 W Moore & N Preston ROW 300 feet west from Preston	10	Cost Each Time Service is Provided	\$3,500.00	\$35,000.00		\$82.50	\$825.00		\$65.00	\$650.00		\$500.00	\$5,000.00	
C3	Airport 3000 Airport Rd & Hwy 287 including areas on north and south ends	10	Cost Each Time Service is Provided	\$160.00	\$1,600.00		\$1,580.40	\$15,804.00		\$13,683.86	\$136,838.60		\$2,250.00	\$22,500.00	
C4	Crisp Rd from Daffan to Sunridge	4	Cost Each Time Service is Provided	\$85.00	\$340.00		\$75.00	\$300.00		\$44.11	\$176.44		\$400.00	\$1,600.00	
C5	Dunkerly 600 feet west from 1722	4	Cost Each Time Service is Provided	\$255.00	\$1,020.00		\$75.00	\$300.00		\$36.71	\$146.84		\$350.00	\$1,400.00	
C6	E. Ennis Ave from Sunridge Rd to Sonoma Trail	4	Cost Each Time Service is Provided	\$170.00	\$680.00		\$120.00	\$480.00		\$62.56	\$250.24		\$500.00	\$2,000.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
C7	Ennis Parkway from W Ennis Ave to Hwy 287 Bypass	4	Cost Each Time Service is Provided	\$125.00	\$500.00		\$75.00	\$300.00		\$19.66	\$78.64		\$300.00	\$1,200.00	
C8	Fallen Rd 1,500' east from I-45 Service Rd	4	Cost Each Time Service is Provided	\$170.00	\$680.00		\$75.00	\$300.00		\$53.63	\$214.52		\$500.00	\$2,000.00	
C9	Rotary Park Open Fields	10	Cost Each Time Service is Provided	\$170.00	\$1,700.00		\$585.00	\$5,850.00		\$976.26	\$9,762.60		\$500.00	\$5,000.00	
C10	Knighthurst Rd ROW from Creechville to National	4	Cost Each Time Service is Provided	\$110.00	\$440.00		\$142.50	\$570.00		\$178.75	\$715.00		\$750.00	\$3,000.00	
C11	Main NW from Baylor to Gilmer/SW Brown to Lampasas	4	Cost Each Time Service is Provided	\$210.00	\$840.00		\$273.00	\$1,092.00		\$146.58	\$586.32		\$750.00	\$3,000.00	
C12	Old Boyce Rd. 1,000 feet north from Hwy 287	4	Cost Each Time Service is Provided	\$120.00	\$480.00		\$75.00	\$300.00		\$168.75	\$675.00		\$450.00	\$1,800.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
C13	Old Boyce Rd. 1,950 feet south from Hwy 287	4	Cost Each Time Service is Provided	\$170.00	\$680.00		\$75.00	\$300.00		\$99.21	\$396.84		\$750.00	\$3,000.00	
C14	Old Cooke Rd. 1,300 feet north from Hwy 287	4	Cost Each Time Service is Provided	\$170.00	\$680.00		\$75.00	\$300.00		\$225.00	\$900.00		\$475.00	\$1,900.00	
C15	Old Waxahachie Rd. 1,500 feet south from Hwy 287	4	Cost Each Time Service is Provided	\$85.00	\$340.00		\$75.00	\$300.00		\$151.94	\$607.76		\$500.00	\$2,000.00	
C16	Prachyl 1,300 feet east from 1722	4	Cost Each Time Service is Provided	\$190.00	\$760.00		\$75.00	\$300.00		\$169.81	\$679.24		\$450.00	\$1,800.00	
C17	ROW 300 feet south from Lake Bardwell Dr.	4	Cost Each Time Service is Provided	\$500.00	\$2,000.00		\$75.00	\$300.00		\$65.00	\$260.00		\$450.00	\$1,800.00	
C18	S. Jeter Drive ROW from W. Ennis Ave to Lampasas	4	Cost Each Time Service is Provided	\$255.00	\$1,020.00		\$130.50	\$522.00		\$155.51	\$622.04		\$500.00	\$2,000.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
C19	Sonoma Trail from Hill Ln to Dolfie Ln	4	Cost Each Time Service is Provided	\$190.00	\$760.00		\$75.00	\$300.00		\$131.20	\$524.80		\$500.00	\$2,000.00	
C20	Valek Rd. 1,000 feet east from I-45 Service Rd.	4	Cost Each Time Service is Provided	\$550.00	\$2,200.00		\$75.00	\$300.00		\$168.75	\$675.00		\$500.00	\$2,000.00	
C21	Public Safety Facility Open Field	10	Cost Each Time Service is Provided	\$170.00	\$1,700.00		\$784.20	\$7,842.00		\$2,094.52	\$20,945.20		\$400.00	\$4,000.00	
C22	Meadowveiw Nature Area	4	Cost Each Time Service is Provided	\$395.00	\$1,580.00		\$1,975.80	\$7,903.20		\$6,638.57	\$26,554.28		\$750.00	\$3,000.00	
C23	Bluebonnet Park Meadow	10	Cost Each Time Service is Provided	\$160.00	\$1,600.00		\$284.40	\$2,844.00		\$954.07	\$9,540.70		\$350.00	\$3,500.00	
C24	III Cardinals Park (Undeveloped)	10	Cost Each Time Service is Provided	\$395.00	\$3,950.00		\$310.20	\$3,102.00		\$204.31	\$2,043.10		\$450.00	\$4,500.00	
C25	Stonewyke Park (Undeveloped)	10	Cost Each Time Service is Provided	\$150.00	\$1,500.00		\$272.40	\$2,724.00		\$887.51	\$8,875.10		\$350.00	\$3,500.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
Total					\$66,300.00			\$58,558.20			\$256,754.16			\$88,500.00	

CONTRACT GROUP D – SLOPES AND INTERSTATE RIGHT OF WAYS

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group D – Slopes and Interstate Right of Ways				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
D1	Disk Golf Course & Lake Clark Dam	15	Cost Each Time Service is Provided	\$350.00	\$5,250.00		\$114.00	\$1,710.00		\$1,110.85	\$16,662.75		No Bid	No Bid	
D2	Overpass I-45 @ Creechville Rd.	15	Cost Each Time Service is Provided	\$250.00	\$3,750.00		\$180.00	\$2,700.00		\$306.80	\$4,602.00		No Bid	No Bid	
D3	Overpass I-45 @ Crisp Rd.	15	Cost Each Time Service is Provided	\$250.00	\$3,750.00		\$180.00	\$2,700.00		\$274.95	\$4,124.25		No Bid	No Bid	
D4	Overpass I-45 @ Hwy 34/Ennis Ave	15	Cost Each Time Service is Provided	\$170.00	\$2,550.00		\$114.00	\$1,710.00		\$341.25	\$5,118.75		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group D – Slopes and Interstate Right of Ways				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
D5	Overpass I-45 @ Hwy 85	15	Cost Each Time Service is Provided	\$250.00	\$3,750.00		\$114.00	\$1,710.00		\$377.65	\$5,664.75		No Bid	No Bid	
D6	Overpass I-45 @ Kaufman St.	15	Cost Each Time Service is Provided	\$326.00	\$4,890.00		\$240.00	\$3,600.00		\$606.45	\$9,096.75		No Bid	No Bid	
D7	Jeter Drainage Ditch	10	Cost Each Time Service is Provided	\$255.00	\$2,550.00		\$65.00	\$650.00		\$90.00	\$900.00		No Bid	No Bid	
D8	Tenison/Sleepy Hollow Drainage	10	Cost Each Time Service is Provided	\$340.00	\$3,400.00		\$426.00	\$4,260.00		\$326.00	\$3,260.00		No Bid	No Bid	
Total					\$29,890.00			\$19,040.00			\$49,429.25			No Bid	

CONTRACT GROUP E ADDITIONAL SITES – (NOT REQUIRED TO BID ALL OR FOR CONTRACT AWARD)

Mow, Edge, Line Trim, Blow & Debris Removal

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group E Additional Sites – (Not required to bid all or for contract award)				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
E1	Arnold St. from Mayfair Dr. to 45	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E2	Brombeck	3	Cost Each Time Service is Provided	\$100.00	\$300.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E3	Christian Rd.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E4	IOOF Rd.	3	Cost Each Time Service is Provided	\$210.00	\$630.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E5	Lakeview Dr.	3	Cost Each Time Service is Provided	\$100.00	\$300.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E6	Laneview Dr.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E7	Marble Dr.	3	Cost Each Time Service is Provided	\$150.00	\$450.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	

EXECUTIVE SUMMARY

ITB No. 25-512-15

Mowing

Contract Group E Additional Sites – (Not required to bid all or for contract award)				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
E8	Nasuda Rd.	3	Cost Each Time Service is Provided	\$150.00	\$450.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E9	Observation Dr.	3	Cost Each Time Service is Provided	\$210.00	\$630.00		\$114.00	\$342.00		No Bid	No Bid		No Bid	No Bid	
E10	Old Bardwell Rd.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E11	Old Boyce Rd.	3	Cost Each Time Service is Provided	\$190.00	\$570.00		\$114.00	\$342.00		No Bid	No Bid		No Bid	No Bid	
E12	Old Church Rd.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E13	Railroad Line (additional)	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$378.00	\$1,134.00		No Bid	No Bid		No Bid	No Bid	
E14	Sleepy Hollow	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	

EXECUTIVE SUMMARY

Invitation For Bid - Mowing

Page 23

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group E Additional Sites – (Not required to bid all or for contract award)				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
E15	Village Rd.	3	Cost Each Time Service is Provided	\$150.00	\$450.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
E16	Wadley Rd	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$77.00	\$231.00		No Bid	No Bid		No Bid	No Bid	
E17	Ennis Parkway	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$114.00	\$342.00		No Bid	No Bid		No Bid	No Bid	
Total					\$8,370.00			\$5,199.00			No Bid			No Bid	

CONTRACT GROUP F – UTILITY EASMENTS

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group F – Utility Easments				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
F1	Bucees Gravity Line to Sonoma Lift Station	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$684.00	\$1,368.00		\$1,368.00	\$2,736.00		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group F – Utility Easements				AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
F2	Cooke Rd Water Line Easement	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$65.00	\$130.00		\$112.80	\$225.60		No Bid	No Bid	
F3	48in Trunk Line Hwy 34 to Sewer Plant	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$552.00	\$1,104.00		\$1,104.00	\$2,208.00		No Bid	No Bid	
F4	Liska Lift Station Gravity Line	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$81.60	\$163.20		\$163.20	\$326.40		No Bid	No Bid	
F5	Fresh Pet force Main Easement	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$492.00	\$984.00		\$984.00	\$1,968.00		No Bid	No Bid	
Total					\$2,500.00			\$3,749.20			\$7,464.00			No Bid	

QUESTIONS AND ANSWERS

Approved, Unanswered Questions

Approved, Answers Provided

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

1. Maps

Mar 12, 2025 9:49 AM

Question: Does the city have maps of all the properties included within this RFP that show the boundary lines of where we start and stop maintenance?

Mar 12, 2025 9:49 AM

Answered by Katrinia Roberson: Please go to Notices to see the property boundaries.

Mar 21, 2025 2:05 PM

2. Variations

Mar 12, 2025 9:59 AM

Question: Can you please explain why some locations on the Contract Site Address form are highlighted in Red, yellow or have been crossed out but all locations are on the OpenGov portal site for prices to be submitted?

Mar 12, 2025 9:59 AM

Answered by Katrinia Roberson: Some locations were moved and renamed on the attachment. Each location on the pricing schedule is included.

Mar 21, 2025 2:05 PM

3. Awarding

Mar 15, 2025 9:27 AM

Question: Is the awarding of the contract an all or nothing process? Some bids are broken up by the type of property.

Mar 15, 2025 9:27 AM

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Answered by Katrinia Roberson: The City reserves the right to award the contract as a whole or by individual groups, depending on what is deemed most advantageous for the City. Bids will be evaluated accordingly to ensure the best value and outcome for the City's needs.

Mar 25, 2025 12:44 PM

4. Multiple contractors can be awarded this contract?

Mar 20, 2025 1:29 PM

Question: I see mowing areas are divided into 6 "groups" (Groups A-F), does that mean that potentially, 6 different contractors can be awarded the contract? (1 contractor for each group)?

Mar 20, 2025 1:29 PM

Answered by Katrinia Roberson: The City reserves the right to award the contract as a whole or by individual groups, depending on what is deemed most advantageous for the City. Bids will be evaluated accordingly to ensure the best value and outcome for the City's needs.

Mar 25, 2025 12:44 PM

5. Bidding

Mar 25, 2025 12:38 PM

Question: Is the solicitation for all locations or we can bid on individual locations ?

Mar 25, 2025 12:38 PM

Answered by Katrinia Roberson: The City reserves the right to award the contract as a whole or by individual groups, depending on what is deemed most advantageous for the City. Bids will be evaluated accordingly to ensure the best value and outcome for the City's needs.

Mar 25, 2025 12:44 PM

ADDENDA & NOTICES

ADDENDA ISSUED:

Addendum #1

Mar 25, 2025 12:43 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum. No bid selection was added to each group.

ADDENDA ACKNOWLEDGEMENTS:

1. Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
AW&D Construction and Maintenance Services LLC	X	Apr 6, 2025 5:48 PM	Willie Larry Jr
NTSM, LLC	X	Apr 9, 2025 8:19 AM	Marcus O'Dell
Earthworks Landscape and Maintenance LLC	X	Apr 9, 2025 10:57 AM	Amanda X
Texas Pride Lawn LLC	X	Apr 8, 2025 9:41 PM	Mario Galvan Aparicio

NOTICES ISSUED:

Notice #1

Mar 21, 2025 2:03 PM

Please see the attached documents for property boundaries.

Attachments:

- [ContractFMerged](#)
- [ContractCMerged](#)
- [ContractAMerged](#)
- [ContractBMerged](#)
- [ContractDMergedPDF](#)
- [ContractEMerged](#)

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Notice #2

Jun 4, 2025 7:43 AM

City Staff will recommend the below awards at the June 17th Commissioners Meeting:

Contract Groups A&B to NTSM

Contract Groups C,D,E and F to Mow Pro's

Notice #3

Aug 7, 2025 7:20 AM

This notice serves as an update to the previously issued Intent to Award. One of the originally selected vendors has withdrawn from consideration. City staff will now recommend the following contract awards at the June 17th Commissioners Meeting:

- **Contract Groups A & B:** *NTSM*
- **Contract Groups C, D, E & F:** *Earthworks*
- **Contract Groups F:** *AW&D Construction*
-

This recommendation is based on the next responsive and responsible bidder in accordance with the evaluation criteria outlined in the solicitation. Final approval will be determined by City Commission action.

EVALUATION

SELECTED VENDOR TOTALS

Vendor	Total
AW&D Construction and Maintenance Services LLC	\$2,500.00

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Vendor	Total
Earthworks Landscape and Maintenance LLC	\$3,749.20
NTSM, LLC	\$7,464.00
Texas Pride Lawn LLC	No Bid

CONTRACT GROUP A - DOWNTOWN AND EAST PARKS

Mow, Edge, Line Trim, Blow & Debris Removal *- Weed Removal from Beds

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A1	Old City Hall & S Plaza Parking Lot Complex	36	Cost Each Time Service is Provided	\$200.00	\$7,200.00		\$51.00	\$1,836.00		\$28.93	\$1,041.48		\$65.00	\$2,340.00	
	A2	Future Tim Guana Discovery Park (Community Center Park)	36	Cost Each Time Service is Provided	\$150.00	\$5,400.00		\$102.00	\$3,672.00		No Bid	No Bid		\$1.00	\$36.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A3	IOOF Park at Fairview	24	Cost Each Time Service is Provide d	\$225.00	\$5,400.00		\$300.00	\$7,200.00		\$322.83	\$7,747.92		\$400.00	\$9,600.00	
	A4	N. Rogers & Maise Park (Faulkner Lots)	24	Cost Each Time Service is Provide d	\$125.00	\$3,000.00		\$48.00	\$1,152.00		\$28.75	\$690.00		\$60.00	\$1,440.00	
	A5	Helicopter Pad	24	Cost Each Time Service is Provide d	\$250.00	\$6,000.00		\$48.00	\$1,152.00		\$15.41	\$369.84		\$40.00	\$960.00	
	A6	Inspection/Health Department	36	Cost Each Time Service is Provide d	\$125.00	\$4,500.00		\$51.00	\$1,836.00		\$55.64	\$2,003.04		\$50.00	\$1,800.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A7	Kiwanis Park	36	Cost Each Time Service is Provide d	\$125.00	\$4,500.00		\$204.00	\$7,344.00		\$63.16	\$2,273.76		\$125.00	\$4,500.00	
	A8	Minnie McDowell Park	36	Cost Each Time Service is Provide d	\$250.00	\$9,000.00		\$60.00	\$2,160.00		\$15.00	\$540.00		\$15.00	\$540.00	
	A9	Old Public Works Yard	24	Cost Each Time Service is Provide d	\$85.00	\$2,040.00		\$51.00	\$1,224.00		\$15.00	\$360.00		\$30.00	\$720.00	
	A1 0	(North Plaza) Old Safeway	36	Cost Each Time Service is Provide d	\$150.00	\$5,400.00		\$72.00	\$2,592.00		\$32.38	\$1,165.68		\$70.00	\$2,520.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A1 1	Pierce Park	36	Cost Each Time Service is Provide d	\$125.00	\$4,500.00		\$84.00	\$3,024.00		\$75.49	\$2,717.64		\$120.00	\$4,320.00	
	A1 2	Public Library	36	Cost Each Time Service is Provide d	\$350.00	\$12,600.00		\$102.00	\$3,672.00		\$27.83	\$1,001.88		\$165.00	\$5,940.00	
	A1 3	Public Works Yard	36	Cost Each Time Service is Provide d	\$325.00	\$11,700.00		\$102.00	\$3,672.00		\$88.78	\$3,196.08		\$125.00	\$4,500.00	
	A1 4	Railroad Museum and Tourism Center	36	Cost Each Time Service is Provide d	\$85.00	\$3,060.00		\$51.00	\$1,836.00		\$15.00	\$540.00		\$20.00	\$720.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A1 5	Roger Maise Park	36	Cost Each Time Service is Provide d	\$225.00	\$8,100.00		\$258.00	\$9,288.00		\$180.41	\$6,494.76		\$250.00	\$9,000.00	
	A1 6	ROW Triangular Section	24	Cost Each Time Service is Provide d	\$125.00	\$3,000.00		\$30.00	\$720.00		\$19.79	\$474.96		\$30.00	\$720.00	
	A1 7	Susie B. Garrett Park	36	Cost Each Time Service is Provide d	\$150.00	\$5,400.00		\$102.00	\$3,672.00		\$53.83	\$1,937.88		\$60.00	\$2,160.00	
	A1 8	Willie Love Park	36	Cost Each Time Service is Provide d	\$125.00	\$4,500.00		\$54.00	\$1,944.00		\$33.21	\$1,195.56		\$30.00	\$1,080.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	A19	Lions Park	36	Cost Each Time Service is Provided	\$250.00	\$9,000.00		\$715.00	\$25,740.00		\$405.35	\$14,592.60		\$1,400.00	\$50,400.00	
	A20	Veterans Park Memorial	36	Cost Each Time Service is Provided	\$225.00	\$8,100.00		\$250.00	\$9,000.00		\$95.99	\$3,455.64		\$75.00	\$2,700.00	
	A21	Veterans Park Soccer Commons / Trim	30	Cost Each Time Service is Provided	\$500.00	\$15,000.00		\$780.00	\$23,400.00		\$557.98	\$16,739.40		\$450.00	\$13,500.00	
	A22	Bluebonnet Park Baseball Commons / Trim	30	Cost Each Time Service is Provided	\$500.00	\$15,000.00		\$1,000.00	\$30,000.00		\$479.78	\$14,393.40		\$850.00	\$25,500.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A2 3	Rotary Park Class A	36	Cost Each Time Service is Provide d	\$250.00	\$9,000.00		\$203.58	\$7,328.88		\$111.55	\$4,015.80		\$300.00	\$10,800.0 0	
	A2 4	Public Safety Facility	36	Cost Each Time Service is Provide d	\$450.00	\$16,200.0 0		\$201.435	\$7,251.66		\$131.42	\$4,731.12		\$450.00	\$16,200.0 0	
	A2 5	Fire Station #2	36	Cost Each Time Service is Provide d	\$350.00	\$12,600.0 0		\$75.00	\$2,700.00		\$50.19	\$1,806.84		\$80.00	\$2,880.00	
	A2 6	Fire Station #3	36	Cost Each Time Service is Provide d	\$300.00	\$10,800.0 0		\$75.00	\$2,700.00		\$104.88	\$3,775.68		\$110.00	\$3,960.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group A - Downtown and East Parks					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provide d	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	A2 7	Baylor/Sherman Public Parking	36	Cost Each Time Service is Provide d	\$125.00	\$4,500.00		\$65.00	\$2,340.00		\$27.00	\$972.00		\$35.00	\$1,260.00	
Total						\$0.00			\$0.00			\$0.00			\$0.00	

CONTRACT GROUP B - WEST PARKS & WATER FACILITIES

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group B - West Parks & Water Facilities					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	B1	Hall / Lake Bardwell Dr Trigangle ROW	24	Cost Each Time Service is Provide d	\$85.00	\$2,040.00		\$65.00	\$1,560.00		\$64.02	\$1,536.48		\$55.00	\$1,320.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	B2	Rotary Park Class A	24	Cost Each Time Service is Provide d	\$250.00	\$6,000.00		\$1,151.15	\$27,627.60		\$1,142.76	\$27,426.24		\$700.00	\$16,800.00	
	B3	Lake Clark Park, Boat Ramp area, Kachina Prairie Trail	24	Cost Each Time Service is Provide d	\$1,250.00	\$30,000.00		\$594.00	\$14,256.00		\$329.48	\$7,907.52		\$900.00	\$21,600.00	
	B4	Lake Clark ROW 300 ft North and South from the ends of the bridge	24	Cost Each Time Service is Provide d	\$125.00	\$3,000.00		\$60.00	\$1,440.00		\$73.42	\$1,762.08		\$100.00	\$2,400.00	
	B5	Medians @ 2000 Block of Ensign Rd., W Lampasas St. (Jeter to 287), Medical Center Dr.	24	Cost Each Time Service is Provide d	\$125.00	\$3,000.00		\$300.00	\$7,200.00		\$59.26	\$1,422.24		\$150.00	\$3,600.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	B6	N. Jeter Drive ROW	24	Cost Each Time Service is Provide d	\$220.00	\$5,280.00		\$390.00	\$9,360.00		\$118.18	\$2,836.32		\$100.00	\$2,400.00	
	B7	Physicians Drive ROW Medical Center to Hwy 287	24	Cost Each Time Service is Provide d	\$220.00	\$5,280.00		\$270.00	\$6,480.00		\$118.84	\$2,852.16		\$250.00	\$6,000.00	
	B8	ROW Physicians Dr. to Lampasas	25	Cost Each Time Service is Provide d	\$125.00	\$3,125.00		\$480.00	\$12,000.00		\$153.11	\$3,827.75		\$150.00	\$3,750.00	
	B9	W. Lampasas ROW from Hall to Hwy 287 Bypass	24	Cost Each Time Service is Provide d	\$85.00	\$2,040.00		\$510.00	\$12,240.00		\$123.11	\$2,954.64		\$100.00	\$2,400.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	B1 0	Wastewater Treatment Plant	24	Cost Each Time Service is Provide d	\$350.00	\$8,400.00		\$600.00	\$14,400.0 0		\$468.32	\$11,239.6 8		\$1,250.0 0	\$30,000.0 0	
	B1 1	Water Tower #1 Corner Lake St. and Sherman St.	10	Cost Each Time Service is Provide d	\$85.00	\$850.00		\$102.00	\$1,020.00		\$126.00	\$1,260.00		\$70.00	\$700.00	
	B1 2	Water Tower #2	10	Cost Each Time Service is Provide d	\$85.00	\$850.00		\$102.00	\$1,020.00		\$195.66	\$1,956.60		\$50.00	\$500.00	
	B1 3	Water Treatment Plant	15	Cost Each Time Service is Provide d	\$225.00	\$3,375.00		\$960.00	\$14,400.0 0		\$885.22	\$13,278.3 0		\$1,000.0 0	\$15,000.0 0	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	B1 4	Airport Building Areas / Trim out	24	Cost Each Time Service is Provide d	\$1,400.0 0	\$33,600.0 0		\$102.00	\$2,448.00		\$196.20	\$4,708.80		\$400.00	\$9,600.00	
	B1 5	Veterans Park wildflower areas	24	Cost Each Time Service is Provide d	\$125.00	\$3,000.00		\$65.00	\$1,560.00		\$97.15	\$2,331.60		\$110.00	\$2,640.00	
	B1 6	Bluebonnet Park Pond & Pavilion Side	24	Cost Each Time Service is Provide d	\$126.00	\$3,024.00		\$444.90	\$10,677.6 0		\$391.78	\$9,402.72		\$550.00	\$13,200.0 0	
	B1 7	W. Ennis Ave from Yorkstown to Hall	24	Cost Each Time Service is Provide d	\$160.00	\$3,840.00		\$291.60	\$6,998.40		\$208.46	\$5,003.04		\$300.00	\$7,200.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group B - West Parks & Water Facilities					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	B1 8	Medians: Washington/Crisp ; S Shawnee/S Kaufman; S Paris/S Kaufman	24	Cost Each Time Service is Provide d	\$175.00	\$4,200.00		\$1,246.8 0	\$29,923.2 0		\$100.00	\$2,400.00		\$500.00	\$12,000.0 0	
	B1 9	EBF Parking/Under Pass corners	24	Cost Each Time Service is Provide d	\$130.00	\$3,120.00		\$300.00	\$7,200.00		\$19.70	\$472.80		\$35.00	\$840.00	
	B2 0	"Big Moore" Lot	24	Cost Each Time Service is Provide d	\$150.00	\$3,600.00		\$65.00	\$1,560.00		\$67.61	\$1,622.64		\$55.00	\$1,320.00	
Total						\$0.00			\$0.00			\$0.00			\$0.00	

CONTRACT GROUP C - RIGHT OF WAYS (ROW) & LARGE MOWER AREAS

Mow, Edge, Line Trim, Blow & Debris Removal Note: Row's should be considered approximately 15' or the property line on both sides of the road unless otherwise stated

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C1	1700 W Lampasas City owned property	10	Cost Each Time Service is Provide d	\$425.00	\$4,250.00		\$540.00	\$5,400.00		\$3,403.59	\$34,035.90		\$500.00	\$5,000.00	
	C2	300 W Moore & N Preston ROW 300 feet west from Preston	10	Cost Each Time Service is Provide d	\$3,500.00	\$35,000.00		\$82.50	\$825.00		\$65.00	\$650.00		\$500.00	\$5,000.00	
	C3	Airport 3000 Airport Rd & Hwy 287 including areas on north and south ends	10	Cost Each Time Service is Provide d	\$160.00	\$1,600.00		\$1,580.40	\$15,804.00		\$13,683.86	\$136,838.60		\$2,250.00	\$22,500.00	
	C4	Crisp Rd from Daffan to Sunridge	4	Cost Each Time Service is Provide d	\$85.00	\$340.00		\$75.00	\$300.00		\$44.11	\$176.44		\$400.00	\$1,600.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C5	Dunkerly 600 feet west from 1722	4	Cost Each Time Service is Provided	\$255.00	\$1,020.00		\$75.00	\$300.00		\$36.71	\$146.84		\$350.00	\$1,400.00	
	C6	E. Ennis Ave from Sunridge Rd to Sonoma Trail	4	Cost Each Time Service is Provided	\$170.00	\$680.00		\$120.00	\$480.00		\$62.56	\$250.24		\$500.00	\$2,000.00	
	C7	Ennis Parkway from W Ennis Ave to Hwy 287 Bypass	4	Cost Each Time Service is Provided	\$125.00	\$500.00		\$75.00	\$300.00		\$19.66	\$78.64		\$300.00	\$1,200.00	
	C8	Fallen Rd 1,500' east from I-45 Service Rd	4	Cost Each Time Service is Provided	\$170.00	\$680.00		\$75.00	\$300.00		\$53.63	\$214.52		\$500.00	\$2,000.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C9	Rotary Park Open Fields	10	Cost Each Time Service is Provide d	\$170.00	\$1,700.00		\$585.00	\$5,850.00		\$976.26	\$9,762.60		\$500.00	\$5,000.00	
	C1 0	Knighthurst Rd ROW from Creechville to National	4	Cost Each Time Service is Provide d	\$110.00	\$440.00		\$142.50	\$570.00		\$178.75	\$715.00		\$750.00	\$3,000.00	
	C1 1	Main NW from Baylor to Gilmer/SW Brown to Lampasas	4	Cost Each Time Service is Provide d	\$210.00	\$840.00		\$273.00	\$1,092.00		\$146.58	\$586.32		\$750.00	\$3,000.00	
	C1 2	Old Boyce Rd. 1,000 feet north from Hwy 287	4	Cost Each Time Service is Provide d	\$120.00	\$480.00		\$75.00	\$300.00		\$168.75	\$675.00		\$450.00	\$1,800.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C1 3	Old Boyce Rd. 1,950 feet south from Hwy 287	4	Cost Each Time Service is Provide d	\$170.00	\$680.00		\$75.00	\$300.00		\$99.21	\$396.84		\$750.00	\$3,000.00	
	C1 4	Old Cooke Rd. 1,300 feet north from Hwy 287	4	Cost Each Time Service is Provide d	\$170.00	\$680.00		\$75.00	\$300.00		\$225.00	\$900.00		\$475.00	\$1,900.00	
	C1 5	Old Waxahachie Rd. 1,500 feet south from Hwy 287	4	Cost Each Time Service is Provide d	\$85.00	\$340.00		\$75.00	\$300.00		\$151.94	\$607.76		\$500.00	\$2,000.00	
	C1 6	Prachyl 1,300 feet east from 1722	4	Cost Each Time Service is Provide d	\$190.00	\$760.00		\$75.00	\$300.00		\$169.81	\$679.24		\$450.00	\$1,800.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C1 7	ROW 300 feet south from Lake Bardwell Dr.	4	Cost Each Time Service is Provide d	\$500.00	\$2,000.00		\$75.00	\$300.00		\$65.00	\$260.00		\$450.00	\$1,800.00	
	C1 8	S. Jeter Drive ROW from W. Ennis Ave to Lampasas	4	Cost Each Time Service is Provide d	\$255.00	\$1,020.00		\$130.50	\$522.00		\$155.51	\$622.04		\$500.00	\$2,000.00	
	C1 9	Sonoma Trail from Hill Ln to Dolfie Ln	4	Cost Each Time Service is Provide d	\$190.00	\$760.00		\$75.00	\$300.00		\$131.20	\$524.80		\$500.00	\$2,000.00	
	C2 0	Valek Rd. 1,000 feet east from I-45 Service Rd.	4	Cost Each Time Service is Provide d	\$550.00	\$2,200.00		\$75.00	\$300.00		\$168.75	\$675.00		\$500.00	\$2,000.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C2 1	Public Safety Facility Open Field	10	Cost Each Time Service is Provide d	\$170.00	\$1,700.00		\$784.20	\$7,842.00		\$2,094.52	\$20,945.20		\$400.00	\$4,000.00	
	C2 2	Meadowveiw Nature Area	4	Cost Each Time Service is Provide d	\$395.00	\$1,580.00		\$1,975.8 0	\$7,903.20		\$6,638.57	\$26,554.28		\$750.00	\$3,000.00	
	C2 3	Bluebonnet Park Meadow	10	Cost Each Time Service is Provide d	\$160.00	\$1,600.00		\$284.40	\$2,844.00		\$954.07	\$9,540.70		\$350.00	\$3,500.00	
	C2 4	III Cardinals Park (Undeveloped)	10	Cost Each Time Service is Provide d	\$395.00	\$3,950.00		\$310.20	\$3,102.00		\$204.31	\$2,043.10		\$450.00	\$4,500.00	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group C - Right of Ways (ROW) & Large Mower Areas					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selecte d	ID #	Site Name	Annual Frequenc y	Unit of Measur e Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t	Cost Each Time Service is Provided	Total	Expected Mowing Equipmen t
	C25	Stonewyke Park (Undeveloped)	10	Cost Each Time Service is Provide d	\$150.00	\$1,500.00		\$272.40	\$2,724.00		\$887.51	\$8,875.10		\$350.00	\$3,500.00	
Total						\$0.00			\$0.00			\$0.00			\$0.00	

CONTRACT GROUP D – SLOPES AND INTERSTATE RIGHT OF WAYS

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group D – Slopes and Interstate Right of Ways					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	D1	Disk Golf Course & Lake Clark Dam	15	Cost Each Time Service is Provided	\$350.00	\$5,250.00		\$114.00	\$1,710.00		\$1,110.85	\$16,662.75		No Bid	No Bid	
	D2	Overpass I-45 @ Creechville Rd.	15	Cost Each Time Service is Provided	\$250.00	\$3,750.00		\$180.00	\$2,700.00		\$306.80	\$4,602.00		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group D – Slopes and Interstate Right of Ways					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	D3	Overpass I-45 @ Crisp Rd.	15	Cost Each Time Service is Provided	\$250.00	\$3,750.00		\$180.00	\$2,700.00		\$274.95	\$4,124.25		No Bid	No Bid	
	D4	Overpass I-45 @ Hwy 34/Ennis Ave	15	Cost Each Time Service is Provided	\$170.00	\$2,550.00		\$114.00	\$1,710.00		\$341.25	\$5,118.75		No Bid	No Bid	
	D5	Overpass I-45 @ Hwy 85	15	Cost Each Time Service is Provided	\$250.00	\$3,750.00		\$114.00	\$1,710.00		\$377.65	\$5,664.75		No Bid	No Bid	
	D6	Overpass I-45 @ Kaufman St.	15	Cost Each Time Service is Provided	\$326.00	\$4,890.00		\$240.00	\$3,600.00		\$606.45	\$9,096.75		No Bid	No Bid	
	D7	Jeter Drainage Ditch	10	Cost Each Time Service is Provided	\$255.00	\$2,550.00		\$65.00	\$650.00		\$90.00	\$900.00		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group D – Slopes and Interstate Right of Ways					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	D8	Tenison/Sleepy Hollow Drainage	10	Cost Each Time Service is Provided	\$340.00	\$3,400.00		\$426.00	\$4,260.00		\$326.00	\$3,260.00		No Bid	No Bid	
Total						\$0.00			\$0.00			\$0.00			\$0.00	

CONTRACT GROUP E ADDITIONAL SITES – (NOT REQUIRED TO BID ALL OR FOR CONTRACT AWARD)

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group E Additional Sites – (Not required to bid all or for contract award)					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	E1	Arnold St. from Mayfair Dr. to 45	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E2	Brombeck	3	Cost Each Time Service is Provided	\$100.00	\$300.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E3	Christian Rd.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group E Additional Sites – (Not required to bid all or for contract award)					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	E4	IOOF Rd.	3	Cost Each Time Service is Provided	\$210.00	\$630.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E5	Lakeview Dr.	3	Cost Each Time Service is Provided	\$100.00	\$300.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E6	Laneview Dr.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E7	Marble Dr.	3	Cost Each Time Service is Provided	\$150.00	\$450.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E8	Nasuda Rd.	3	Cost Each Time Service is Provided	\$150.00	\$450.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E9	Observation Dr.	3	Cost Each Time Service is Provided	\$210.00	\$630.00		\$114.00	\$342.00		No Bid	No Bid		No Bid	No Bid	
	E10	Old Bardwell Rd.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group E Additional Sites – (Not required to bid all or for contract award)					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
	E11	Old Boyce Rd.	3	Cost Each Time Service is Provided	\$190.00	\$570.00		\$114.00	\$342.00		No Bid	No Bid		No Bid	No Bid	
	E12	Old Church Rd.	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E13	Railroad Line (additional)	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$378.00	\$1,134.00		No Bid	No Bid		No Bid	No Bid	
	E14	Sleepy Hollow	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E15	Village Rd.	3	Cost Each Time Service is Provided	\$150.00	\$450.00		\$78.00	\$234.00		No Bid	No Bid		No Bid	No Bid	
	E16	Wadley Rd	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$77.00	\$231.00		No Bid	No Bid		No Bid	No Bid	
	E17	Ennis Parkway	3	Cost Each Time Service is Provided	\$170.00	\$510.00		\$114.00	\$342.00		No Bid	No Bid		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group E Additional Sites – (Not required to bid all or for contract award)					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
Total						\$0.00			\$0.00			\$0.00			\$0.00	

CONTRACT GROUP F – UTILITY EASMENTS

Mow, Edge, Line Trim, Blow & Debris Removal

Contract Group F – Utility Easments					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
X	F1	Bucees Gravity Line to Sonoma Lift Station	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$684.00	\$1,368.00		\$1,368.00	\$2,736.00		No Bid	No Bid	
X	F2	Cooke Rd Water Line Easement	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$65.00	\$130.00		\$112.80	\$225.60		No Bid	No Bid	
X	F3	48in Trunk Line Hwy 34 to Sewer Plant	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$552.00	\$1,104.00		\$1,104.00	\$2,208.00		No Bid	No Bid	

EXECUTIVE SUMMARY
ITB No. 25-512-15
Mowing

Contract Group F – Utility Easements					AW&D Construction and Maintenance Services LLC			Earthworks Landscape and Maintenance LLC			NTSM, LLC			Texas Pride Lawn LLC		
Selected	ID #	Site Name	Annual Frequency	Unit of Measure Column Name	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment	Cost Each Time Service is Provided	Total	Expected Mowing Equipment
X	F4	Liska Lift Station Gravity Line	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$81.60	\$163.20		\$163.20	\$326.40		No Bid	No Bid	
X	F5	Fresh Pet force Main Easement	2	Cost Each Time Service is Provided	\$250.00	\$500.00		\$492.00	\$984.00		\$984.00	\$1,968.00		No Bid	No Bid	
Total						\$2,500.00			\$3,749.20			\$7,464.00			No Bid	



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AWARDED CONTRACTS FOR BID NO. 25-512-15 TO NTSM, LLC; EARTHWORKS LANDSCAPE AND MAINTENANCE, LLC; AND AW&D CONSTRUCTION AND MAINTENANCE SERVICES, LLC; FOR A TOTAL BID AWARD AMOUNT OF \$291,000 FOR FY2026 MOWING SERVICES FOR CITY OF ENNIS OWNED PROPERTIES; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas solicited sealed bids through Invitation to Bid (ITB) No. 25-512-15 for mowing services for various City-owned properties; and

WHEREAS, the solicitation allowed for multiple awards to ensure the best value for the City; and

WHEREAS, City staff recommends awarding contracts to NTSM, LLC; Earthworks Landscape and Maintenance, LLC; and AW&D Construction and Maintenance Services, LLC as the most responsive and responsible bidders;

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

SECTION 1: The City Commission hereby awards ITB No. 25-512-15 "Mowing" to NTSM, LLC; Earthworks Landscape and Maintenance, LLC; and AW&D Construction and Maintenance Services, LLC in accordance with the bid documents and pricing submitted.

SECTION 2: The Mayor is authorized to execute all necessary agreements, purchase orders, and other documents required to implement these awards.

SECTION 3: This resolution shall become effective from and after its date of adoption.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of August, 2025.

E.5.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

On July 28, 2025, the Planning and Zoning Commission held a public hearing and considered a zoning change for an approximately 1.763 acre lot, tract or parcel of land generally located in the 900 through 1000-Block of South Interstate Highway 45 between the frontage road and Oakhill Estates subdivision, portion of Ellis CAD ID 186298.

The Planning and Zoning Commission voted against the zoning change: 0 in favor, 6 against.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

The Planning and Zoning Commission recommend denial.

ALTERNATIVES:

N/A

ATTACHMENTS:

[ZAXA-25-4 Zoning Narrative](#)

[ZAXA-25-4 Zoning Exhibit](#)

[ZAXA-25-4 Current and Proposed Zoning](#)

[ZAXA-25-4 Site Plan](#)

[ZAXA-25-4 Memorandum Buffer](#)

F.1.

[ZAXA-25-4 SPO Responses](#)

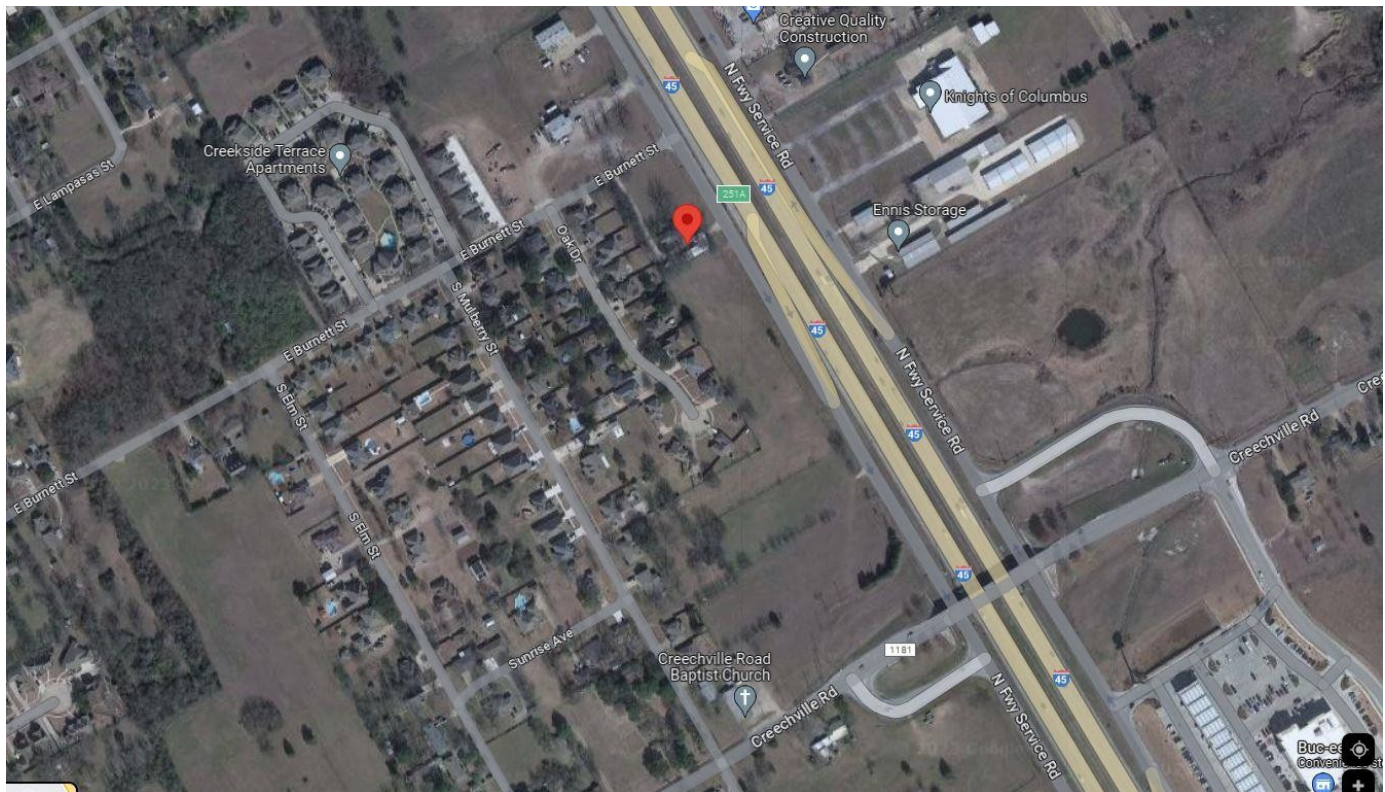
[ZAXA-25-4 PPT Slides](#)

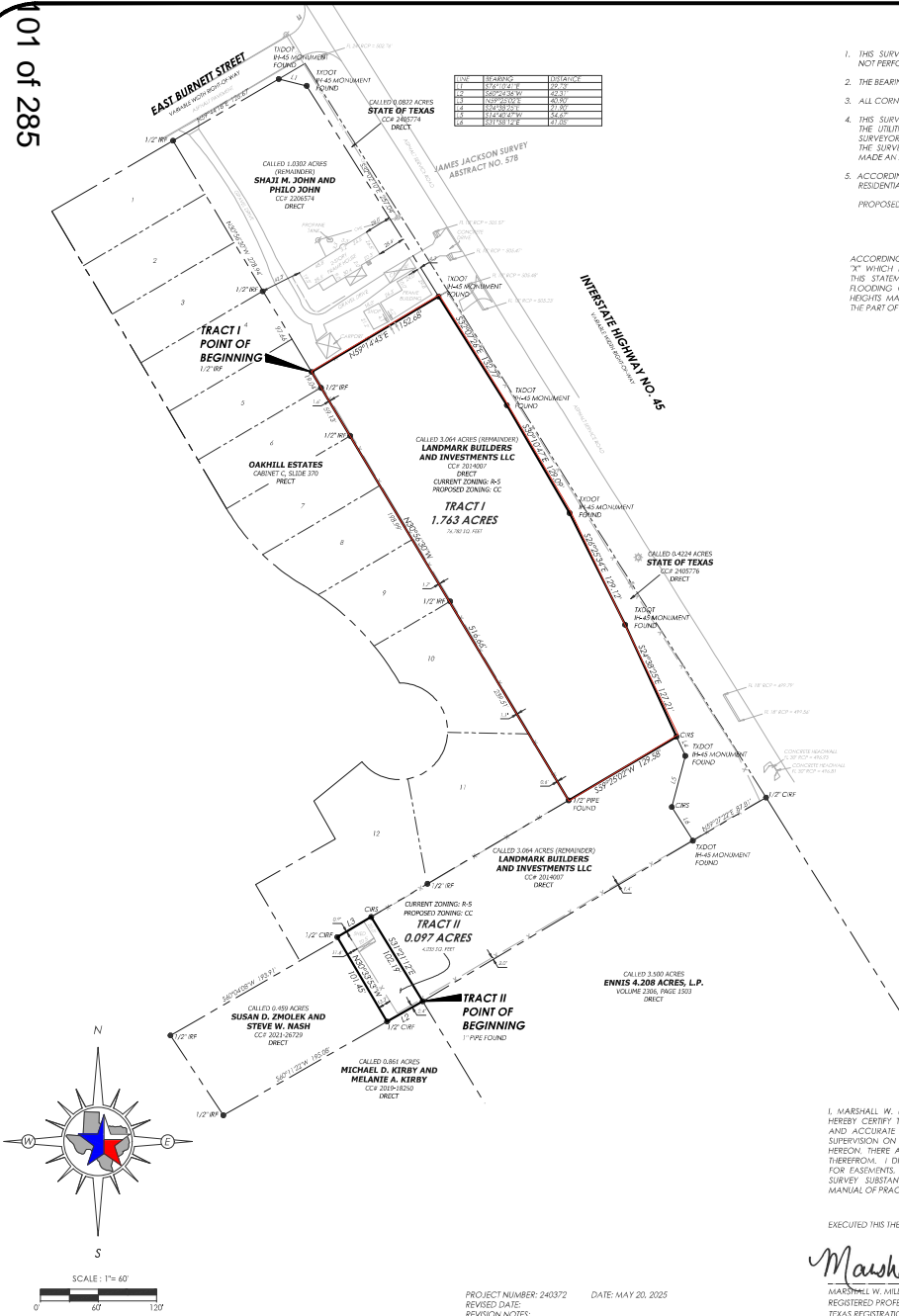
[ORDINANCE NO.-Conduct a Public Hearing to discuss and consider a request for a zoning change from Single-Family Residential-5 \(R-5\) to Corridor Commer - Pdf](#)

[OpenGov ZAXA-25-4 Applicant 1.763 acres](#)

ZONING REQUEST NARRATIVE

We are applying for re-zoning of a 2.66 acres parcel of land (Property Id 186298) located along IH-45 frontage road in Ennis, Texas. The zoning is being requested to allow of conversion of the current residential zoning site to Commercial Corridor (CC). The rezoning would tie into the goals of the UDO, Section 4.3.4. The intention of the CC zoning (per the UDO) is to provide uses that are subject to frequent view by the public given their location along major regional arterials such as Business 287 (Ennis Avenue) and IH-45, and they should provide an attractive appearance with landscaping, well-designed and appropriately located parking, and controlled traffic movement. The proposed site meets this criterion and would allow for development of a retail center along the interstate highway in lieu of currently zoned residential. In addition, both a portion of the site and the adjacent properties on either side are zoned CC with the exception of the existing subdivision located at the rear on the site. Based on the current zoning maps a portion of this site is already zoned CC. We are simply requesting the two remaining portions of the site be rezoned to CC as well.





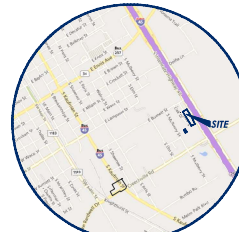
GENERAL NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF THE COMMITMENT FOR TITLE INSURANCE. THIS SURVEYOR HAS NOT PERFORMED ANY RESEARCH IN REGARDS TO EASEMENTS AFFECTING THE PROPERTY.
2. THE BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202
3. ALL CORNERS CALLED CIRS ARE 5/8 INCH CAPPED IRON RODS SET STAMPED LONESTAR RPL5888Z.
4. THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES OR OTHER BURIED FEATURES, BUT HAS MADE AN ATTEMPT TO LOCATE THOSE VISIBLE OR INDICATED AS ACCURATELY AS POSSIBLE.
5. ACCORDING TO THE CITY OF ENNIS ZONING MAP THE SUBJECT PROPERTY IS CURRENTLY ZONED R-S (SINGLE FAMILY RESIDENTIAL S).

PROPOSED ZONING: CC

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48130C388F, DATED JUNE 3, 2013, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



METES AND BOUNDS DESCRIPTION

TRACT I

BEING A 1.763 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, RESPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE WESTERMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE SOUTHERNMOST CORNER OF A CALLED 1.0302 ACRE TRACT OF LAND DESCRIBED BY DEED TO SHAI J. JOHN AND PHILO JOHN, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2206574, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ON THE NORTHEAST LINE OF LOT 5, OAKHILL ESTATES, AN ADDITION TO THE CITY OF ENNIS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PLAT RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE WESTERMOST CORNER OF SAID CALLED 1.0302 ACRE TRACT BEARS NORTH 30 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 278.94 FEET;

THENCE SOUTH 59 DEGREES 14 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID CALLED 1.0302 ACRE TRACT, A DISTANCE OF 152.68 FEET, TO A TIDOT #4-45 MONUMENT FOUND AT THE SOUTHWEST CORNER OF A CALLED 0.0802 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2405574, DEED RECORDS, ELLIS COUNTY, TEXAS, SAME BEING THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 45, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE SOUTHERLY, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 45, BEING THE SOUTHWEST LINE OF SAID CALLED 0.0802 ACRE TRACT AND A CALLED 0.4224 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2405574, DEED RECORDS, ELLIS COUNTY, TEXAS, THE FOLLOWING CALLS:

SOUTH 32 DEGREES 07 MINUTES 26 SECONDS EAST, A DISTANCE OF 132.77 FEET, TO A TIDOT #4-45 MONUMENT FOUND;

SOUTH 32 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.09 FEET, TO A TIDOT #4-45 MONUMENT FOUND;

SOUTH 26 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 129.12 FEET, TO A TIDOT #4-45 MONUMENT FOUND;

SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 127.21 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED LONESTAR 6888Z, FROM WHICH A TIDOT #4-45 MONUMENT FOUND BEARS SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 21.90 FEET;

THENCE SOUTH 59 DEGREES 25 MINUTES 02 SECONDS WEST, DEPARTING SAID SOUTHWEST RIGHT-OF-WAY LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 129.58 FEET, TO A 1/2" PIPE FOUND AT AN ELI CORNER IN THE WEST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF LOT 11, OAKHILL ESTATES, AN ADDITION TO THE CITY OF ENNIS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PLAT RECORDS, ELLIS COUNTY, TEXAS;

THENCE NORTH 30 DEGREES 36 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID OAKHILL ESTATES, AT A DISTANCE OF 499.40 FEET, PASSING A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 1, AT A DISTANCE OF 497.62 FEET, PASSING A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 8, AND CONTINUING IN ALL 516.66 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 1.763 ACRES OR 76,782 SQUARE FEET OF LAND, MORE OR LESS.

TRACT II

BEING A 0.097 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, RESPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" PIPE FOUND AT AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE WESTERMOST CORNER OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO ENNIS 4.208 ACRES, L.P., RECORDED IN VOLUME 2306, PAGE 1503, SAME BEING THE NORTHERNMOST CORNER OF A CALLED 0.861 ACRE TRACT OF LAND DESCRIBED BY DEED TO MICHAEL D. KIRBY AND MELANIE A. KIRBY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014-18250, DEED RECORDS, ELLIS COUNTY, TEXAS;

THENCE SOUTH 40 DEGREES 24 MINUTES 36 SECONDS WEST, CONTINUING ALONG SAID SOUTHEAST LINE, BEING COMMON WITH THE NORTHEAST LINE OF SAID CALLED 0.861 ACRE TRACT, A DISTANCE OF 42.31 FEET, TO A 1/2" CAPPED IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF A CALLED 0.459 ACRE TRACT OF LAND DESCRIBED BY DEED TO SUSAN D. JOKLEY AND STEVE W. NASH, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2021-26729, DEED RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 40 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 195.08 FEET;

THENCE NORTH 30 DEGREES 33 MINUTES 53 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID CALLED 0.459 ACRE TRACT, A DISTANCE OF 101.45 FEET, TO A 1/2" CAPPED IRON ROD FOUND WESTERMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE NORTHERNMOST CORNER OF SAID CALLED 0.459 ACRE TRACT, AND BEING ON THE SOUTHWEST LINE OF LOT 12, SAID OAKHILL ESTATES, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 40 DEGREES 08 SECONDS WEST, A DISTANCE OF 193.71 FEET;

THENCE NORTH 59 DEGREES 25 MINUTES 02 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG A NORTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE SOUTHEAST LINE OF SAID OAKHILL ESTATES, A DISTANCE OF 40.90 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED LONESTAR 6888Z, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE NORTH 59 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 47.54 FEET;

THENCE SOUTH 31 DEGREES 21 MINUTES 12 SECONDS EAST, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 102.19 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.097 ACRES OR 4,235 SQUARE FEET OF LAND, MORE OR LESS.

BOUNDARY SURVEY OF
TWO TRACTS OF LAND TOTALING
1.860 ACRES OF LAND
LOCATED IN THE JAMES JACKSON SURVEY,
ABSTRACT NO. 578, CITY OF ENNIS, ELLIS
COUNTY, TEXAS



-LONESTAR-
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
3521 SW WILSHIRE BLVD.,
JOSHUA, TX 76058
817-935-8701
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

SURVEYOR'S CERTIFICATION

I, MARSHALL W. MILLER, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 6882, STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED FROM THE PUBLIC RECORDS, AND FROM AN ACTUAL AND ACCURATE SURVEY OF THE PROPERTY PERFORMED ON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON MAY 4, 2024. THE VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON, EXCEPT AS SHOWN HEREON. THERE ARE NO APPARENT ENCROACHMENTS ONTO THE PROPERTY OR APPARENT PROTRUSIONS THEREFROM. I DID NOT ABSTRACT THE TITLE TO THIS PROPERTY, NOR DID I SEARCH THE PUBLIC RECORDS FOR EASEMENTS, ADVERSE CLAIMS, OR OTHER ENCUMBRANCES THAT MIGHT AFFECT THIS PROPERTY. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

EXECUTED THIS 20TH DAY OF MAY, 2025.

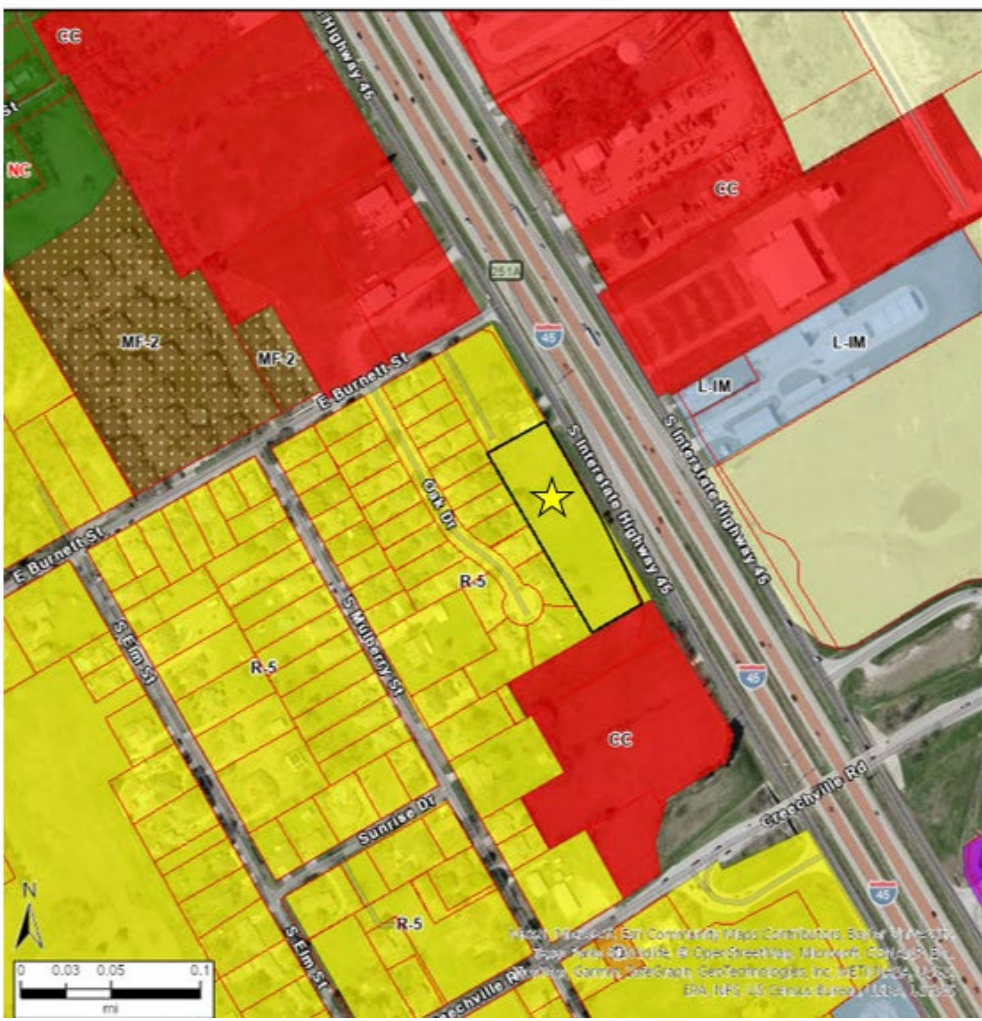
Marshall Miller
MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6882



PROJECT NUMBER: 240372 DATE: MAY 20, 2025
REVISED DATE:
REVISION NOTES:

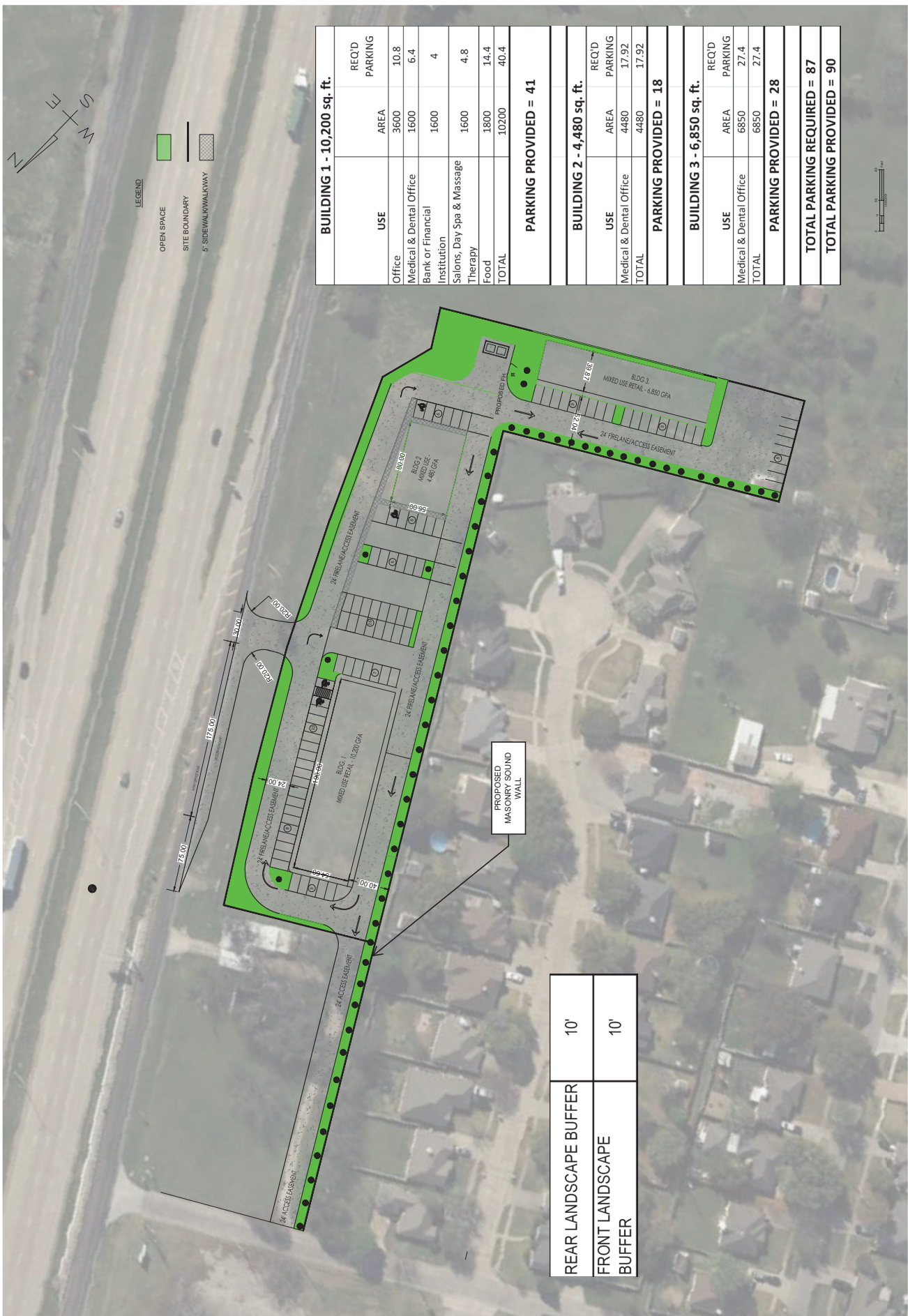
SHEET 1 OF 1

Current Zoning



Proposed Zoning







**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: AUGUST 19, 2025

**TO: CITY MANAGER
CITY COMMISSION**

FROM: PLANNING DEPARTMENT STAFF

RE: ZONING CHANGE – PLANNING CASE NO. ZAXA-25-4

Notification to Property Owners:

Out of **twenty (20)** property owner notifications, **TWO (2)** were filed with an **"IN FAVOR OF"** vote and **TWELVE (12)** **"IN PROTEST AGAINST"** vote filed.

In accordance with the Ennis Unified Development Ordinance, Article 3, Sec. 3.3.1 (8) and Texas Local Government Code, Chapter 211, Sec. 211.006 (d), when protests contain the signature of the owner or the owners of 20% or more of: (1) of the total area of the land included within the boundaries of the proposed change, or (2) of the total area of land outside the boundaries of the proposed change but immediately adjoining and within 200 feet of any point of the land proposed to be changed; then a three-fourths (3/4) favorable vote of all City Commission members will be required for approval.

The total area of land **(82,533.94 square feet)** of those against the proposed zoning change reaches **20.70%** and therefore, this case **DOES** require a three-fourths (3/4) favorable vote of all City Commission members in order to be approved.

Jorge Barake

Jorge Barake | City Planner

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

City of Ennis
Inspection Services
Received

PID No. 186295

JUL 18 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025.**

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;"> IN FAVOR OF</p> <p style="text-align: center;"></p> <p>Signature _____</p>	<p style="text-align: center;">_____ IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p>Print Name _____</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Signature _____</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

JOHN SHAJI M & PHILO
1211 Canyon Lk
Grapevine TX 76051-1121

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

City of Ennis
Inspection Services
Received

PID No. 186298

JUL 18 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

<div style="text-align: center;"> IN FAVOR OF </div> <div style="text-align: center; margin-top: 20px;"> </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> Signature </div>	<div style="text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> IN PROTEST AGAINST </div> <p style="font-size: small;">I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <div style="margin-top: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> Print Name </div> <div style="margin-top: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> Signature </div> <div style="margin-top: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> Print Name </div> <div style="margin-top: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> Signature </div>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

**LANDMARK BUILDERS & INVESTMENTS LLC
1211 CANYON LAKE
GRAPEVINE TX 76051**

Inspection Services
Received

JUL 23 2025

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4
PID No. 200482

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on Monday, July 28, 2025 at 6:00 PM and the City Commission on Tuesday, August 19, 2025 at 6:00PM in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.783-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.
P&Z Case No.: ZAXA-25-4
Owner: Landmark Builders & Investments, LLC
Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is 12:00 Noon on July 23, 2025.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

I would prefer that the parcel remain as a residential zone.

<p><u> </u> IN FAVOR OF</p> <p>Signature _____</p>	<p><u>10</u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Benjamin T Tanner</u> Print Name</p> <p><u>[Signature]</u> Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

TANNER BENJAMIN T & MELANIE P
1003 Oak Dr
Ennis TX 75119-0837

F.1.

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

PID No. 200484

City of Ennis
Inspection Services
Received

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

See additional sheet.

<p><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p><input checked="" type="checkbox"/> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Brenda Wickliffe</u> Print Name</p> <p><u>Brenda Wickliffe</u> Signature</p> <p><u>Gary Wickliffe</u> Print Name</p> <p><u>Gary Wickliffe</u> Signature</p>
--	--

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

OR

E-MAIL TO
jbarake@ennistx.gov

WICKLIFFE GARY & BRENDA
1001 OAK DR
ENNIS TX 75119-0837

ZAXA - 25-4

JUL 15 2025

Listed below are reasons for not re-zoning to Commercial Corridor

1. Garbage odor
2. Additional traffic:
Maybe difficult to turn onto East Burnett St. Oak Dr is a dead end street, so there is only one way in and out of the street.
Also potential for more wrong way driving on the I-45 service road.
3. Privacy:
Possible lack of privacy if multi story structure is built, people in the building will possibly be able to see in backyards.
If security cameras are installed, those could be recording in back yards.
4. Safety concerns:
Potential for the homeless to settle behind buildings.
Drug and alcohol related activity can occur behind buildings.
With increased traffic there is a higher possibility of traffic accidents.
5. Noise and Light Pollution.
6. Residential Property value may go down.

F.1.

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

PID No. 200486

City of Ennis
Inspection Services
Received

JUL 21 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for **ZONING CHANGE** from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

See attached letter for comments.

<p><u> </u> IN FAVOR OF</p> <p>Signature _____</p>	<p><u> X </u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Matthew Stubbs</u> Print Name</p> <p><u>[Signature]</u> Signature</p> <p><u>Erica Stubbs</u> Print Name</p> <p><u>[Signature]</u> Signature</p>
--	---

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

OR

E-MAIL TO
jbarake@ennistx.gov

STUBBS ERICA J & MATTHEW S
902 OAK DR
ENNIS TX 75119-0641

Protest Against P&Z Case No.: ZAXA-25-4,
Matthew and Erica Stubbs
902 Oak Drive, Ennis, TX 75119

To the City of Ennis City Commision, Planning and Zoning Commission and all applicable members of the City of Ennis Staff:

Re: Notice of Protest Against P&Z Case No.: ZAXA-25-4

My name is Matthew Stubbs. My wife Erica Stubbs and I reside at 902 Oak Drive, Ennis, TX 75119, as we have since the end of 2008. I am writing you this letter to submit our protest against the rezoning of a 1.763-acre tract of land situated in the James Jackson Survey, Abstract no.578, City of Ennis, Ellis County, Texas, that is generally located in the 900 through 1000-block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision, portion of Ellis CAD ID 186298, P&Z Case No.: ZAXA-25-4.

The following letter outlines the reasons why this rezoning request should be denied. Though before I get to that I would like to let you know about more about us. We moved to Ennis in 2008 looking for an escape from the hustle and bustle of the DFW metroplex. We found that escape in Ennis at our home on 902 Oak Drive. We love our home and have no intention of moving from it anytime soon if ever. We have lived here for 16 plus years, which is the longest tenured place either of us have called home in our lives and practically the only place we have lived as a married couple. It is our family home and is one that is very important to us. We love Ennis and feel very passionately about our community. I myself have had the honor of being a member of the City of Ennis Parks & Recreation Board since 2017. As such, I get the opportunity to give back to the community I love, using my skills as a Licensed Landscape Architect and Land Planner to improve our Parks system throughout Ennis. Erica is also City of Ennis employee. As you can see, we have grown roots in the community that we love.

Why Corridor commercial is a bad idea:

Now that you know more about us, let's return to reasons why this rezoning request should be denied. First let's discuss the reasons why Corridor Commercial would be detrimental to the single-family homes that this property is adjacent to. One main reason is some of the concerning possible uses Corridor Commercial zoning would allow by right and those are as follows:

- RV Park (With Special Use Permit)
- Civic, social, philanthropic or fraternal organizations (for example private clubs where drinking alcohol is common)
- Funeral Homes and services (with or without cremation services)
- Courts (local, state, and federal)

Protest Against P&Z Case No.: ZAXA-25-4,
Matthew and Erica Stubbs
902 Oak Drive, Ennis, TX 75119

- Kennels, commercial
- Pet and animal related Sales and services
- Any animal related service with outdoor pen or runs (With Special Use Permit)
- Motor Vehicle Sales, new
- Motor vehicle sales, used (With Special Use Permit)
- Large vehicle sales and service (With Special Use Permit)
- Special Vehicle sales, new (With Special Use Permit)
- Auto repair and service, minor
- Auto repair and service, major
- Car and truck wash
- Any retail use with gasoline sales pumps
- Convenience store (includes beer and wine sales as accessory use)
- Beer and wine sales (With Special Use Permit)
- Firearm sales
- Pawn shop
- Used goods sales
- Specialty retail and paraphernalia sales (With Special Use Permit) (the only use category that this is possible in the entire city)
- Any retail sales use with outdoor storage
- Any retail sales use with drive-thru facilities
- Alternative finance institution (With Special Use Permit) (With Special Use Permit) (the only use category that this is possible in the entire city)
- Car Rental
- RV, trailers and truck rental (With Special Use Permit)
- Commercial and industrial machinery leasing and rental (With Special Use Permit)
- Restaurant with take-out or delivery only
- Any food and beverage establishment with drive-thru facility
- Limited Service Hotels / Motels
- Full-service hotels
- Bail bond service (With Special Use Permit) (the only use category that this is possible in the entire city)
- Tattoo parlor or piercing studio (With Special Use Permit) (the only use category that this is possible in the entire city)
- Banquet or meeting facility
- Bowling, billiards, pool, bingo, etc.

Protest Against P&Z Case No.: ZAXA-25-4,
 Matthew and Erica Stubbs
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- Indoor amusement establishment
- Shooting club (indoor)
- Theater (movie, music, drama, or dance)
- Outdoor amusement establishment
- Shooting Club (outdoor)
- Miniature golf establishment
- Surface Parking Lots
- Other local, regional, intercity transportation uses (public and commercial)
- Taxi and limosine service

As you can see this is an extensive list which does not include everything but only that which is concerning next to a single-family home. Granted some do require special use permits, but they would be possible when they currently are not allowed in any circumstances. While I don't have fundamental disagreements with the majority of these use types occurring in the city, they should not be next to a single-family home, mainly because they bring with them the unintended consequences such as but not limited to: noise, bright lights and uses that could be operating 24 hours a day. None of those are appropriate next to a quiet single-family neighborhood where people are raising their children, which is what we have on Oak Drive.

Speculative zoning:

Next, this rezoning request is nothing more than speculative rezoning, meaning that the owner has no interest in bringing forth the development they are proposing but are simply trying to increase their entitlements of their property in order to sell the property for an increased profit. The property was in fact posted for sale as recently as last year. The owners are not local residents and based on their proposed concept plan have no interest in bringing development that would substantially improve Ennis. The owners were also recently denied another rezoning request by City Commision. The purpose of a rezoning request such as this one should only be approved if it will be adding value for the residents. This rezoning located immediately adjacent to established single family residential would do nothing of the sort as I will elaborate on later.

Inadequate lot depth:

Moving on to the property itself, as a Landscape Architect and Land Planner, this property does not have sufficient depth for meaningful commercial use due to the required setbacks and the property being only 152 feet deep at it's deepest. A good minimum depth for a commercial property is 200 feet or greater when abutting single family residential with

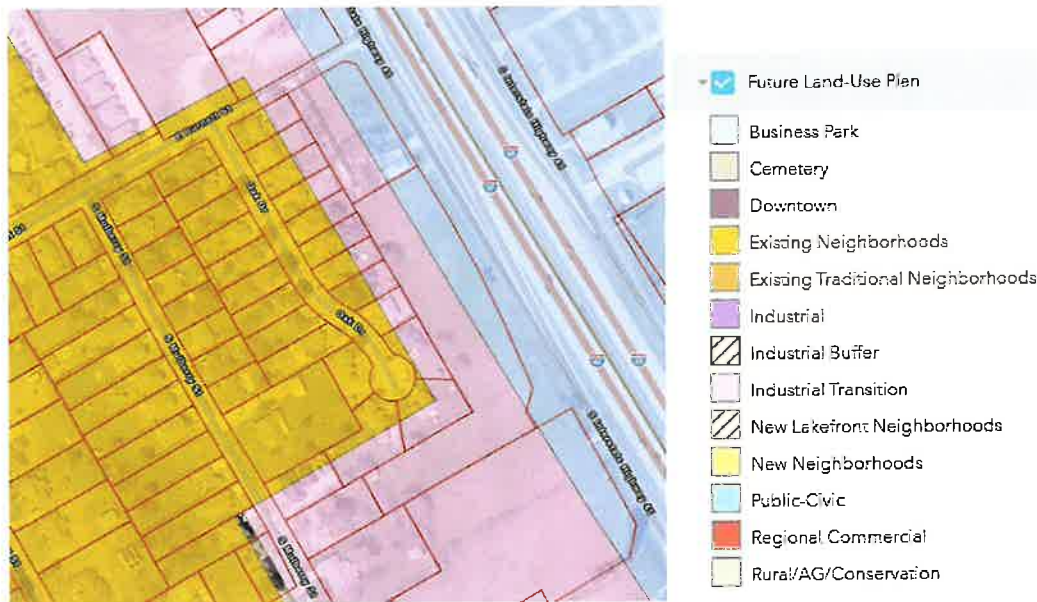
Protest Against P&Z Case No.: ZAXA-25-4,
Matthew and Erica Stubbs
902 Oak Drive, Ennis, TX 75119

a preferred depth of 250'. This allows adequate space for vehicular circulation, required parking and leaving enough available land to construct a meaningful commercial building that would be of actual benefit to Ennis Residents. That depth also allows for the property to exceed the minimums when it comes to screening from single-family homes. As a professional that assists developers with evaluating properties for purchase and development, I would not recommend a client of mine to purchase this property or look at any development for this property beyond what it is currently zoned for which is single-family or at the very most duplexes. Also, it should be noted that the concept plan provided by the applicant is not to listed scale on the drawing, therefore nothing on it can be taken as accurate since none of the provided dimensions can be verified.

Future Land Use Plan:

I have heard counter arguments to why this rezoning should be allowed and that is the Future Land Use Plan and its designation for this property. However, when examining the Future Land Use Plan for this property, I feel that whoever created the Future Land Use Plan was not paying very close attention to this property or this section of the City. For example, it doesn't even acknowledge the property lines of this property and subdivides it into two uses, Business Park and Industrial Transition, nor does it acknowledge the property lines of the single-family homes, showing portions of them to also be in Industrial transition including the backyard of our home. It is clear that not much care or thought was put into this portion of the Future Land Use Plan, and it is simply just offsetting lines for land uses with no interest in how those uses could impact existing homeowners. I would also like remind you that a Future Land Use Plan is nothing more than guidelines for the future of the city and are in no way to be viewed as set in stone ordinances. In fact, many cities' Future Land Use Plans are text documents that don't include maps.

Protest Against P&Z Case No.: ZAXA-25-4,
 Matthew and Erica Stubbs
 902 Oak Drive, Ennis, TX 75119



Need for housing not more commercial development:

Regarding the current zoned use of the property, all I hear is how Ennis is short of housing and that new housing can't be built fast enough. There is plenty of Commercial lease space available throughout the city, much of which sits vacant. For example, there is a Corridor Commercial building on Dolfie Lane next to Tractor Supply and to my knowledge that building has never been fully leased at any time since its construction sometime around 2008 when we moved to Ennis. Simply put, Ennis is not so desperate for commercial space that we should be rezoning single-family property to commercial of any kind. We need more housing, particularly single-family homes. I have attached a concept plan showing how a R-5 lot layout of single-family homes would work for this property. This design while somewhat unorthodox due to the configuration and location of the property, does meet the requirements of UDO. This concept shows how this property owner could easily add eight additional rooftops to the city of Ennis. They could move forward with this type of development by right as the property is currently zoned. Thus, we must ask ourselves why wouldn't they? Single Family Residential is a much easier type of construction and is a much easier type of development to get financing for.

No way to hold the owner to anything above the minimum requirements of the UDO:

Going back to earlier in my letter, that is discussion of possible uses that will be allowed under Corridor Commercial zoning and what sort of standards are associated with Corridor Commercial zoning. The owner of this property submitted their intended uses as part of their zoning narrative as well as other standards that they promise to adhere to.

Unfortunately, per the City of Ennis Unified Development Ordinance (UDO) City Staff has no way to hold the owner accountable to those proposed uses or those proposed standards. City staff can only enforce what is contained in the UDO when it comes to a straight rezoning case as this is not a Planned Development. Unfortunately, the UDO allows for many other uses beyond what the owner has listed and while those increased standards for the property are a nice thought, there is no way to enforce those standards when construction actually happens. Also, we have no guarantee that the owner will actually develop the property and could sell the property to someone else that will then be able to develop the property into anything that is allowed under Corridor Commercial zoning. As I stated earlier, regardless of what the owner might say, based on my professional experience this feels like speculative rezoning to increase the profits from a future sale of the property.

UDO has inadequate protections of single family from commercial development:

When it comes to Corridor Commercial development, the UDO is woefully inadequate regarding protections of single-family homes. For example, in section 4.3.4 of the UDO it only mentions an increase setback and that you cannot have a structure above 2 stories within 50 feet of residential property. Then in section 7.3.3 for screening of commercial properties from residential properties, commercial properties only are required to construct a 6' masonry wall along with landscape buffers. That I can tell you are unacceptable protections for Single-family homes and those standards should be increased. However, until those standards in the UDO are improved those are the only protections that City Staff can insure a property developer follows, nothing more. Thus, in my opinion until those protections in the UDO are increased, we should not be allowing rezoning of any property to commercial when abutting single-family homes.

Submitted Concept plan:

I would like to discuss the concept plan that the owner has submitted as part of their application. First, the concept plan is not to the listed scale on the plan of 1"=30', therefore one cannot confirm the accuracy of any of the dimensions on the concept plan. It appears that all of the proposed buildings are of a commercial strip-type development, despite UDO Section 4.3.4 stating the following: 'Although surface parking along the roadway is permitted, strip-style development along the entire highway or arterial frontage is strongly discouraged.' Then when you also look at section 6.2.3 it says that concerning Building Entrance design 'The primary building entrance shall be readily apparent as a prominent architectural component from the street, thus creating a focal

Protest Against P&Z Case No.: ZAXA-25-4,
Matthew and Erica Stubbs
902 Oak Drive, Ennis, TX 75119

point.’ Not only does this concept plan not follow the UDO’s recommendation of No strip-style development in Corridor Commercial, it also is not correctly orienting all buildings to the street which in this case would be I-45. I mention all of this to say that the quality of the design of this concept plan is very poor and the people of Ennis deserve better quality design and development. We should all feel offended that the owner has presented this concept plan as a possible option as a type of development they think we would want.

Crime:

I would like to go over the negative consequences of allowing this rezoning request to proceed. The first being this would create public safety issues in our neighborhood. The types of uses that this owner is saying they would pursue are all uses that are typically only daytime uses meaning that these properties are basically vacant at night. If one goes and visits similar Corridor Commercial developments during the late-night hours, the type of activity occurring at those properties is not something you want happening at the back of your home. Also, since this type of development is not needed, especially in this location, any building that is constructed is almost guaranteed to sit vacant for years and a vacant building attracts crime. The strip style commercial development located at 1200 Dolfie Lane is a good example of property sitting vacant. More than half of the suites are currently vacant with “For Lease” signs displayed in the windows. In recent visits to the property, I have witnessed unhoused members of the community camping on the property along with suspicious behavior by others that were not visiting any business on the property. Strip style commercial development is undesirable given the number of vacant suites available for lease in town. In reviewing the site plan submitted by the applicant, note the back sides of the proposed strip style commercial buildings is abutting the single-family residential properties. This leaves the single-family homes vulnerable in terms of public safety due to lack of visibility from the public right-of-way.

Many people will say that they would solve this potential public safety threat at the rear of the building by lighting it to daytime levels of lighting, but since the buildings are only the minimum distance from property line there is no way to guarantee that type of lighting is not shining into the single-family homes. Also, the UDO makes no provisions to protect single-family homes from excessive lighting, therefore any standard that the owner says they will adhere to, will not be enforceable by City staff.

Traffic safety onto Burnett Street:

Another public safety issue is that of the added traffic to E Burnett Street. E Burnett is designed as a residential street and is not even listed on the current Throughfare Plan that

was part of the 2015 Comprehensive Plan. It's width is barely adequate with the amount of traffic it currently receives and with cars parking on either side of the road people traveling down Burnett frequently have to stop to let another oncoming car pass through since there is not adequate width for cars travelling in the opposite direction to pass each other if a car is parked on the side of the road. This proposed concept plan shows a 24' access easement that will connect on to E Burnett which is 1 of the only 2 drive approaches connections to this property. That access easement being only 1 of 2 ways to access the proposed development will add to a residential street that is not designed to handle it and with the expected amount of traffic at this entrance it is too close to Oak Drive per traffic design standards. Also, since this drive accesses the rear of the buildings it will be the route of all deliveries to said buildings creating unsafe traffic situation for residents of Oak Drive when entering and exiting their street. Increased traffic on Burnett Street will also pose additional pedestrian safety hazards. There are very few segments of sidewalk along Burnett Street making it difficult to connect to other neighborhoods by foot. This will become more perilous should traffic increase due to commercial development.

Air quality:

Air quality for the residents of Oak Drive is another Public Safety / Health concern. While we do live next an interstate, those are vehicles operating at their peak efficiency in terms of vehicular emissions since they are traveling at high speeds. With the possibility of retail equipped with drive-thru and deliveries, this will introduce idling vehicles which is when vehicles are emitting their highest levels of emissions, and those emissions will be going into the backyards of the residences where children play. Those emissions would be dangerous to the health of those that live in the homes that back up to this property.

Excessive noise:

Excessive noise in another public health concern and while one would say 'Don't you live next to an interstate?', I would say that is a constant / consistent noise that after living here for many years becomes background noise. The noise this Corridor Commercial development would bring would be unexpected and disruptive such as, trash trucks backing up, cars honking, people yelling for drive-thru ordering, deliveries being unloaded, loud music from vehicles, etc. This excessive noise would be detrimental to the health of the residents and would have a negative effect on the quality of lives of the people living on Oak Drive.

Drainage:

My final concern I would like to address is that of stormwater management / drainage. The provided concept plan makes no indication of how this stormwater and runoff will be addressed or captured since there are no surface detention ponds indicated on the plan. While underground detention is a possibility, as someone that has explored that option on many projects, it is a very costly solution that would not make economic sense for a development of this small scale. This type of development would be primarily made of impervious surfaces, currently the property is vacant land capable of absorbing the stormwater that falls on it. Also, the manner in which the lots on Oak Drive were graded when they were constructed, the backyards do not adequately drain, which I pointed out to Ellis County and they reduced the valuation of our property because of poor drainage (See the below photo for reference of a typical occurrence of what we refer to as 'Lake Stubbs'). As you can see in the aerial photo before the homes on Oak Drive were constructed, there was a pond on the property that is being proposed for rezoning. I mention all of that only to bring up the point that stormwater drainage is a great concern with this concept plan since it makes no indications of how that is being addressed and with all of the impervious cover this will be adding could cause stormwater runoff to end up in the backyards of people's homes.



Protest Against P&Z Case No.: ZAXA-25-4,
Matthew and Erica Stubbs
902 Oak Drive, Ennis, TX 75119



In conclusion, as you can see from the above list of concerns there is ample reasoning to deny this rezoning request. This is not the type of development we need for this property and it is not something residents of Oak Drive want. When you are evaluating this case please think of your own home and if you would want this type of development to occur behind your house? I want to thank each of you for reading this letter and I am happy to discuss this in greater detail with you any time prior to either the Planning and Zoning Commission meeting on July 28th or the City Commision meeting on August 19th. I will be attending both of those meetings, and I look forward voicing my concerns to you in person at both meetings.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew Stubbs'.

Matthew Stubbs
902 Oak Drive
Ennis, TX 75119
972-207-3395
m_stubbs@live.com



City of Ennis
Inspection Services
Received

JUL 28 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

	IN FAVOR OF
	<div style="text-align: center;">✓ IN PROTEST AGAINST</div>
Signature _____	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.
	<u>Stanley M. Riley</u> Print Name
	<u>Stanley M. Riley</u> Signature
	<u>Jan M Riley</u> Print Name
	<u>Jan M Riley</u> Signature

PLEASE MAIL OR DELIVER TO:

**CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119**

OR

E-MAIL TO

jbarake@ennistx.gov

RILEY STANLEY M & JAN M
900 OAK DR
ENNIS TX 75119-0641

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

City of Ennis
Inspection Services
Received

PID No. 200488

JUL 22 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-25-4
Owner: Landmark Builders & Investments, LLC
Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

<p><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p><u> X </u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>AMANDA Walters</u> Print Name</p> <p><u>Amanda Walters</u> Signature</p> <p><u>Callie Jones</u> Print Name</p> <p><u>[Signature]</u> Signature</p>
---	---

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CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

WALTERS AMANDA M
906 Oak Dr
Ennis TX 75119-0641

CS Scanned with CamScanner

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

PID No. 200490

JUL 23 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for **ZONING CHANGE** from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p><input checked="" type="checkbox"/> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Maria de Jesus Patlan</u> Print Name</p> <p><u>Maria P.</u> Signature</p> <p><u>Jesus Garcia</u> Print Name</p> <p><u>Jesus G Garcia</u> Signature</p>
---	---

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

OR

E-MAIL TO
jbarake@ennistx.gov

PATLAN MARIA DE JESUS & JESUS GARCIA
1000 OAK DR
ENNIS TX 75119

City of Ennis
Inspection Services
Received

JUL 23 2025

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

PID No. 200477

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for **ZONING CHANGE** from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4


Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes, or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the zoning case of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

IN FAVOR OF	<input checked="" type="checkbox"/> IN PROTEST AGAINST
Signature _____	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. <div> <div>JOSE CHAVEZ</div> <div>Print Name</div> </div> <div>  <div>Signature</div> </div> <div> <div>Print Name</div> </div> <div> <div>Signature</div> </div>

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

OR

E-MAIL TO
jbarake@ennistx.gov

CHAVEZ JOSE
903 OAK DR
ENNIS TX 75119

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

PID No. 200481

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025.**

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;"><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p style="text-align: center;"> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p style="text-align: center;"><u>Monte V. Morris</u> Print Name</p> <p style="text-align: center;"><u>Monte V. Morris</u> Signature</p> <p style="text-align: center;"><u>Monte V. Morris</u> Print Name</p> <p style="text-align: center;"><u>Monte V. Morris</u> Signature</p>
---	---

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

OR

E-MAIL TO
jbarake@ennistx.gov

**MORRIS MONTE V
1002 OAK DR
ENNIS TX 75119**

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

City of Ennis
Inspection Services
Received

PID No. 200487

JUL 22 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;"><u> </u> IN FAVOR OF</p> <p>Signature _____</p>	<p style="text-align: center;"><input checked="" type="checkbox"/> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p style="text-align: center;"><u>Jesse Monjaras</u> Print Name</p> <p style="text-align: center;"><u>Jesse Monjaras</u> Signature</p> <p style="text-align: center;"><u>Brittany Monjaras</u> Print Name</p> <p style="text-align: center;"><u>Brittany Monjaras</u> Signature</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

MONJARAS JESSE & BRITTANY A
904 Oak Dr
Ennis TX 75119-0641

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-4

PID No. 200478

JUL 23 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

P&Z Case No.: ZAXA-25-4

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):


<p>_____ IN FAVOR OF</p> <p>Signature _____</p>	<p><input checked="" type="checkbox"/> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Cassie Rodriguez</u> Print Name</p> <p><u>[Signature]</u> Signature</p> <p><u>Johnny Rodriguez</u> Print Name</p> <p><u>[Signature]</u> Signature</p>
---	---

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


OR

E-MAIL TO
jbarake@ennistx.gov

RODRIGUEZ JOHNNY R II & CASSIE VILLARREAL
901 OAK DR
ENNIS TX 75119




City Commission – Regular Session




Public Hearings

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

Case No. ZAXA-25-4



P&Z Case # ZAXA-25-4



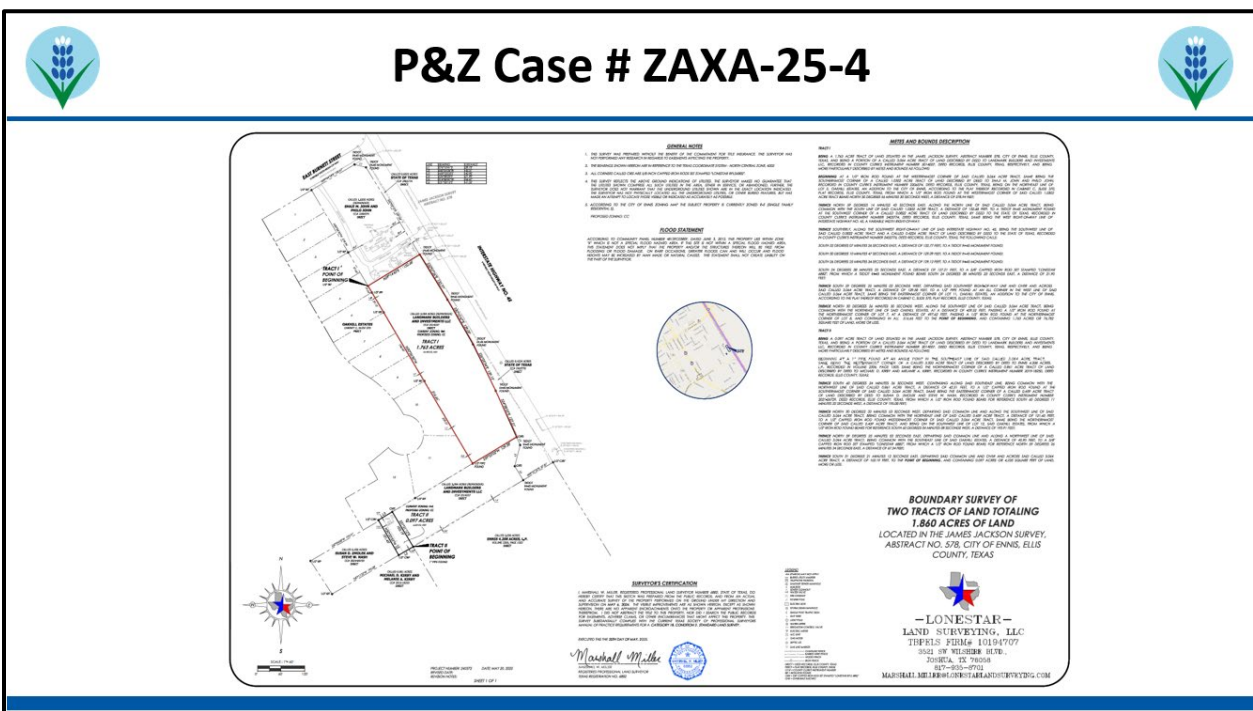
Overview:

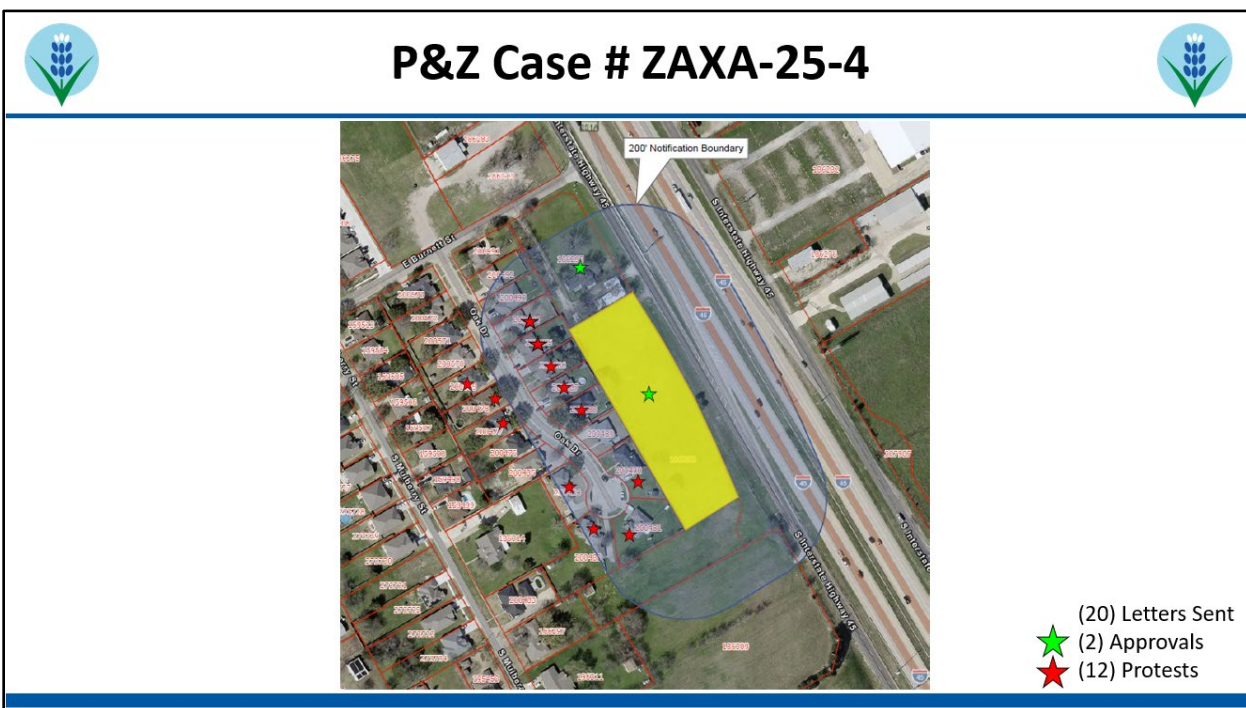
- Location: Ward 2
- Requested by: Civil Engineering Professionals, LLC
- From: “R-5” Single Family Residential-5
- To: “CC” Corridor Commercial
- For: 1.763 Acres
- Use: Future Commercial
- Notices: 20 Surrounding Property Owners Notified
 - 2 Voted “In Favor”
 - 12 Voted “In Protest”


Does require Super Majority Vote

- Case heard by P&Z Commission on 7/28/2025
- P&Z Commission denied the request (0 in favor, 6 against)











P&Z Case # ZAXA-25-4




Overview:

- Location: Ward 2
- Requested by: Civil Engineering Professionals, LLC
- From: "R-5" Single Family Residential-5
- To: "CC" Corridor Commercial
- For: 1.763 Acres
- Use: Future Commercial
- Notices: 20 Surrounding Property Owners Notified
 - 2 Voted "In Favor" *Does Require Super Majority Vote*
 - 12 Voted "In Protest"
- Case heard by P&Z Commission on 7/28/2025
- P&Z Commission denied the request (0 in favor, 6 against)

P&Z Commission Does Not Recommend Approval



City Commission – Regular Session



Public Hearings

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 1.763-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 900 through 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

Case No. ZAXA-25-4



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 1.763 ACRE TRACT OF LAND FROM SINGLE-FAMILY RESIDENTIAL-5 DISTRICT (R-5) TO CORRIDOR COMMERCIAL DISTRICT (CC), SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NO. 578, GENERALLY LOCATED IN THE 900 THROUGH 1000 BLOCK OF SOUTH INTERSTATE HIGHWAY 45 BETWEEN THE FRONTAGE ROAD AND OAKHILL ESTATES SUBDIVISION IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, PORTION OF ELLIS CAD ID 186298; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING AN AMENDMENT; PROVIDING A ZONING MAP AMENDMENT; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Civil Engineering Professionals, LLC (“Applicant”), acting as authorized representative for the landowner, Landmark Builders and Investments, LLC, has requested to change the zoning classification from Single-Family Residential-5 District (R-5) to Corridor Commercial District (CC) on an approximate 1.763-acre tract of land, situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas, generally located in the 900 through 1000-Block of South Interstate Highway 45 between the frontage road and Oakhill Estates subdivision, portion of Ellis CAD ID 186298 and more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein (the “Property”); and

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

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

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

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

SECTION 2. Amendment. The Unified Development Ordinance of the City of Ennis is hereby amended to change the zoning classification on the Property from Single-Family Residential-5 District (R-5) to Corridor Commercial District (CC). The Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but limited to building codes, fire codes and all accessibility standards as required by law.

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

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

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

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

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

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2025.

F.1.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

F.1.

**EXHIBIT “A”
LEGAL DESCRIPTION**

TRACT I

BEING A 1.763 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, RESPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE SOUTHERNMOST CORNER OF A CALLED 1.0302 ACRE TRACT OF LAND DESCRIBED BY DEED TO SHAJI M. JOHN AND PHILO JOHN, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2206574, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ON THE NORTHEAST LINE OF LOT 5, OAKHILL ESTATES, AN ADDITION TO THE CITY OF ENNIS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PLAT RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID CALLED 1.0302 ACRE TRACT BEARS NORTH 30 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 278.94 FEET;

THENCE NORTH 59 DEGREES 14 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID CALLED 1.0302 ACRE TRACT, A DISTANCE OF 152.68 FEET, TO A TXDOT IH-45 MONUMENT FOUND AT THE SOUTHWEST CORNER OF A CALLED 0.0822 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2405774, DEED RECORDS, ELLIS COUNTY, TEXAS, SAME BEING THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 45, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE SOUTHERLY, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 45, BEING THE SOUTHWEST LINE OF SAID CALLED 0.0822 ACRE TRACT AND A CALLED 0.4224 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2405776, DEED RECORDS, ELLIS COUNTY, TEXAS, THE FOLLOWING CALLS:

SOUTH 32 DEGREES 07 MINUTES 26 SECONDS EAST, A DISTANCE OF 132.77 FEET, TO A TXDOT IH-45 MONUMENT FOUND;

SOUTH 30 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.09 FEET, TO A TXDOT IH-45 MONUMENT FOUND;

SOUTH 26 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 129.12 FEET, TO A TXDOT IH-45 MONUMENT FOUND;

SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 127.21 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882", FROM WHICH A TXDOT IH-45 MONUMENT FOUND BEARS SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 21.90 FEET;

THENCE SOUTH 59 DEGREES 25 MINUTES 02 SECONDS WEST, DEPARTING SAID SOUTHWEST RIGHT-OF-WAY LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 129.58 FEET, TO A 1/2" PIPE FOUND AT AN ELL CORNER IN THE WEST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF LOT 11, OAKHILL ESTATES, AN ADDITION TO THE CITY OF ENNIS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PLAT RECORDS, ELLIS COUNTY, TEXAS;

THENCE NORTH 30 DEGREES 56 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID OAKHILL ESTATES, AT A DISTANCE OF 439.52 FEET, PASSING A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 7, AT A DISTANCE OF 497.62 FEET, PASSING A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 8, AND CONTINUING IN ALL 516.66 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 1.763 ACRES OR 76,782 SQUARE FEET OF LAND, MORE OR LESS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF THE COMPENSATORY FUEL INSURANCE. THIS SURVEYOR HAS NOT PERFORMED ANY RESEARCH IN REGARDS TO EXISTING AFFECTING THE PROPERTY.

THE COORDINATES CALLED HERE ARE 5/8 INCH CAPTAIN NORTH COASTS BE STAMPEL TONESTONE PL2582C.

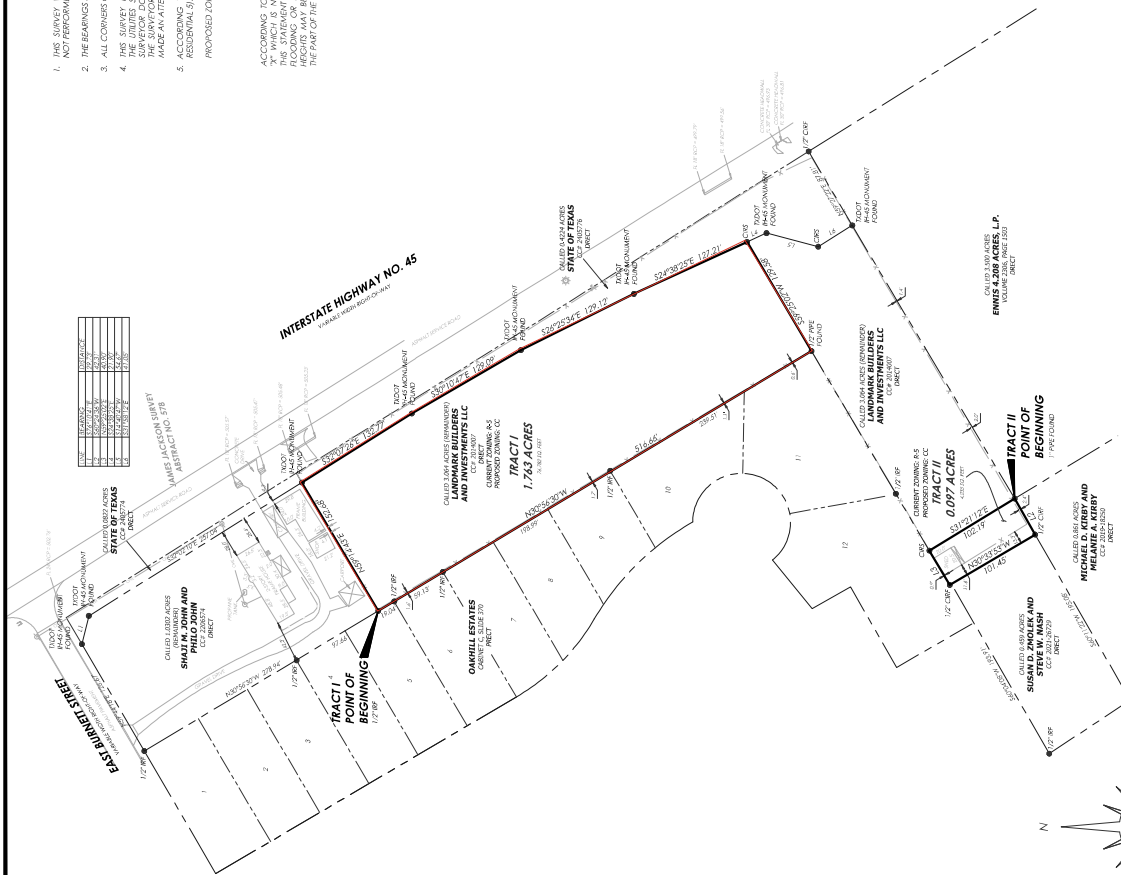
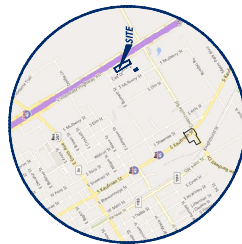
THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES ARE CORRECT. THIS SURVEY HAS BEEN MADE WITH THE BEST OF THE AVAILABLE INFORMATION. THE SURVEYOR HAS NOT CONDUCTED ANY RESEARCH IN REGARDS TO EXISTING AFFECTING THE PROPERTY.

THE SURVEYOR HAS NOT RESEARCHED LOCATED AT THE UNDERGROUND UTILITIES OR OTHER BURIED UTILITIES, BUT HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND THE ADJACENT PROPERTY TO DETERMINE THE LOCATION OF THE UTILITIES.

ACCORDING TO THE ZONING MAP OF THE SUBJECT PROPERTY IS ZONED R-5 SINGLE FAMILY RESIDENTIALS.

PHOTOGRAPHED ZONING.CC

ACCORDING TO COMMUNITY PANEL NUMBER 48139C20303F, DATED JUNE 3, 2013, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, BUT IS WITHIN A SPECIAL FLOOD HAZARD AREA. THIS PROPERTY DOES NOT HAVE A SPECIAL FLOOD HAZARD AREA FLOOD PROOFING OR FLOOD PROOFING REQUIREMENTS. IN MANY OCCASIONS, GREATER FLOODS THAN THOSE WHICH ARE FLOOD PROOFING MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SUBSCRIBER.



SURVEYOR'S CERTIFICATION

[illegible]

EXECUTED THIS 20TH DAY OF MAY 2008

Marshall Miller
MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR



MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR

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REVISION NOTES:

120

METES AND BOUNDS DESCRIPTION

TRACT 1

BEING A 1.73 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.084 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS COMPANY, INC., A TEXAS CORPORATION, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE WESTERNMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE WESTERNMOST CORNER OF A CALLED 11002 ACRE TRACT OF LAND DESCRIBED BY DEED TO SHAM M. JOHN AND PHLO JOHN, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 206857, DEED RECORDS, ELIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD BEARS NORTH 30 DEGREES 35 MINUTES TO 30.25 WEST, A DISTANCE OF 278.97 FEET.

DISTANCE NORTH 59 DEGREES 14 MINUTES 14 SECONDS EAST, ALONG THE NORTH LINE OF SAID CALLED 3.064 ACRES TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID CALLED 1.0302 ACRES TRACT, A DISTANCE OF 132.48 FEET, TO A POINT 114-5 MONUMENT FOUND AT THE SOUTHWEST CORNER OF A CALLED 0.8822 ACRES TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2457574, DEED RECORDS, ELIS COUNTY, TEXAS, SAME BEING THE WEST 8/316-0-1/2 WAY LINE OF INTERSTATE HIGHWAY NO. 45, A VARIABLE WIDTH RIGHT-OF-WAY.

TENNESSEE, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 45, BEING THE SOUTHWEST LINE OF SAID TRACT CALLED 0.8622 ACRE TRACT AND A CALLED 0.4224 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2A757276, DEED RECORDS, ELUS COUNTY, TEXAS, THE FOLLOWING CAUSE:

SOUTH 32 DEGREES 07 MINUTES 24 SECONDS EAST, A DISTANCE OF 132.77 FEET, TO A T200T H4-45 MONUMENT FOUND;
 SOUTH 30 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.89 FEET, TO A T200T H4-45 MONUMENT FOUND;
 SOUTH 14 DEGREERS 34 SECONDS EAST, A DISTANCE OF 129.12 FEET, TO A T200T H4-45 MONUMENT FOUND;
 SOUTH 14 DEGREERS 34 SECONDS EAST, A DISTANCE OF 129.12 FEET, TO A T200T H4-45 MONUMENT FOUND.

SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 127.21 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 65882", FROM WHICH A TXDOT 11445 MONUMENT FOUND BEARS SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 21.90 FEET, TO A 1/2" CAPPED IRON ROD SET STAMPED "LONESTAR 65882".

THENCE SOUTH 89 DEGREES 25 MINUTES 02 SECONDS WEST, DEPARTING SAID SOUTHWEST RIGHT-OF-WAY LINE AND OVER AND ACROSS TRACT CALLED 3.064 ACRE TRACT, A DISTANCE OF 129.38 FEET, TO A 1/2" PIPE FOUND AT AN EL CORNER IN THE WEST LINE OF SAID TRACT CALLED 3.064 ACRE TRACT SAME BEING THE EASTERNMOST CORNER OF LOT 31 OAKHILL ESTATES AN ADDITION TO THE CITY OF FAIRBANKS.

COMMON MONTH 30 DEGREES WEST ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING
TOGETHER WITH THE NORTHEAST LINE OF SAID OAKHILL ESTATES, AT A DISTANCE OF 439.52 FEET, PASSING A 1/2" IRON ROD FOUND AT
THE INTERSECTION OF THE NORTHWEST CORNER OF LOT 8 AND CONTINUING IN ALL 516.68 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.763 ACRES OF 74.80
ACRES OF LOT 8, AND CONTINUING IN ALL 516.68 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.763 ACRES OF 74.80

ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PVA RECORDS, TULSA COUNTY, TEXAS.

TRACT II
 BEING A 0.097 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 128, CITY OF ENNIS, ELLIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDARIES AS FOLLOWS:

BEGINNING AT A 1" PIPE FOUND AT AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE WESTERMOST CORNER OF A CALLED 3.500 ACRE TRACT OF LAND DESCRIBED BY DTD TO ENNS 4.208 ACRES, P. 150, RECORDED IN VOLUME 2506, PAGE 1503, SAME BEING THE NORTHEAST CORNER OF A CALLED 0.681 ACRE TRACT OF LAND DESCRIBED BY DTD TO MCWALD, D. KIRBY AND MELANIE A. KIRBY, RECORDED IN COUNTY CLERKS INSTRUMENT NUMBER 2019-1855, DEED 000002, ELKS COUNTY, TEXAS.

SOUTHWEST CORNER OF SAID CADDIS RIVER TRACT BEING COMMON WITH THE NORTHWEST LINE OF SAID CALLED 0.86 ACRES PLOT, A DISTANCE OF 42.3 FEET TO A 1/2" CAPED NON ROD FOUND AT THE EASTERNMOST CORNER OF A CALLED 0.49 ACRE TRACT OF LAND DESCRIBED BY DEED TO SUSAN D. ZWOLKE AND STEVE W. MASH, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2003-26729 DEED RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 40 DEGREES 11 MINUTES 38 SECONDS WEST A DISTANCE OF 95.18 FEET.

BENCHMARK NORTH 30 DEGREES 33 MINUTES 33 SECONDS WEST DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID TRACT CALLED 3,674 ACRES TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID CALLED 0.689 ACRE TRACT, A DISTANCE OF 107.45 FEET TO A POINT CALLED 1,124 ACRES TRACT, BEING COMMON WITH THE CORNER OF SAID CALLED 3,094 ACRES TRACT, SAME BEING THE NORTHERNMOST CORNER OF SAID CALLED 0.689 ACRE TRACT, AND BEING ON THE SOUTHWEST LINE OF LOT 12, SAID ADJACENT ESTATES, FROM WHICH A CONVEYANCE WAS MADE BY DEED DATED FEBRUARY 25, 1974, OF 0.41 MINUTE SECONDLY WEST A DISTANCE OF 0.931 FEET.

On 12/10/87, a 10' iron rod was located 300' from the northeast wall of a concrete wall. A distance north 39 degrees 26 minutes 22 seconds east, departing said common line and along a northwest line of said common line 39 degrees 26 minutes 22 seconds east, a distance of 0.39 feet to a 5/8" diameter iron rod set, spaced together 682", from which a 1/2" iron rod found bears for reference north 39 degrees 26 minutes 22 seconds east, a distance of 0.39 feet to a 5/8" diameter iron rod set, spaced together 682".

THENCE SOUTH 31 DEGREES 21 MINUTES 12 SECONDS EAST, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 102.19 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.097 ACRES OR 4,226 SQUARE FEET OF LAND, MORE OR LESS.

**BOUNDARY SURVEY OF
TWO TRACTS OF LAND TOTALING
1.860 ACRES OF LAND
LOCATED IN THE JAMES JACKSON SURVEY,
ABSTRACT NO. 578, CITY OF ENNIS, ELLIS
COUNTY, TEXAS**



—LONESTAR—
LAND SURVEYING, LLC
TBPFL FIRM# 10194707
3521 SW WILSHIRE BLVD.,
JOSHUA, TX 76068
817-935-8701
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

Details

2 Versions

Application Information

Applicant Name*	Type of Application*
Correen Robertson	Zoning
Subdivision Name	Property Type
	Residential
No. of Lots*	Acreage*
1	1.763
Current Use*	Proposed Use*
vacant	commercial/office/retail
Current Zoning*	Proposed Zoning*
R-5	CC - Corridor Commercial
Water/Sewer Service *	Are you using an Agent/Representative?*
City of Ennis	Yes
Reason for Request*	

The zoning is being requested to allow of conversion of the current residential zoning site to Commercial Corridor (CC). A portion of the site is already CC and this will allow the entire site to have the same zoning and provide consistency along the frontage road.

Will you be using a Temporary Concrete Batch Plant? (Requires a Specific Use Permit)*	Will you be requesting a Public Improvement District (PID)?*
No	No

Owner Information

Owner Name

LandMark Builders

Owner Street Address

1211 Canyon Lake

Owner City, State Zip

Grapevine, Tx 76051

Owner Telephone

978-853-6279

Owner Email

rajmat2020@gmail.com

Agent/Representative Information

Firm Name *

Civil Engineering Professionals, LLC

Main Contact*

Correen C. Robertson

Address*

4532 Lodestone Lane

City, State Zip

Fort Worth, TX 76123

Telephone*

8174222290

Email*

correen@civilengineeringprofessionals.com

Signature

I HEREBY CERTIFY THAT THIS APPLICATION IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ENNIS UNIFIED DEVELOPMENT ORDINANCE, AS AMENDED, THAT PERTAIN TO THIS SUBMITTAL. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO HAVE THE APPLICANT, OWNER OR OTHER AUTHORIZED AGENT PRESENT AT THE PLANNING AND ZONING COMMISSION AND CITY COMMISSION MEETINGS. SHOULD AN AUTHORIZED PERSON NOT BE AT THE MEETING TO REPRESENT THE APPLICATION, I HEREBY REQUEST THAT CONSIDERATION OF THE ITEM BE CONTINUED TO A FUTURE DATE TO ALLOW AN AUTHORIZED PERSON THE OPPORTUNITY TO APPEAR AND PRESENT TESTIMONY. HOWEVER, I DO UNDERSTAND THAT THE CITY IS NOT OBLIGATED TO CONTINUE THIS REQUEST. I FURTHER UNDERSTAND THAT THIS REQUEST WILL BE PLACED ON THE APPROPRIATE PLANNING & ZONING COMMISSION AND CITY COMMISSION AGENDAS ONLY AFTER THE APPLICATION HAS BEEN DETERMINED TO BE COMPLETE. WHERE A CONCEPT PLAN, DEVELOPMENT PLAN, OR SITE PLAN IS SUBMITTED CONCURRENTLY WITH A ZONING CHANGE OR PLAT APPLICATION, I HEREBY REQUEST THAT THESE ITEMS BE PROCESSED CONCURRENTLY ON THE SAME AGENDA.

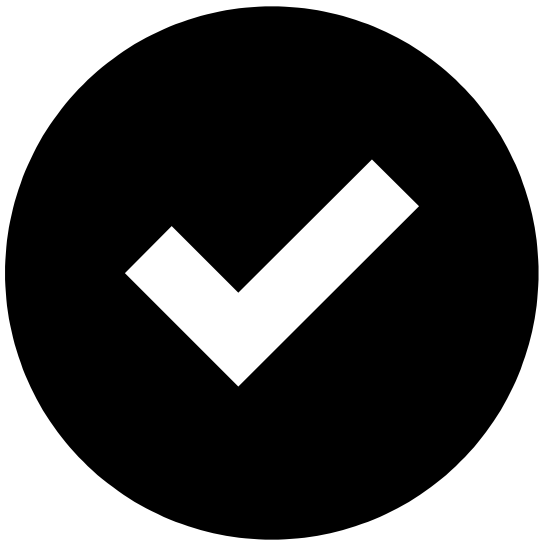
I ALSO UNDERSTAND THAT FEES PAID ARE NOT REFUNDABLE. IN ADDITION, I ALSO UNDERSTAND THAT BY MY SIGNATURE BELOW, I HAVE MADE A DECLARATION THAT THE PROPERTY UNDER CONSIDERATION IS OWNED BY THE PERSON(S) AS LISTED AND UNDERSTAND THAT THE CITY OF ENNIS HAS NO RESPONSIBILITY TO VERIFY SAID OWNERSHIP INFORMATION. I ALSO UNDERSTAND THAT AN APPEAL OF DEVELOPMENT DECISIONS CAN BE MADE IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE.

Applicant Signature*

Planning and Zoning Hearing Date

07/28/2025

Correen C.
Robertson
Mar 27, 2025



City Commission Hearing Date

08/19/2025

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas, from Single-Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 0.097 acre lot, tract or parcel of land generally located in the 1000-Block of South Interstate Highway 45 between the frontage road and Oakhill Estates Subdivision, portion of Ellis CAD ID 186298.

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

On July 28, 2025, the Planning and Zoning Commission held a public hearing and considered a zoning change Single-Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 0.097 acre lot, tract or parcel of land generally located in the 1000-Block of South Interstate Highway 45 between the frontage road and Oakhill Estates Subdivision, portion of Ellis CAD ID 186298.

The Planning and Zoning Commission voted in favor of the zoning change: 4 in favor, 2 against.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Planning and Zoning Commission recommend approval.

ALTERNATIVES:

N/A

ATTACHMENTS:

[ZAXA-25-11 Zoning Narrative](#)
[ZAXA-25-11 Zoning Exhibit](#)
[ZAXA-25-11 Current and Proposed Zoning](#)
[ZAXA-25-11 Site Plan](#)
[ZAXA-25-11 Memorandum Buffer](#)
[ZAXA-25-11 SPO Responses](#)

F.2.

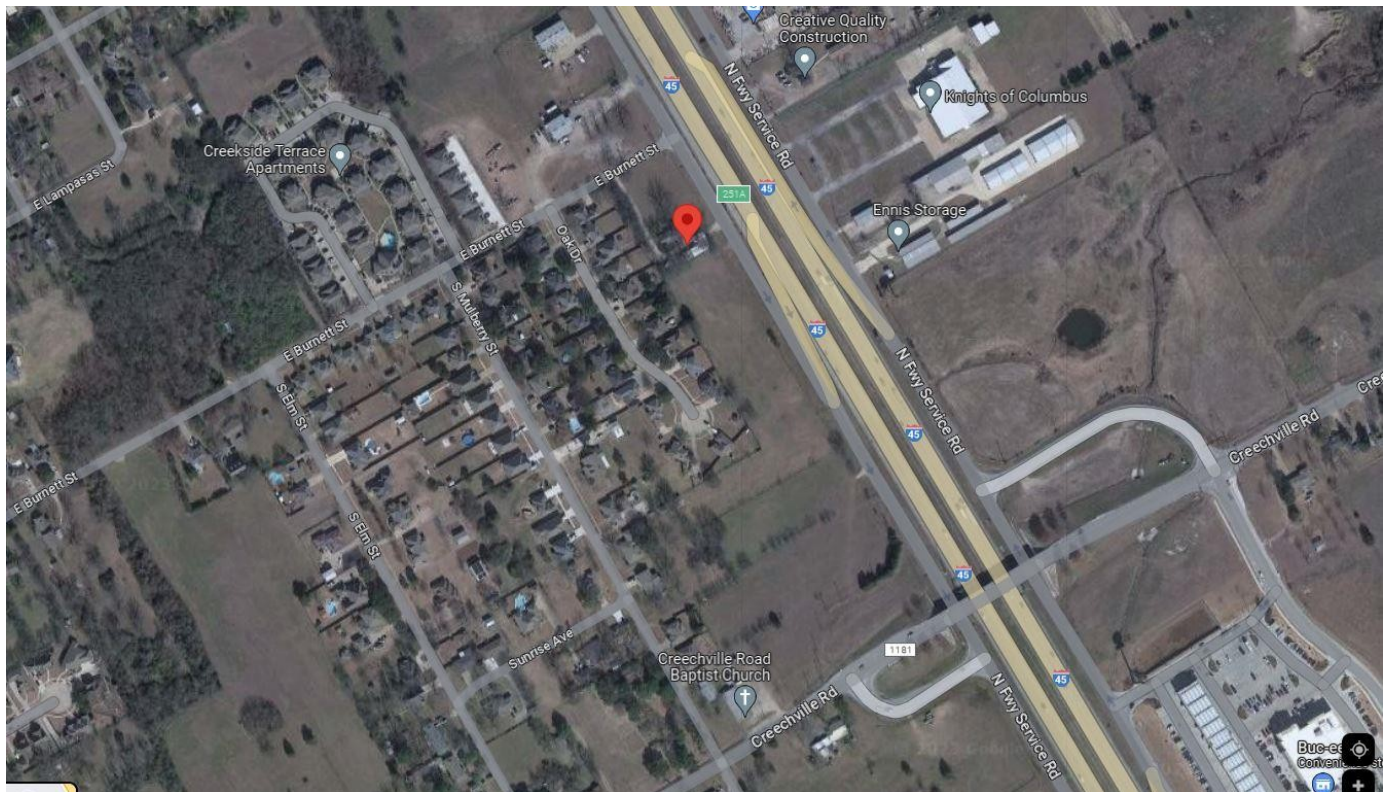
[ZAXA-25-11 PPT Slides](#)

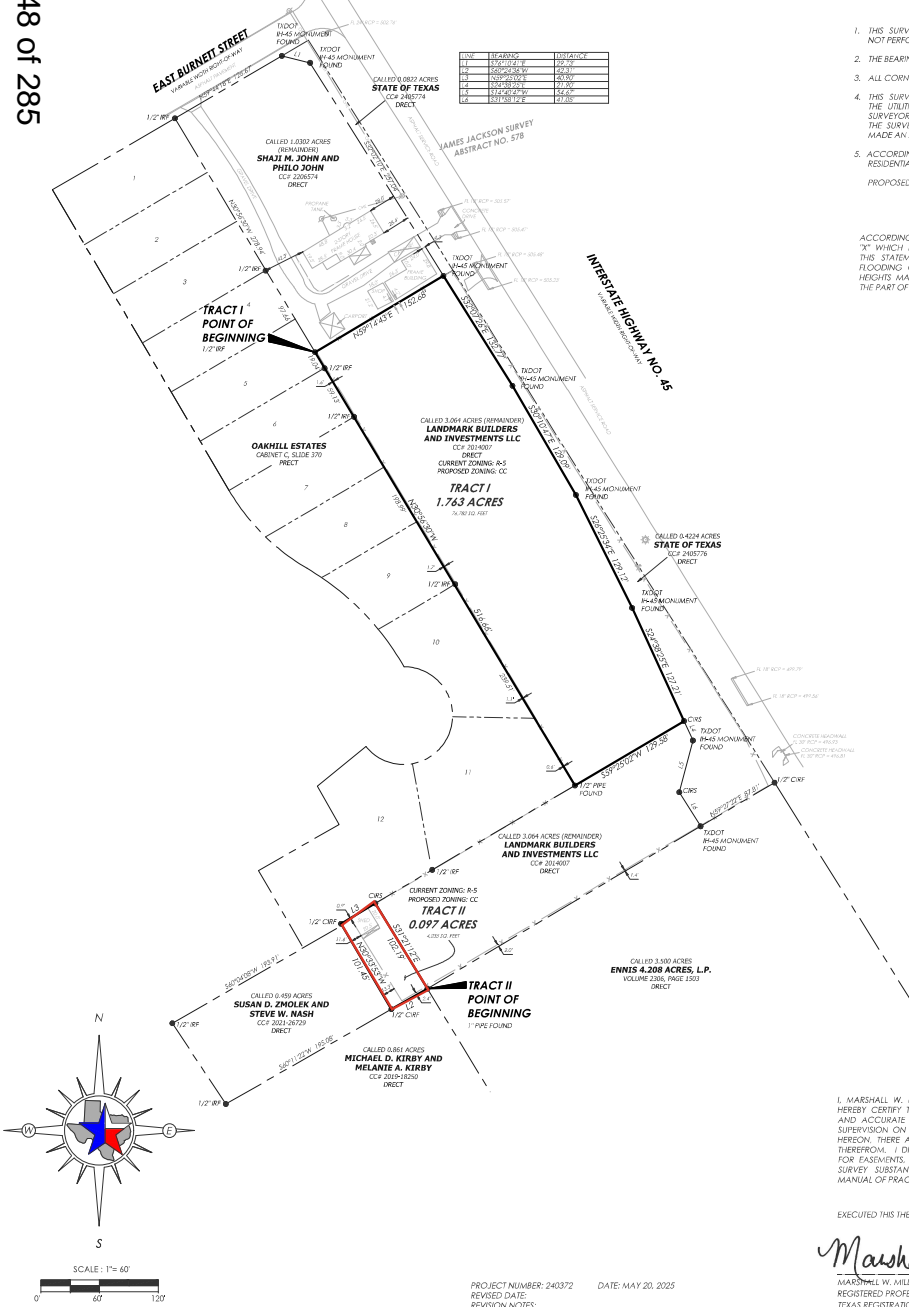
[OpenGov ZAXA-25-11 Applicant .097 acres](#)

[ORDINANCE NO.-Conduct a Public Hearing to discuss and consider a request for a zoning change from Single-Family Residential-5 \(R-5\) to Corridor Commer - Pdf](#)

ZONING REQUEST NARRATIVE

We are applying for re-zoning of a 2.66 acres parcel of land (Property Id 186298) located along IH-45 frontage road in Ennis, Texas. The zoning is being requested to allow of conversion of the current residential zoning site to Commercial Corridor (CC). The rezoning would tie into the goals of the UDO, Section 4.3.4. The intention of the CC zoning (per the UDO) is to provide uses that are subject to frequent view by the public given their location along major regional arterials such as Business 287 (Ennis Avenue) and IH-45, and they should provide an attractive appearance with landscaping, well-designed and appropriately located parking, and controlled traffic movement. The proposed site meets this criterion and would allow for development of a retail center along the interstate highway in lieu of currently zoned residential. In addition, both a portion of the site and the adjacent properties on either side are zoned CC with the exception of the existing subdivision located at the rear on the site. Based on the current zoning maps a portion of this site is already zoned CC. We are simply requesting the two remaining portions of the site be rezoned to CC as well.

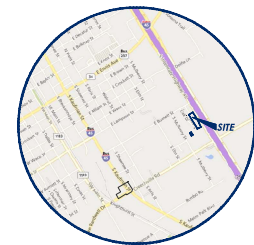




- GENERAL NOTES**
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF THE COMMITMENT FOR TITLE INSURANCE. THIS SURVEYOR HAS NOT PERFORMED ANY RESEARCH IN REGARDS TO EASEMENTS AFFECTING THE PROPERTY.
 2. THE BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202
 3. ALL CORNERS CALLED CIRS ARE 5/8 INCH CAPPED IRON RODS SET STAMPED LONESTAR RPL5888Z.
 4. THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES OR OTHER BURIED FEATURES, BUT HAS MADE AN ATTEMPT TO LOCATE THOSE VISIBLE OR INDICATED AS ACCURATELY AS POSSIBLE.
 5. ACCORDING TO THE CITY OF ENNIS ZONING MAP THE SUBJECT PROPERTY IS CURRENTLY ZONED R-S (SINGLE FAMILY RESIDENTIAL S).
- PROPOSED ZONING: CC

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48130C388F, DATED JUNE 3, 2013, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



METES AND BOUNDS DESCRIPTION

TRACT I

BEING A 1.763 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS, L.L.C. RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, RESPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE WESTERMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE SOUTHERNMOST CORNER OF A CALLED 1.0302 ACRE TRACT OF LAND DESCRIBED BY DEED TO SHAI J. JOHN AND PHILO JOHN, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2206574, DEED RECORDS, ELLIS COUNTY, TEXAS, BEING ON THE NORTHEAST LINE OF LOT S, OAKHILL ESTATES, AN ADDITION TO THE CITY OF ENNIS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PLAT RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE WESTERMOST CORNER OF SAID CALLED 1.0302 ACRE TRACT BEARS NORTH 30 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 278.94 FEET;

THENCE NORTH 59 DEGREES 14 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE SOUTH LINE OF SAID CALLED 1.0302 ACRE TRACT, A DISTANCE OF 152.68 FEET, TO A TIDOT #4-45 MONUMENT FOUND AT THE SOUTHWEST CORNER OF A CALLED 0.0802 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2405574, DEED RECORDS, ELLIS COUNTY, TEXAS, SAME BEING THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 45, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE SOUTHERLY, ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 45, BEING THE SOUTHWEST LINE OF SAID CALLED 0.0802 ACRE TRACT AND A CALLED 0.4224 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE STATE OF TEXAS, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2405574, DEED RECORDS, ELLIS COUNTY, TEXAS, THE FOLLOWING CALLS:

SOUTH 32 DEGREES 07 MINUTES 26 SECONDS EAST, A DISTANCE OF 132.77 FEET, TO A TIDOT #4-45 MONUMENT FOUND;

SOUTH 32 DEGREES 10 MINUTES 47 SECONDS EAST, A DISTANCE OF 129.09 FEET, TO A TIDOT #4-45 MONUMENT FOUND;

SOUTH 24 DEGREES 38 MINUTES 34 SECONDS EAST, A DISTANCE OF 129.12 FEET, TO A TIDOT #4-45 MONUMENT FOUND;

SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 127.21 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED LONESTAR 888Z, FROM WHICH A TIDOT #4-45 MONUMENT FOUND BEARS SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, A DISTANCE OF 21.90 FEET;

THENCE SOUTH 59 DEGREES 25 MINUTES 02 SECONDS WEST, DEPARTING SAID SOUTHWEST RIGHT-OF-WAY LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 129.58 FEET, TO A 1/2" PIPE FOUND AT AN ELI CORNER IN THE WEST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF LOT 11, OAKHILL ESTATES, AN ADDITION TO THE CITY OF ENNIS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET C, SLIDE 370, PLAT RECORDS, ELLIS COUNTY, TEXAS;

THENCE NORTH 30 DEGREES 36 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID OAKHILL ESTATES, AT A DISTANCE OF 499.50 FEET, PASSING BY A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 1, AT A DISTANCE OF 497.62 FEET, PASSING A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 8, AND CONTINUING IN ALL 516.66 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 1.763 ACRES OR 76,782 SQUARE FEET OF LAND, MORE OR LESS.

TRACT II

BEING A 0.097 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS, L.L.C. RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, RESPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" PIPE FOUND AT AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE WESTERMOST CORNER OF A CALLED 3.000 ACRE TRACT OF LAND DESCRIBED BY DEED TO ENNIS 4.208 ACRES, L.P., RECORDED IN VOLUME 2306, PAGE 1503, SAME BEING THE NORTHERNMOST CORNER OF A CALLED 0.861 ACRE TRACT OF LAND DESCRIBED BY DEED TO MICHAEL D. KIRBY AND MELANIE A. KIRBY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014-18250, DEED RECORDS, ELLIS COUNTY, TEXAS;

THENCE SOUTH 40 DEGREES 24 MINUTES 36 SECONDS WEST, CONTINUING ALONG SAID SOUTHEAST LINE, BEING COMMON WITH THE NORTHEAST LINE OF SAID CALLED 0.861 ACRE TRACT, A DISTANCE OF 42.31 FEET, TO A 1/2" CAPPED IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF A CALLED 0.459 ACRE TRACT OF LAND DESCRIBED BY DEED TO SUSAN D. JOKLIK AND STEVE W. NASH, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2021-26729, DEED RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 40 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 195.08 FEET;

THENCE NORTH 30 DEGREES 33 MINUTES 53 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID CALLED 0.459 ACRE TRACT, A DISTANCE OF 101.45 FEET, TO A 1/2" CAPPED IRON ROD FOUND WESTERMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE NORTHERNMOST CORNER OF SAID CALLED 0.459 ACRE TRACT, AND BEING ON THE SOUTHWEST LINE OF LOT 12, SAID OAKHILL ESTATES, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 40 DEGREES 08 SECONDS WEST, A DISTANCE OF 193.71 FEET;

THENCE NORTH 59 DEGREES 25 MINUTES 02 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG A NORTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE SOUTHEAST LINE OF SAID OAKHILL ESTATES, A DISTANCE OF 40.90 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED LONESTAR 888Z, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE NORTH 59 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 47.54 FEET;

THENCE SOUTH 31 DEGREES 21 MINUTES 12 SECONDS EAST, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 102.19 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.097 ACRES OR 4,235 SQUARE FEET OF LAND, MORE OR LESS.

**BOUNDARY SURVEY OF
TWO TRACTS OF LAND TOTALING
1.860 ACRES OF LAND
LOCATED IN THE JAMES JACKSON SURVEY,
ABSTRACT NO. 578, CITY OF ENNIS, ELLIS
COUNTY, TEXAS**



**-LONESTAR-
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
3521 SW WILSHIRE BLVD.,
JOSHUA, TX 76058
817-935-8701
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM**

SURVEYOR'S CERTIFICATION

I, MARSHALL W. MILLER, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 6882, STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SKETCH WAS PREPARED FROM THE PUBLIC RECORDS, AND FROM AN ACTUAL AND ACCURATE SURVEY OF THE PROPERTY PERFORMED ON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON MAY 4, 2024. THE VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON, EXCEPT AS SHOWN HEREON. THERE ARE NO APPARENT ENCROACHMENTS ONTO THE PROPERTY OR APPARENT PROTRUSIONS THEREFROM. I DID NOT ABSTRACT THE TITLE TO THIS PROPERTY, NOR DID I SEARCH THE PUBLIC RECORDS FOR EASEMENTS, ADVERSE CLAIMS, OR OTHER ENCUMBRANCES THAT MIGHT AFFECT THIS PROPERTY. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

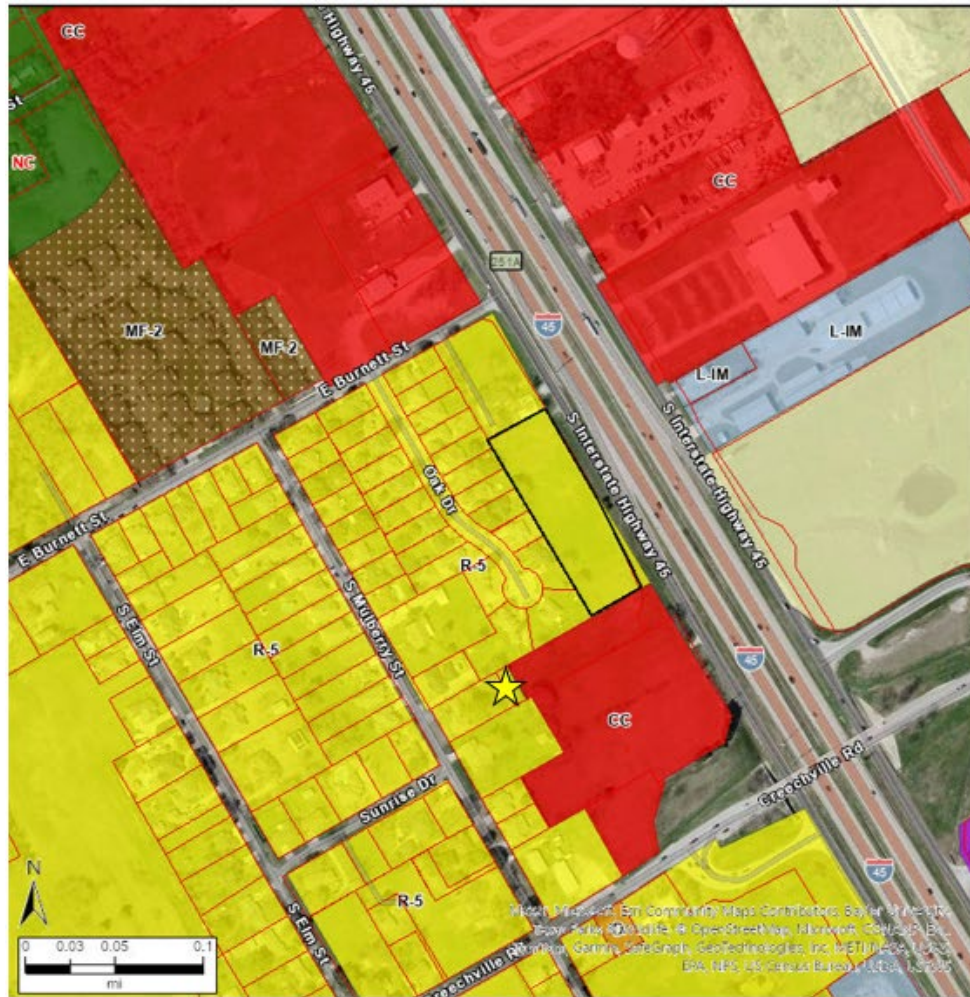
EXECUTED THIS 19TH DAY OF MAY, 2025.

Marshall Miller
MARSHALL W. MILLER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6882

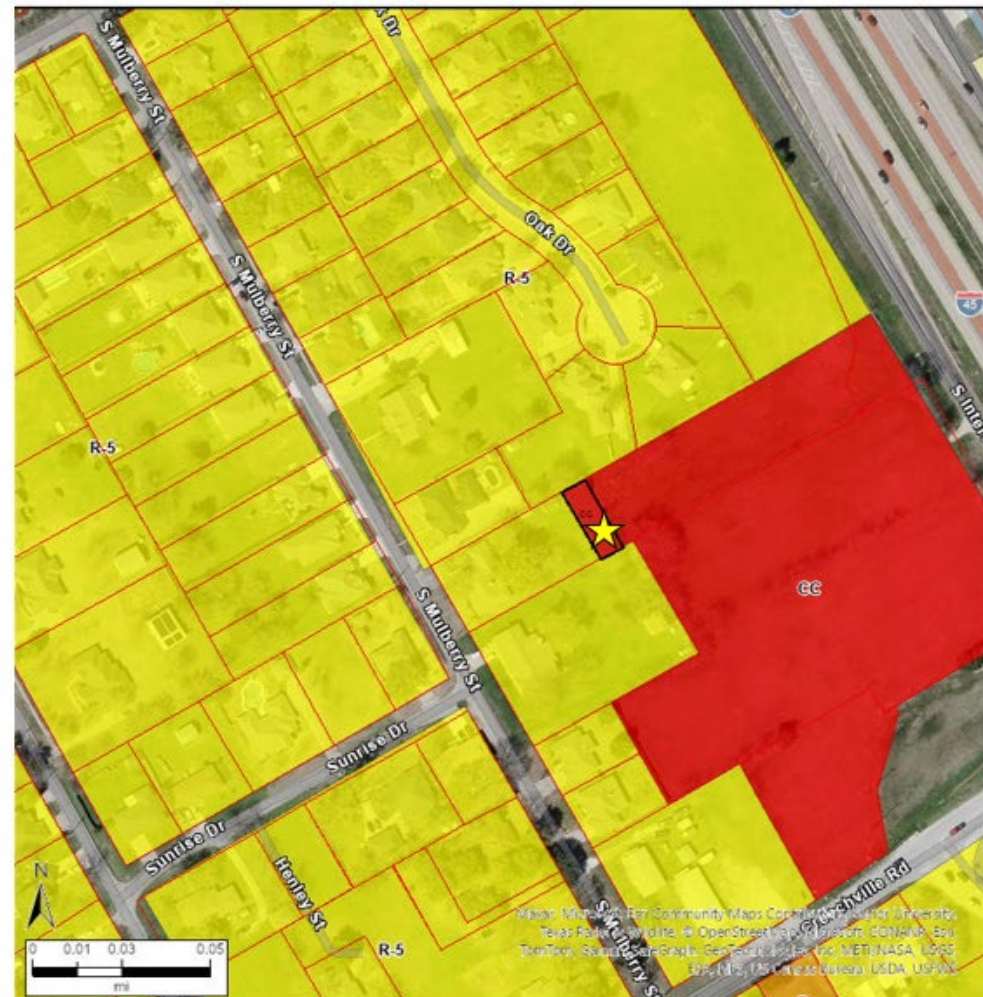


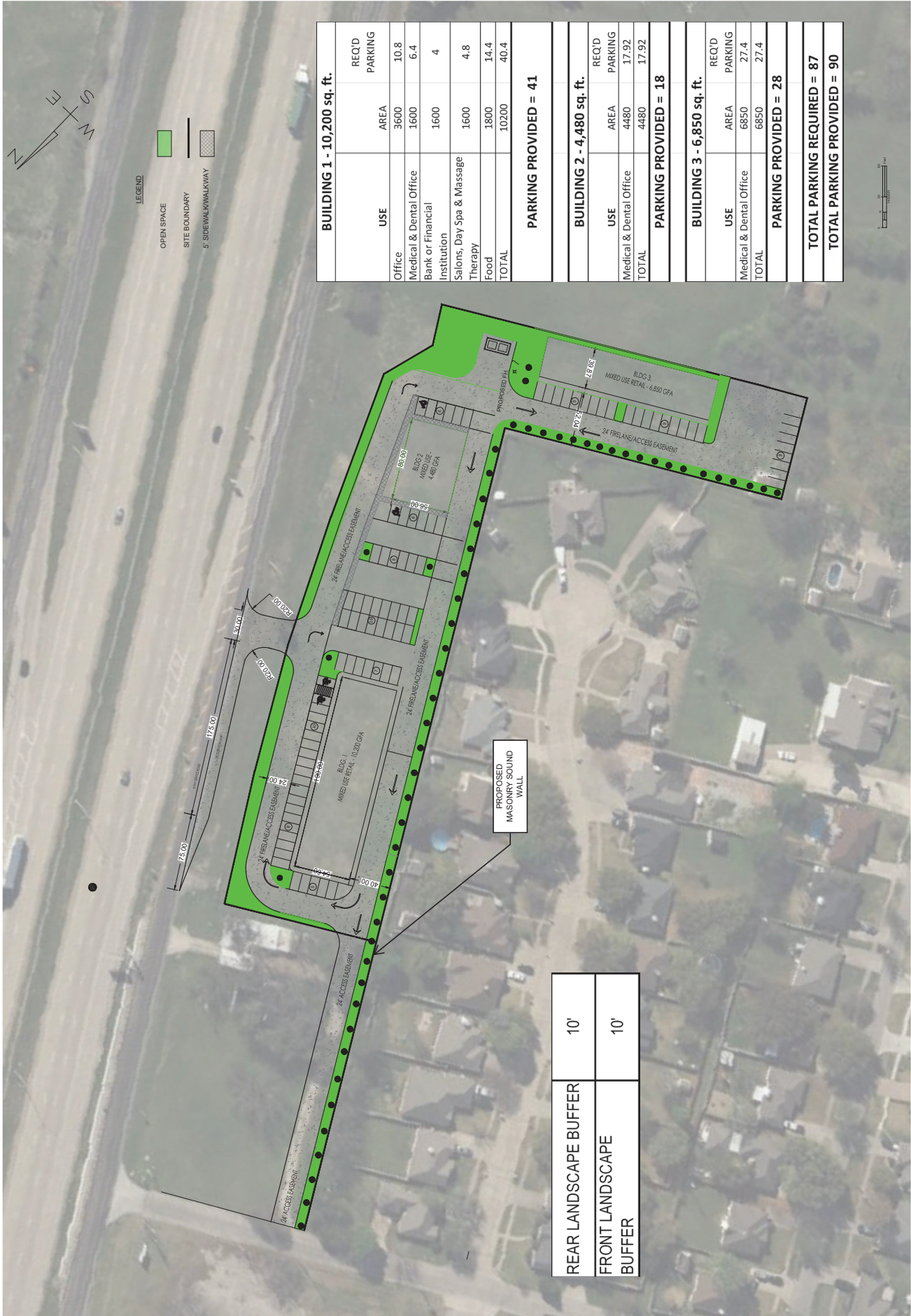
PROJECT NUMBER: 240372 DATE: MAY 20, 2025
REVISED DATE:
REVISION NOTES:
SHEET 1 OF 1

Current Zoning



Proposed Zoning







**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM**

DATE: AUGUST 19, 2025

**TO: CITY MANAGER
CITY COMMISSION**

FROM: PLANNING DEPARTMENT STAFF

RE: ZONING CHANGE – PLANNING CASE NO. ZAXA-25-11

Notification to Property Owners:

Out of **ten (10)** property owner notifications, **ONE (1)** were filed with an **"IN FAVOR OF"** vote and **SIX (6)** **"IN PROTEST AGAINST"** vote filed.

In accordance with the Ennis Unified Development Ordinance, Article 3, Sec. 3.3.1 (8) and Texas Local Government Code, Chapter 211, Sec. 211.006 (d), when protests contain the signature of the owner or the owners of 20% or more of: (1) of the total area of the land included within the boundaries of the proposed change, or (2) of the total area of land outside the boundaries of the proposed change but immediately adjoining and within 200 feet of any point of the land proposed to be changed; then a three-fourths (3/4) favorable vote of all City Commission members will be required for approval.

The total area of land **(66,587.02 square feet)** of those against the proposed zoning change reaches **37.80%** and therefore, this case **DOES** require a three-fourths (3/4) favorable vote of all City Commission members in order to be approved.

Jorge Barake

Jorge Barake | City Planner

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

City of Ennis
Inspection Services
Received

PID No. 186298

JUL 18 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.


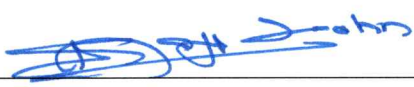
During the Public Hearings, the following request(s) will be considered:

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 0.097-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.
P&Z Case No.: ZAXA-25-11
Owner: Landmark Builders & Investments, LLC
Applicant: Civil Engineering Professionals, LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 23, 2025**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. When the protests received by the deadline date as stated above contain the signatures of the owner(s) of at least 20% of either: (1) the area of the lots or land covered by the proposed changes; or (2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, then the favorable vote of the City Commission shall change to a three-fourths (3/4) majority of the commissioners. Please complete and sign only the appropriate box below to indicate whether you are "In Favor Of" or "In Protest Against."

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;"> IN FAVOR OF</p> <p style="text-align: center;"></p> <p>Signature _____</p>	<p style="text-align: center;">_____ IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p>Print Name _____</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Signature _____</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

LANDMARK BUILDERS & INVESTMENTS LLC
1211 CANYON LAKE
GRAPEVINE TX 76051

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

City of Ennis
Inspection Services
Received

PID No. 186297

JUL 22 2025

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COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;"><u> </u> IN FAVOR OF</p> <p>Signature _____</p>	<p style="text-align: center;"><u>✓</u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p style="text-align: center;"><u>EVA LEE NASH</u></p> <p>Print Name</p> <p style="text-align: center;"><u><i>Eva Lee Nash</i></u> <u><i>Justin Kerek</i></u></p> <p>Signature</p> <p style="text-align: center;"><u>(Haughter)</u></p> <p>Print Name</p> <p>Signature _____</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

NASH EVA L L/E
1006 S MULBERRY
ENNIS TX 75119

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

PID No. 200481

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-25-11


Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

	IN FAVOR OF	 IN PROTEST AGAINST
Signature		I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.
		<u>Monte V. Morris</u> Print Name
		<u>Monte V. Morris</u> Signature
		<u>Monte V. Morris</u> Print Name
		<u>Monte V. Morris</u> Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov

MORRIS MONTE V
1002 OAK DR
ENNIS TX 75119

City of Ennis
Inspection Services
Received

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

JUL 23 2025

PID No. 200482

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on Monday, July 28, 2025 at 6:00 PM and the City Commission on Tuesday, August 19, 2025 at 6:00PM in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-25-11

Owner: Landmark Builders & Investments, LLC

Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

I'd like the parcel to remain as a
residential zone.

<p>____ IN FAVOR OF</p> <p>Signature _____</p>	<p><u>X</u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Melanie Tanner</u> Print Name</p> <p><u>Melanie Tanner</u> Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

TANNER BENJAMIN T & MELANIE P
1003 Oak Dr
Ennis TX 75119-0837

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

City of Ennis
Inspection Services
Received

PID No. 200484

JUL 15 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-25-11
Owner: Landmark Builders & Investments, LLC
Applicant: Civil Engineering Professionals, LLC

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COMMENTS (attach additional sheets if necessary):

See additional sheet.

<p style="text-align: center;"><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p style="text-align: center;"><u>✓</u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p style="text-align: center;"><u>Brenda Wickliffe</u> Print Name</p> <p style="text-align: center;"><u>Brenda Wickliffe</u> Signature</p> <p style="text-align: center;"><u>Gary Wickliffe</u> Print Name</p> <p style="text-align: center;"><u>Gary Wickliffe</u> Signature</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

WICKLIFFE GARY & BRENDA
1001 OAK DR
ENNIS TX 75119-0837

ZAXA - 25-11

City of Ennis
Inspection Services
Received

Listed below are reasons for not re-zoning to Commercial Corridor

JUL 15 2025

1. Garbage odor
2. Additional traffic:
Maybe difficult to turn onto East Burnett St. Oak Dr is a dead end street, so there is only one way in and out of the street.
Also potential for more wrong way driving on the I-45 service road.
3. Privacy:
Possible lack of privacy if multi story structure is built, people in the building will possibly be able to see in backyards.
If security cameras are installed, those could be recording in back yards.
4. Safety concerns:
Potential for the homeless to settle behind buildings.
Drug and alcohol related activity can occur behind buildings.
With increased traffic there is a higher possibility of traffic accidents.
5. Noise and Light Pollution.
6. Residential Property value may go down.

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

PID No. 231103

JUL 21 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 28, 2025 at 6:00 PM** and the City Commission on **Tuesday, August 19, 2025 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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COMMENTS (attach additional sheets if necessary):

<p><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p><u>✓</u> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p><u>Rebecca A. Hanson</u> Print Name</p> <p><u>Rebecca A. Hanson</u> Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p>
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PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS PLANNING AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov

HANSON REBECCA A L/E
1102 S MULBERRY ST
ENNIS TX 75119-6128

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-11

PID No. 200483

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COMMENTS (attach additional sheets if necessary):


<p style="text-align: center;"><u> </u> IN FAVOR OF</p> <p>_____ Signature</p>	<p style="text-align: center;"><input checked="" type="checkbox"/> IN PROTEST AGAINST</p> <p>I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.</p> <p style="text-align: center;"><u>Anthony Lawrence</u> Print Name</p> <p style="text-align: center;"><u>Anthony Lawrence</u> Signature</p> <p>_____ Print Name</p> <p>_____ Signature</p>
---	--

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108 W KNOX ST
ENNIS, TEXAS 75119


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E-MAIL TO
jbarake@ennistx.gov

LAWRENCE ANTHONY R
1002 S MULBERRY ST
ENNIS TX 75119




City Commission – Regular Session




Public Hearing

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 0.097-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

Case No. ZAXA-25-11



P&Z Case # ZAXA-25-11

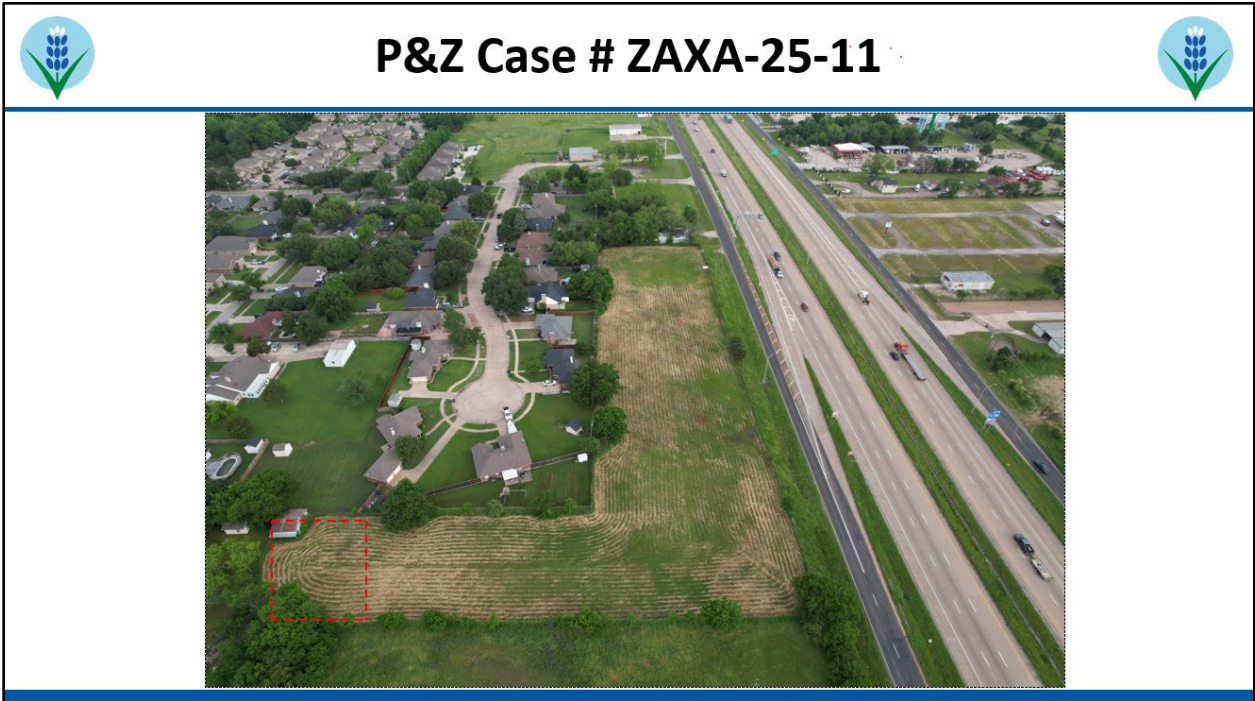
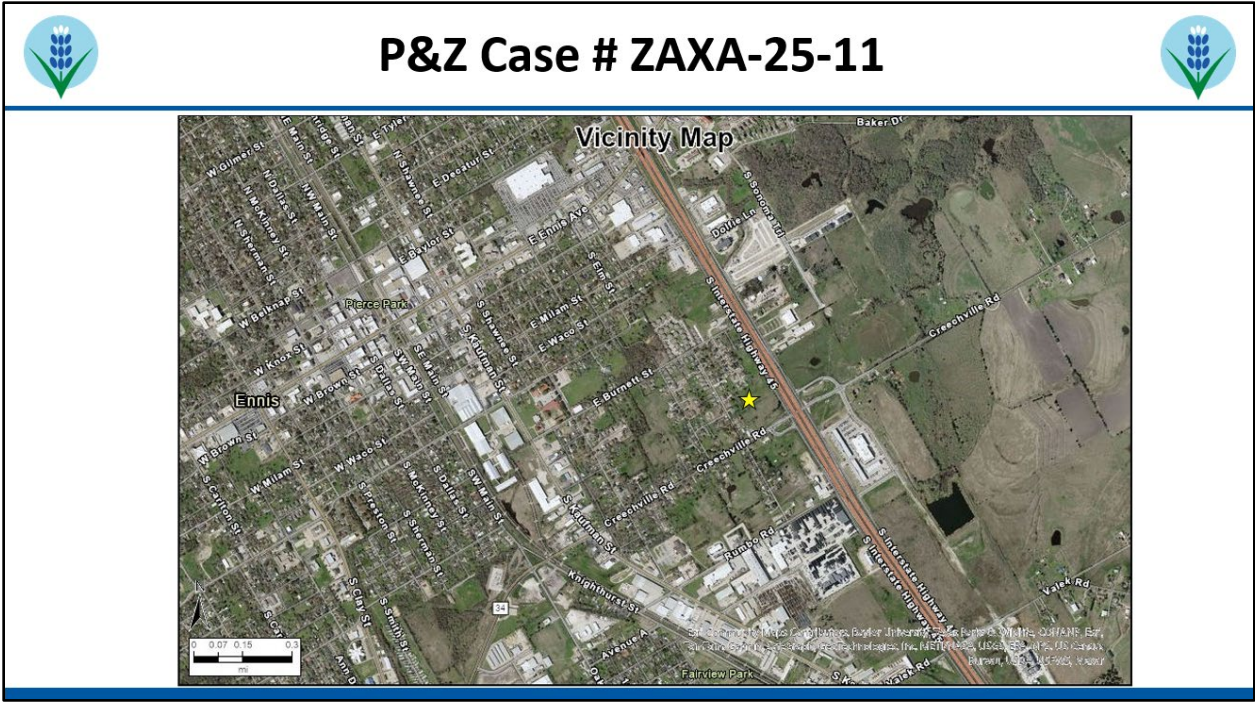


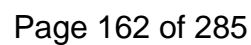
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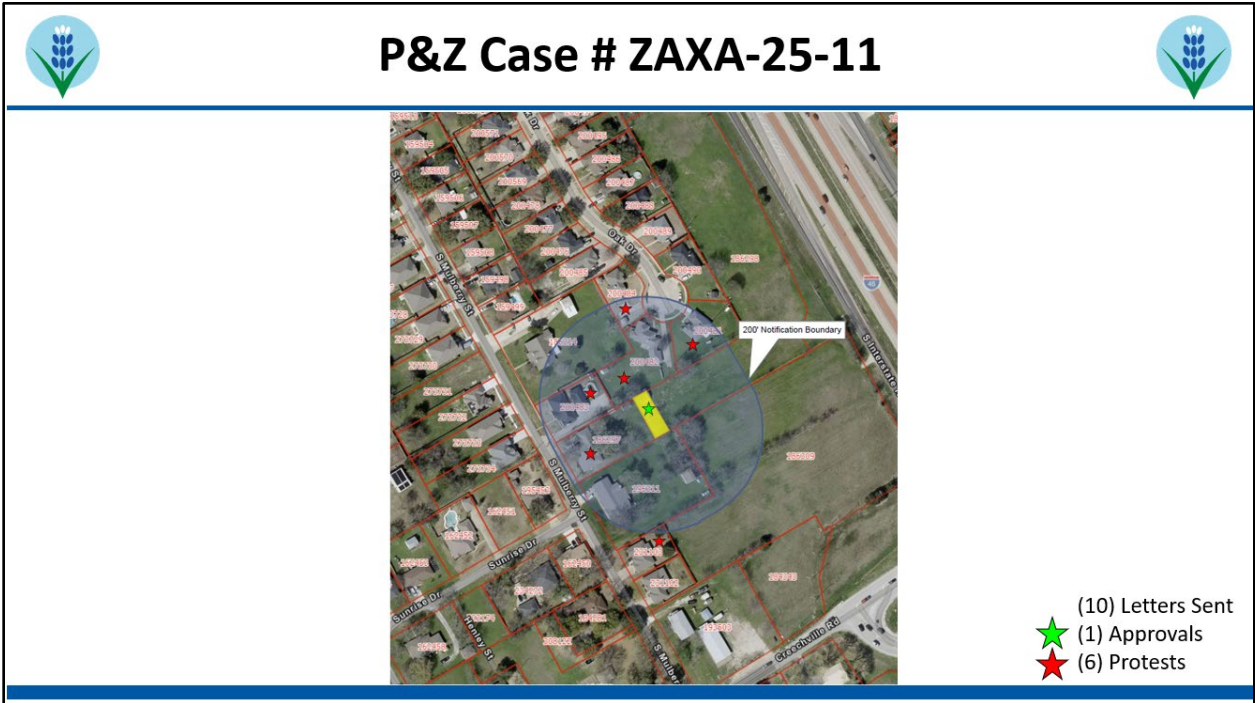
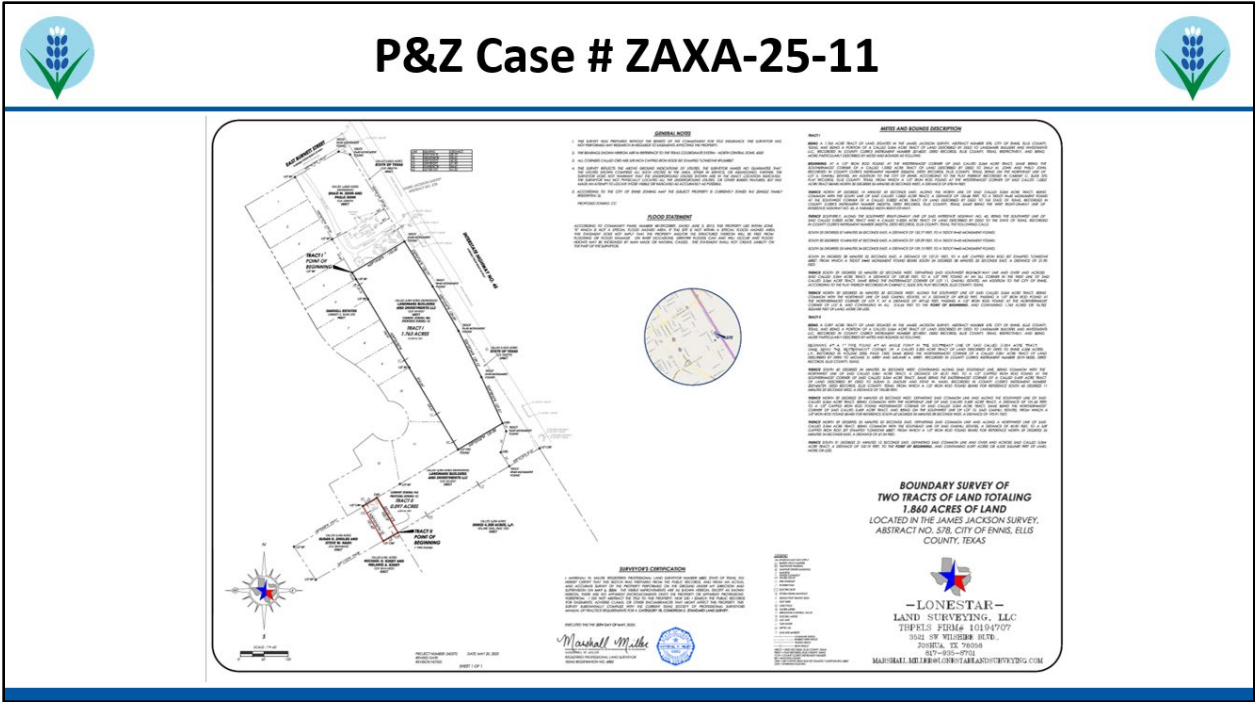
- Location: Ward 2
- Requested by: Civil Engineering Professionals, LLC
- From: “R-5” Single Family Residential-5
- To: “CC” Corridor Commercial
- For: 0.097 Acres
- Use: Future Commercial
- Notices: 10 Surrounding Property Owners Notified
 - 1 Voted “In Favor”
 - 6 Voted “In Protest”


Does Require Super Majority Vote

- Case heard by P&Z Commission on 7/28/2025
- P&Z approved the request (4 in favor, 2 against)











P&Z Case # ZAXA-25-11




Overview:

- Location: Ward 2
- Requested by: Civil Engineering Professionals, LLC
- From: "R-5" Single Family Residential-5
- To: "CC" Corridor Commercial
- For: 0.097 Acres
- Use: Future Commercial
- Notices: 10 Surrounding Property Owners Notified
 - 1 Voted "In Favor" *Does Require Super Majority Vote*
 - 6 Voted "In Protest"
- Case heard by P&Z Commission on 7/28/2025
- P&Z Commission approved the request (4 in favor, 2 against)

P&Z Commission Recommends Approval



City Commission – Regular Session



Public Hearing

Conduct a public hearing to discuss and consider a request for ZONING CHANGE from Single Family Residential-5 (R-5) to Corridor Commercial (CC) for an approximately 0.097-acre tract of land situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 1000-Block of S Interstate Highway 45 between the frontage road and Oakhill Estates subdivision. Portion of Ellis CAD ID 186298.

Case No. ZAXA-25-11

Details

Application Information

Applicant Name*	Type of Application*
Correen Robertson	Zoning
Subdivision Name	Property Type
	Residential
No. of Lots*	Acreage*
1	0.097
Current Use*	Proposed Use*
undeveloped	Commercial
Current Zoning*	Proposed Zoning*
R-5	CC - Corridor Commercial
Water/Sewer Service *	Are you using an Agent/Representative?*
City of Ennis	Yes
Reason for Request*	
a portion of proerty is zoned corridor commercial we wishto change the entire lot to commercial corridor	
Will you be using a Temporary Concrete Batch Plant? (Requires a Specific Use Permit)*	Will you be requesting a Public Improvement District (PID)?*
No	No

Owner Information

Owner Name	Owner Street Address
LandMark Builders	1211 Canyon Lake

Owner City, State Zip

Owner Telephone

Grapevine, TX 76051

Owner Email

rajmat2020@gmail.com

Agent/Representative Information

Firm Name *

Main Contact*

CEP

Correen C. Robertson

Address*

City, State Zip

4532 Lodestone Lane

Fort Worth, TX 76123

Telephone*

Email*

817-422-2290

correen@civilengineeringprofessionals.com

Signature

I HEREBY CERTIFY THAT THIS APPLICATION IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ENNIS UNIFIED DEVELOPMENT ORDINANCE, AS AMENDED, THAT PERTAIN TO THIS SUBMITTAL. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO HAVE THE APPLICANT, OWNER OR OTHER AUTHORIZED AGENT PRESENT AT THE PLANNING AND ZONING COMMISSION AND CITY COMMISSION MEETINGS. SHOULD AN AUTHORIZED PERSON NOT BE AT THE MEETING TO REPRESENT THE APPLICATION, I HEREBY REQUEST THAT CONSIDERATION OF THE ITEM BE CONTINUED TO A FUTURE DATE TO ALLOW AN AUTHORIZED PERSON THE OPPORTUNITY TO APPEAR AND PRESENT TESTIMONY. HOWEVER, I DO UNDERSTAND THAT THE CITY IS NOT OBLIGATED TO CONTINUE THIS REQUEST. I FURTHER UNDERSTAND THAT THIS REQUEST WILL BE PLACED ON THE APPROPRIATE PLANNING & ZONING COMMISSION AND CITY COMMISSION AGENDAS ONLY AFTER THE APPLICATION HAS BEEN DETERMINED TO BE COMPLETE. WHERE A CONCEPT PLAN, DEVELOPMENT PLAN, OR SITE PLAN IS SUBMITTED CONCURRENTLY WITH A ZONING CHANGE OR PLAT APPLICATION, I HEREBY REQUEST THAT THESE ITEMS BE PROCESSED CONCURRENTLY ON THE SAME AGENDA.

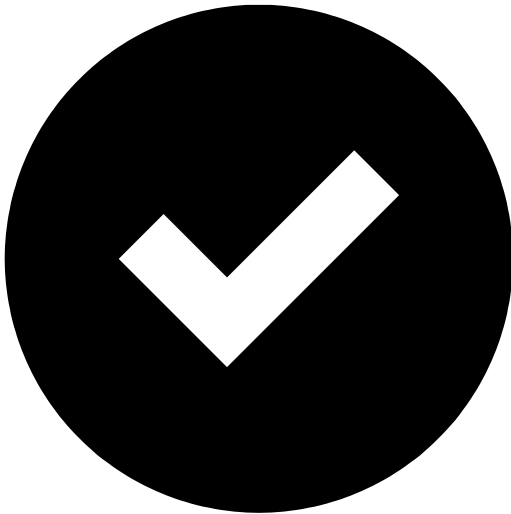
I ALSO UNDERSTAND THAT FEES PAID ARE NOT REFUNDABLE. IN ADDITION, I ALSO UNDERSTAND THAT BY MY SIGNATURE BELOW, I HAVE MADE A DECLARATION THAT THE PROPERTY UNDER CONSIDERATION IS OWNED BY THE PERSON(S) AS LISTED AND UNDERSTAND THAT THE CITY OF ENNIS HAS NO RESPONSIBILITY TO VERIFY SAID OWNERSHIP INFORMATION. I ALSO UNDERSTAND THAT AN APPEAL OF DEVELOPMENT DECISIONS CAN BE MADE IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE.

Applicant Signature*

Planning and Zoning Hearing Date

07/28/2025

Correen C.
Robertson
Jun 25, 2025



City Commission Hearing Date

08/19/2025



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 0.097 ACRE TRACT OF LAND FROM SINGLE FAMILY RESIDENTIAL-5 DISTRICT (R-5) TO CORRIDOR COMMERCIAL DISTRICT (CC), SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NO. 578, GENERALLY LOCATED IN THE 1000 BLOCK OF SOUTH INTERSTATE 45 BETWEEN THE FRONTAGE ROAD AND OAKHILL ESTATES SUBDIVISION IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, PORTION OF ELLIS CAD ID 186298; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING AN AMENDMENT; PROVIDING A ZONING MAP AMENDMENT; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Civil Engineering Professionals, LLC (“Applicant”), acting as authorized representative for the landowner, Landmark Builders and Investments, LLC, has requested to change the zoning classification from Single-Family Residential-5 District (R-5) to Corridor Commercial District (CC) on an approximate 0.097-acre tract of land, situated in the James Jackson Survey, Abstract No. 578, City of Ennis, Ellis County, Texas. Generally located in the 1000-Block of South Interstate Highway 45 between the frontage road and Oakhill Estates Subdivision, portion of Ellis CAD ID 186298 and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (the “Property”); and

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

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

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

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

SECTION 2. Amendment. The Unified Development Ordinance of the City of Ennis is hereby amended to change the zoning classification on the Property from Single-Family Residential-5 District (R-5) to Corridor Commercial District (CC). The Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but limited to building codes, fire codes and all accessibility standards as required by law.

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

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

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

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

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

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2025.

F.2.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

F.2.

**EXHIBIT “A”
LEGAL DESCRIPTION**

TRACT II

BEING A 0.097 ACRE TRACT OF LAND SITUATED IN THE JAMES JACKSON SURVEY, ABSTRACT NUMBER 578, CITY OF ENNIS, ELLIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 3.064 ACRE TRACT OF LAND DESCRIBED BY DEED TO LANDMARK BUILDERS AND INVESTMENTS LLC, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2014007, DEED RECORDS, ELLIS COUNTY, TEXAS, RESPECTIVELY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1" PIPE FOUND AT AN ANGLE POINT IN THE SOUTHEAST LINE OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE WESTERNMOST CORNER OF A CALLED 3.500 ACRE TRACT OF LAND DESCRIBED BY DEED TO ENNIS 4.208 ACRES, L.P., RECORDED IN VOLUME 2306, PAGE 1503, SAME BEING THE NORTHERNMOST CORNER OF A CALLED 0.861 ACRE TRACT OF LAND DESCRIBED BY DEED TO MICHAEL D. KIRBY AND MELANIE A. KIRBY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2019-18250, DEED RECORDS, ELLIS COUNTY, TEXAS;

THENCE SOUTH 60 DEGREES 24 MINUTES 36 SECONDS WEST, CONTINUING ALONG SAID SOUTHEAST LINE, BEING COMMON WITH THE NORTHWEST LINE OF SAID CALLED 0.861 ACRE TRACT, A DISTANCE OF 42.31 FEET, TO A 1/2" CAPPED IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF A CALLED 0.459 ACRE TRACT OF LAND DESCRIBED BY DEED TO SUSAN D. ZMOLEK AND STEVE W. NASH, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2021-26729, DEED RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 60 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 195.08 FEET;

THENCE NORTH 30 DEGREES 33 MINUTES 53 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE NORTHEAST LINE OF SAID CALLED 0.459 ACRE TRACT, A DISTANCE OF 101.45 FEET, TO A 1/2" CAPPED IRON ROD FOUND WESTERNMOST CORNER OF SAID CALLED 3.064 ACRE TRACT, SAME BEING THE NORTHERNMOST CORNER OF SAID CALLED 0.459 ACRE TRACT, AND BEING ON THE SOUTHWEST LINE OF LOT 12, SAID OAKHILL ESTATES, FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE SOUTH 60 DEGREES 04 MINUTES 08 SECONDS WEST, A DISTANCE OF 193.91 FEET;

THENCE NORTH 59 DEGREES 25 MINUTES 02 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG A NORTHWEST LINE OF SAID CALLED 3.064 ACRE TRACT, BEING COMMON WITH THE SOUTHEAST LINE OF SAID OAKHILL ESTATES, A DISTANCE OF 40.90 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882", FROM WHICH A 1/2" IRON ROD FOUND BEARS FOR REFERENCE NORTH 59 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 67.54 FEET;

THENCE SOUTH 31 DEGREES 21 MINUTES 12 SECONDS EAST, DEPARTING SAID COMMON LINE AND OVER AND ACROSS SAID CALLED 3.064 ACRE TRACT, A DISTANCE OF 102.19 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 0.097 ACRES OR 4,235 SQUARE FEET OF LAND, MORE OR LESS.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Conduct a Public Hearing for the City of Ennis FY 2026 Proposed Budget.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: Finance
Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

State Law Requires a Public Hearing on the FY 2026 Proposed Budget. Notice of the Hearing has been posted on the City's Website and in the Ennis Daily Newspaper for August 19th.

There will be a Presentation of the FY 2026 Proposed Budget during this meeting. Attached to this agenda item is the FY 2026 Proposed Budget Detail Proposed Budget at the Fund Level. The Proposed Budget will be presented for approval at a meeting of the City Commission on September 2, 2025.

ATTACHMENTS:

[Budget Detail for Proposed Budget Hearing](#)

[FY 2026 City of Ennis and Ennis Economic Development Corporation Budget Hearing Notice](#)



FY 2026
**PROPOSED
BUDGET**



ENNIS
TEXAS

The bluebonnet spirit of Texas



City of Ennis Adopted Budget for the Fiscal Year October 1, 2025 – September 30, 2026

This budget will raise more total property taxes than last year's budget by \$2,185,820 or 10% and of that amount \$437,795 is tax revenue to be raised from new property added to the tax roll this year.

Tax Rate	FY 2026 Adopted	FY 2025 Adopted
Property Tax Rate	\$0.680708	\$0.664000
No-New Revenue Rate	\$0.638865	\$0.665661
No-New Revenue Rate M&O	\$0.402126	\$0.417968
Voter Approval Rate	\$0.680708	\$0.681658
Debt Rate	\$0.247800	\$0.249062
Total Amount of Municipal Debt Obligations	\$171,065,889	

Description	FY 2026 Adopted	FY 2025 Adopted
Public Notices Required by law	\$20,000	\$20,000
Lobbying Services	\$0	\$0



PROPOSED ANNUAL OPERATING BUDGET

**Ennis, Texas
Fiscal Year**

October 1, 2025 through September 30, 2026

Mayor

Kameron Raburn

Mayor Pro Tem

Lynda Isbell

Commission Members

Ward 1 Cathy Falkenbach

Ward 2 Bruce Jones

Ward 3 Scott Hejny

Ward 4 Shirley Watson

Ward 5 Eric Pierce

City Manager

Andrea Weckmueller-Behringer

Budget Prepared By:

Finance Department

FY 2026 Proposed Budget

F.3.

General Fund Revenue		
Account Number	Account Name	FY 2026 Proposed Budget
001-N/A-30010	Current Levy	13,935,683
001-N/A-30020	Delinquent Taxes	118,692
001-N/A-30030	Penalty & Interest	115,000
001-N/A-31010	Sales Tax	5,279,654
001-N/A-31060	Mixed Drink Tax	95,000
001-N/A-32010	Licenses & Permits	4,787
001-N/A-32011	Food Establishment Permit	45,163
001-N/A-32012	Temporary Event Permit	6,500
001-N/A-32020	Occupational Permit&Licen	500
001-N/A-32040	Misc. Permits	5,500
001-N/A-32050	Building Permits	1,000,000
001-N/A-32060	Electrical Permits	11,000
001-N/A-32070	Plumbing Permits	9,009
001-N/A-32080	Mechanical Permits	2,000
001-N/A-32081	Rental Inspection Revenue	69,748
001-N/A-32087	Library Office Revenue	9,892
001-N/A-32088	Museum Adm Fee	1,000
001-N/A-32089	Event Fees	115,000
001-N/A-32090	Sign Permits	10,000
001-N/A-32110	Replat Fee	600
001-N/A-32150	Recreation Fees	44,000
001-N/A-32160	Subdivision Plat Fee	2,295
001-N/A-32170	CC Processing Fees	7,000
001-N/A-32180	Library Fines	2,500
001-N/A-32190	Zoning Fees	2,500
001-N/A-33020	Municipal Court Fines	245,000
001-N/A-33200	Payment Plan	4,000
001-N/A-33290	CS2 Child Safety	1,500
001-N/A-33310	Court State Service Fees	900
001-N/A-34020	Interest on Investments	250,000
001-N/A-35050	Miscellaneous	275,000
001-N/A-35089	Museum Gift Shop	1,000
001-N/A-35110	9-1-1 Telephone	145,000
001-N/A-35130	Leased Property	145,000
001-N/A-35220	Insurance Proceeds	250,000
001-N/A-35260	Bluebonnet Event Room	1,500
001-N/A-35630	Payments in Lieu of Taxes	35,000
001-N/A-35650	Liens Collected	150,000
001-N/A-36063	Fire Department TIFMAS Training Grant	250,000
001-N/A-37130	Electric Franchise	1,250,000
001-N/A-37140	Gas Franchise	550,000
001-N/A-37150	Telephone Franchise	40,000
001-N/A-37180	Cable TV Franchise	150,000
001-N/A-39082	Library Grants	2,000
001-N/A-50000	Transfer In	6,502,636
Total General Fund Revenue		31,141,559

FY 2026 Proposed Budget

F.3.

General Fund Departments	
Departments Name	FY 2026 Proposed Budget
Administration	997,846
City Secretary	395,680
Communications & Marketing	401,461
Downtown Development	318,000
EDC	457,145
Emergency Management	27,500
Finance	729,674
Fire Admin	6,947,061
Fleet Services	383,493
Health	709,032
Human Resources	598,984
Information Technology	369,783
Library	597,429
Municipal Court	371,249
Non-Departmental	2,766,711
Parks and Recreation	1,488,216
Planning, Development, & Inspection	1,045,803
Police Admin	8,448,448
Public Works	382,910
Railroad Museum	44,226
Street	1,357,785
	28,849,936
Transfers Out	875,320
Total General Fund Expenditures	29,725,256

Departments Name	Account Number	Account Name	FY 2026 Proposed Budget
Administration	001-101-41010	Salaries and Wages	670,459
	001-101-41040	Longevity	5,900
	001-101-41050	Certification Pay	360
	001-101-41060	Car Allowance	4,200
	001-101-41070	Cell Phone Allowance	2,800
	001-101-41080	Incentive Pay	3,000
	001-101-41501	Employee Retirement	127,529
	001-101-41502	FICA	52,476
	001-101-41503	Unemployment Insurance	340
	001-101-41505	Employee Insurance	96,829
	001-101-42010	Office Supplies	1,200
	001-101-42030	Food Supplies	1,800
	001-101-43040	Machinery, Tools & Equipment Maintenance	5,000
	001-101-44040	Other Services	600
	001-101-47007	Training and Travel	13,700
	001-101-47120	Dues & Subscriptions	11,653
Administration Total			997,846

FY 2026 Proposed Budget

F.3.

Departments Name	Account Number	Account Name	FY 2026 Proposed Budget
City Secretary	001-100-41010	Salaries and Wages	212,041
	001-100-41040	Longevity	1,600
	001-100-41050	Certification Pay	1,200
	001-100-41060	Car Allowance	6,000
	001-100-41070	Cell Phone Allowance	1,200
	001-100-41080	Incentive Pay	1,000
	001-100-41501	Employee Retirement	41,444
	001-100-41502	FICA	17,063
	001-100-41503	Unemployment Insurance	128
	001-100-41505	Employee Insurance	23,564
	001-100-42010	Office Supplies	1,500
	001-100-42030	Food Supplies	3,000
	001-100-42060	Small Tools and Equipment	300
	001-100-44043	Contract Services	43,665
	001-100-44048	Filing Fees	2,000
	001-100-44050	Advertising	2,075
	001-100-44110	Election Costs	6,500
	001-100-47006	Commission Compensation	10,000
	001-100-47007	Training and Travel	17,500
	001-100-47120	Dues & Subscriptions	1,060
	001-100-47141	Miscellaneous	2,840
City Secretary Total			395,680
Communications & Marketing	001-103-41010	Salaries and Wages	274,000
	001-103-41040	Longevity	1,300
	001-103-41070	Cell Phone Allowance	1,200
	001-103-41080	Incentive Pay	1,500
	001-103-41501	Employee Retirement	51,656
	001-103-41502	FICA	21,267
	001-103-41503	Unemployment Insurance	192
	001-103-41505	Employee Insurance	35,346
	001-103-44050	Advertising	15,000
Communications & Marketing Total			401,461
	001-102-44043	Contract Services	318,000
Downtown Development Total			318,000
EDC	001-112-41010	Salaries and Wages	298,414
	001-112-41040	Longevity	800
	001-112-41080	Incentive Pay	1,500
	001-112-41501	Employee Retirement	55,876
	001-112-41502	FICA	23,005
	001-112-41503	Unemployment Insurance	192
	001-112-41505	Employee Insurance	77,358
EDC Total			457,145

FY 2026 Proposed Budget

Emergency Management	001-256-42010	Office Supplies	1,000
	001-256-43040	Machinery, Tools & Equipment Maintenance	1,000
	001-256-44043	Contract Services	17,000
	001-256-47007	Training and Travel	5,500
	001-256-47120	Dues & Subscriptions	3,000
Emergency Management Total			27,500
Finance	001-111-41010	Salaries and Wages	506,917
	001-111-41040	Longevity	900
	001-111-41070	Cell Phone Allowance	1,200
	001-111-41080	Incentive Pay	2,500
	001-111-41501	Employee Retirement	95,045
	001-111-41502	FICA	39,132
	001-111-41503	Unemployment Insurance	320
	001-111-41505	Employee Insurance	58,910
	001-111-42010	Office Supplies	3,200
	001-111-42030	Food Supplies	1,000
	001-111-47007	Training and Travel	18,500
	001-111-47120	Dues & Subscriptions	2,050
Finance Total			729,674
Fire Admin	001-255-41010	Salaries and Wages	4,077,318
	001-255-41030	Overtime	96,244
	001-255-41031	Extra Shift Overtime	160,000
	001-255-41040	Longevity	43,700
	001-255-41050	Certification Pay	49,440
	001-255-41070	Cell Phone Allowance	3,600
	001-255-41080	Incentive Pay	21,500
	001-255-41501	Employee Retirement	779,577
	001-255-41502	FICA	320,961
	001-255-41503	Unemployment Insurance	2,752
	001-255-41505	Employee Insurance	902,249
	001-255-42001	Furniture Fixtures & Office Equipment	3,220
	001-255-42010	Office Supplies	1,500
	001-255-42020	Fuel Supplies	35,500
	001-255-42030	Food Supplies	8,000
	001-255-42040	Wearing Apparel	73,750
	001-255-42060	Small Tools and Equipment	3,715
	001-255-42070	Janitorial Supplies	6,000
	001-255-42080	Chemical, Medical and Surgical Supplies	6,500
	001-255-42090	Educational Supplies	2,750
	001-255-43020	Building & Structural Mai	6,000
	001-255-43030	Motor Vehicle Maintenance	70,000
	001-255-43040	Machinery, Tools & Equipment Maintenance	33,975
	001-255-43052	Software and Hardware Maintenance	500
	001-255-44040	Other Services	1,000
	001-255-44043	Contract Services	139,500
	001-255-44070	Rentals	4,000
	001-255-44090	Light & Power	19,826
	001-255-44100	Natural Gas	7,539
	001-255-47007	Training and Travel	38,100
	001-255-47120	Dues & Subscriptions	22,345
	001-255-47130	Permits & Licenses	6,000
Fire Admin Total			6,947,061

FY 2026 Proposed Budget

F3.

Fleet Services	001-117-41010	Salaries and Wages	237,945
	001-117-41040	Longevity	300
	001-117-41080	Incentive Pay	1,500
	001-117-41501	Employee Retirement	44,548
	001-117-41502	FICA	18,341
	001-117-41503	Unemployment Insurance	192
	001-117-41505	Employee Insurance	38,926
	001-117-42001	Furniture Fixtures & Office Equipment	500
	001-117-42010	Office Supplies	500
	001-117-42020	Fuel Supplies	6,650
	001-117-42030	Food Supplies	500
	001-117-42040	Wearing Apparel	2,800
	001-117-42060	Small Tools and Equipment	3,000
	001-117-42070	Janitorial Supplies	500
	001-117-42080	Chemical, Medical and Surgical Supplies	500
	001-117-43020	Building & Structural Mai	1,500
	001-117-43030	Motor Vehicle Maintenance	1,500
	001-117-43040	Machinery, Tools & Equipment Maintenance	3,000
	001-117-44043	Contract Services	8,000
	001-117-44090	Light & Power	2,985
	001-117-44100	Natural Gas	5,306
	001-117-46020	Building & Structures	500
	001-117-47007	Training and Travel	4,000
Fleet Services Total			383,493
Health	001-309-41010	Salaries and Wages	391,209
	001-309-41040	Longevity	4,600
	001-309-41050	Certification Pay	600
	001-309-41070	Cell Phone Allowance	1,200
	001-309-41080	Incentive Pay	3,000
	001-309-41501	Employee Retirement	74,438
	001-309-41502	FICA	30,647
	001-309-41503	Unemployment Insurance	384
	001-309-41505	Employee Insurance	131,260
	001-309-42001	Furniture Fixtures & Office Equipment	500
	001-309-42002	Software and Hardware	500
	001-309-42010	Office Supplies	2,000
	001-309-42020	Fuel Supplies	9,000
	001-309-42040	Wearing Apparel	500
	001-309-42060	Small Tools and Equipment	500
	001-309-42080	Chemical, Medical and Surgical Supplies	1,000
	001-309-43020	Building & Structural Mai	1,500
	001-309-43030	Motor Vehicle Maintenance	3,350
	001-309-43040	Machinery, Tools & Equipment Maintenance	150
	001-309-44020	Postage	500
	001-309-44043	Contract Services	40,000
	001-309-44070	Rentals	3,200
	001-309-44090	Light & Power	1,049
	001-309-44100	Natural Gas	945
	001-309-47007	Training and Travel	5,000
	001-309-47120	Dues & Subscriptions	1,000
	001-309-47130	Permits & Licenses	1,000
Health Total			709,032

FY 2026 Proposed Budget

Human Resources	001-115-41010	Salaries and Wages	376,632
	001-115-41040	Longevity	1,700
	001-115-41070	Cell Phone Allowance	1,200
	001-115-41080	Incentive Pay	2,000
	001-115-41501	Employee Retirement	70,893
	001-115-41502	FICA	29,188
	001-115-41503	Unemployment Insurance	256
	001-115-41505	Employee Insurance	69,760
	001-115-42002	Software and Hardware	15,524
	001-115-42010	Office Supplies	3,389
	001-115-42030	Food Supplies	1,000
	001-115-44020	Postage	150
	001-115-44040	Other Services	1,360
	001-115-44043	Contract Services	7,800
	001-115-47007	Training and Travel	8,680
	001-115-47016	Tuition Reimbursement	7,500
	001-115-47120	Dues & Subscriptions	1,952
Human Resources Total			598,984
Information Technology	001-114-42002	Software and Hardware	29,000
	001-114-43052	Software and Hardware Maintenance	111,600
	001-114-44010	Telephone / Internet / IT Support	223,683
	001-114-44043	Contract Services	5,500
Information Technology Total			369,783
Library	001-510-41010	Salaries and Wages	386,050
	001-510-41040	Longevity	6,900
	001-510-41070	Cell Phone Allowance	1,200
	001-510-41080	Incentive Pay	2,750
	001-510-41501	Employee Retirement	59,324
	001-510-41502	FICA	30,363
	001-510-41503	Unemployment Insurance	256
	001-510-41505	Employee Insurance	42,616
	001-510-42001	Furniture Fixtures & Office Equipment	1,000
	001-510-42010	Office Supplies	5,000
	001-510-42060	Small Tools and Equipment	100
	001-510-42410	Books	35,000
	001-510-43020	Building & Structural Mai	807
	001-510-43052	Software and Hardware Maintenance	2,700
	001-510-44040	Other Services	250
	001-510-44043	Contract Services	4,530
	001-510-44070	Rentals	7,000
	001-510-44090	Light & Power	7,410
	001-510-44100	Natural Gas	2,738
	001-510-47007	Training and Travel	570
	001-510-47120	Dues & Subscriptions	865
Library Total			597,429

FY 2026 Proposed Budget

Municipal Court	001-204-41010	Salaries and Wages	221,019
	001-204-41040	Longevity	1,900
	001-204-41050	Certification Pay	1,680
	001-204-41080	Incentive Pay	1,750
	001-204-41501	Employee Retirement	33,684
	001-204-41502	FICA	17,316
	001-204-41503	Unemployment Insurance	192
	001-204-41505	Employee Insurance	50,708
	001-204-42010	Office Supplies	1,000
	001-204-44040	Other Services	21,000
	001-204-44041	Legal Services	7,900
	001-204-44043	Contract Services	7,000
	001-204-47007	Training and Travel	5,710
	001-204-47120	Dues & Subscriptions	390
Municipal Court Total			371,249
Non-Departmental	001-811-41700	Salary Savings	-250,000
	001-811-42010	Office Supplies	4,000
	001-811-42040	Wearing Apparel	15,000
	001-811-42070	Janitorial Supplies	15,000
	001-811-43020	Building & Structural Mai	50,000
	001-811-43052	Software and Hardware Maintenance	300,300
	001-811-44010	Telephone / Internet / IT Support	300,000
	001-811-44020	Postage	25,000
	001-811-44040	Other Services	15,000
	001-811-44041	Legal Services	200,000
	001-811-44043	Contract Services	442,440
	001-811-44044	Audit Services	55,000
	001-811-44062	Risk Insurance	390,000
	001-811-44070	Rentals	39,800
	001-811-44090	Light & Power	10,000
	001-811-44100	Natural Gas	1,000
	001-811-46020	Building & Structures	16,000
	001-811-46030	Motor Vehicles	33,671
	001-811-47101	Contingency	50,000
	001-811-47120	Dues & Subscriptions	4,500
	001-811-47141	Miscellaneous	50,000
	001-811-47155	Refunds	1,015,000
Non-Departmental Total			2,778,211

FY 2026 Proposed Budget

Parks and Recreation	001-512-41010	Salaries and Wages	581,494
	001-512-41040	Longevity	5,600
	001-512-41050	Certification Pay	600
	001-512-41070	Cell Phone Allowance	1,200
	001-512-41080	Incentive Pay	5,500
	001-512-41501	Employee Retirement	110,445
	001-512-41502	FICA	45,472
	001-512-41503	Unemployment Insurance	704
	001-512-41505	Employee Insurance	140,451
	001-512-42010	Office Supplies	400
	001-512-42020	Fuel Supplies	20,000
	001-512-42030	Food Supplies	300
	001-512-42040	Wearing Apparel	3,200
	001-512-42060	Small Tools and Equipment	3,500
	001-512-42070	Janitorial Supplies	15,000
	001-512-43010	Land Maintenance	55,863
	001-512-43020	Building & Structural Mai	30,000
	001-512-43030	Motor Vehicle Maintenance	10,000
	001-512-43040	Machinery, Tools & Equipment Maintenance	13,000
	001-512-44043	Contract Services	330,000
	001-512-44070	Rentals	3,000
	001-512-44090	Light & Power	59,614
	001-512-44100	Natural Gas	1,373
	001-512-47004	Umpires / Score Keepers	22,000
	001-512-47007	Training and Travel	4,000
	001-512-47081	Park Improvements	25,000
	001-512-47120	Dues & Subscriptions	500
Parks and Recreation Total			1,488,216
Planning, Development, & Inspection	001-108-41010	Salaries and Wages	615,520
	001-108-41040	Longevity	8,700
	001-108-41050	Certification Pay	5,160
	001-108-41070	Cell Phone Allowance	1,200
	001-108-41080	Incentive Pay	4,000
	001-108-41501	Employee Retirement	117,912
	001-108-41502	FICA	48,546
	001-108-41503	Unemployment Insurance	512
	001-108-41505	Employee Insurance	170,186
	001-108-42001	Furniture Fixtures & Office Equipment	2,000
	001-108-42002	Software and Hardware	3,700
	001-108-42010	Office Supplies	4,500
	001-108-42020	Fuel Supplies	5,400
	001-108-42030	Food Supplies	1,500
	001-108-42040	Wearing Apparel	500
	001-108-42060	Small Tools and Equipment	2,500
	001-108-43020	Building & Structural Mai	4,000
	001-108-43030	Motor Vehicle Maintenance	700
	001-108-43052	Software and Hardware Maintenance	2,500
	001-108-44020	Postage	8,000
	001-108-44043	Contract Services	2,000
	001-108-44050	Advertising	3,000
	001-108-44070	Rentals	3,000

FY 2026 Proposed Budget

E.3.	001-108-44090	Light & Power	10,767
	001-108-44100	Natural Gas	4,000
	001-108-47007	Training and Travel	10,000
	001-108-47120	Dues & Subscriptions	6,000
Planning, Development, & Inspection Total			1,045,803

Police Admin	001-203-41010	Salaries and Wages	4,837,599
	001-203-41030	Overtime	265,000
	001-203-41040	Longevity	43,900
	001-203-41050	Certification Pay	43,320
	001-203-41070	Cell Phone Allowance	2,400
	001-203-41080	Incentive Pay	29,500
	001-203-41501	Employee Retirement	921,008
	001-203-41502	FICA	379,189
	001-203-41503	Unemployment Insurance	3,776
	001-203-41505	Employee Insurance	1,161,849
	001-203-42001	Furniture Fixtures & Office Equipment	1,600
	001-203-42002	Software and Hardware	10,000
	001-203-42010	Office Supplies	5,000
	001-203-42020	Fuel Supplies	99,000
	001-203-42030	Food Supplies	6,000
	001-203-42031	Detention Food Supplies	2,000
	001-203-42040	Wearing Apparel	36,000
	001-203-42060	Small Tools and Equipment	3,000
	001-203-42100	Traffic Markers & Materials	1,500
	001-203-42110	Other Supplies	4,500
	001-203-43020	Building & Structural Mai	4,000
	001-203-43030	Motor Vehicle Maintenance	75,000
	001-203-43040	Machinery, Tools & Equipment Maintenance	4,000
	001-203-44020	Postage	800
	001-203-44040	Other Services	3,500
	001-203-44043	Contract Services	413,877
	001-203-44046	Detention Medical Services	2,000
	001-203-44070	Rentals	7,998
	001-203-44080	Prisoner Support	1,500
	001-203-44090	Light & Power	17,807
	001-203-44100	Natural Gas	3,825
	001-203-46040	Machinery Tools & Equipment	5,000
	001-203-47007	Training and Travel	50,000
	001-203-47120	Dues & Subscriptions	3,000
Police Admin Total			8,448,448

FY 2026 Proposed Budget

Public Works	001-313-41010	Salaries and Wages	237,116
	001-313-41040	Longevity	2,900
	001-313-41050	Certification Pay	600
	001-313-41070	Cell Phone Allowance	1,200
	001-313-41080	Incentive Pay	1,000
	001-313-41501	Employee Retirement	45,118
	001-313-41502	FICA	18,576
	001-313-41503	Unemployment Insurance	128
	001-313-41505	Employee Insurance	42,121
	001-313-42001	Furniture Fixtures & Office Equipment	500
	001-313-42010	Office Supplies	1,500
	001-313-42020	Fuel Supplies	1,200
	001-313-42030	Food Supplies	3,377
	001-313-42040	Wearing Apparel	200
	001-313-43020	Building & Structural Mai	5,500
	001-313-43030	Motor Vehicle Maintenance	500
	001-313-43052	Software and Hardware Maintenance	650
	001-313-44070	Rentals	3,500
	001-313-44090	Light & Power	10,724
	001-313-47007	Training and Travel	4,500
	001-313-47120	Dues & Subscriptions	2,000
Public Works Total			382,910
Railroad Museum	001-511-41010	Salaries and Wages	28,260
	001-511-41080	Incentive Pay	500
	001-511-41502	FICA	2,201
	001-511-42001	Furniture Fixtures & Office Equipment	600
	001-511-42010	Office Supplies	300
	001-511-42110	Other Supplies	3,500
	001-511-43020	Building & Structural Mai	2,947
	001-511-44040	Other Services	80
	001-511-44043	Contract Services	600
	001-511-44050	Advertising	900
	001-511-44090	Light & Power	1,992
	001-511-44100	Natural Gas	2,346
Railroad Museum Total			44,226

FY 2026 Proposed Budget

Street	001-316-41010	Salaries and Wages	538,901
	001-316-41040	Longevity	3,100
	001-316-41050	Certification Pay	4,200
	001-316-41080	Incentive Pay	5,500
	001-316-41501	Employee Retirement	102,512
	001-316-41502	FICA	42,206
	001-316-41503	Unemployment Insurance	704
	001-316-41505	Employee Insurance	182,462
	001-316-42010	Office Supplies	500
	001-316-42020	Fuel Supplies	40,000
	001-316-42030	Food Supplies	2,000
	001-316-42040	Wearing Apparel	9,000
	001-316-42060	Small Tools and Equipment	14,044
	001-316-42080	Chemical, Medical and Surgical Supplies	300
	001-316-42100	Traffic Markers & Materials	15,000
	001-316-43020	Building & Structural Mai	250
	001-316-43030	Motor Vehicle Maintenance	28,550
	001-316-43040	Machinery, Tools & Equipment Maintenance	15,000
	001-316-43070	Street & Roadway Maintenance	17,500
	001-316-43090	Traffic Signal Maintenance	23,000
	001-316-44043	Contract Services	105,200
	001-316-44050	Advertising	500
	001-316-44090	Light & Power	189,356
	001-316-47007	Training and Travel	18,000
Street Total			1,357,785
Transfers Out	001-000-60000	Transfer Out	875,320
Transfers Total			875,320

Quality Incentive Payment Program (QIPP) Fund Revenue			
Departments Name	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	002-N/A-34020	Interest on Investments	125,000
	002-N/A-35240	Line of Credit Revenue	1,740,620
Total QIPP Revenue			1,865,620
Quality Incentive Payment Program (QIPP) Fund Expenditures			
Non-Departmental	002-811-44041	Legal Services	50,000
	002-811-44043	Contract Services	750,000
	002-811-44044	Audit Services	20,000
	002-811-60000	Transfer Out	1,300,000
Total QIPP Expenditures			2,120,000

FY 2026 Proposed Budget

F.3. Debt Service Fund Revenue			
	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	005-N/A-30010	Current Levy	7,976,896
	005-N/A-30020	Delinquent Taxes	47,477
	005-N/A-30030	Penalty & Interest	71,215
	005-N/A-34020	Interest on Investments	18,000
	005-N/A-50000	Transfer In	700,438
Total Debt Service Revenue			8,814,026
Debt Service Fund Expenditures			
Expenditures	005-711-49100	2019 CO - Principle	425,000
	005-711-49101	2019 CO - Interest	275,438
	005-711-49102	2019A CO - Principle	705,000
	005-711-49103	2019A CO -Interest	471,213
	005-711-49450	2014 Series (Cert Of Obl)- Principle	315,000
	005-711-49451	2014 Series Cert of Obl-Interest	105,988
	005-711-49470	2016 GO Refunding Bonds- Principle	180,000
	005-711-49471	2016 Cert of Oblig- Principle	180,000
	005-711-49472	2017 Cert of Oblig- Principle	245,000
	005-711-49474	2016 GO Ref Bond-Interest	6,444
	005-711-49475	2016 Cert of Oblig-Interest	22,695
	005-711-49477	2017 Cert of Oblig-Interest	141,050
	005-711-49478	2018 Certificate of Oblig - Principle	70,000
	005-711-49479	2018 Cert of Oblig-Interest	39,000
	005-711-49480	2015 Cert of Obligation- Principle	250,000
	005-711-49484	2015 Cert of Oblig-Interest	81,963
	005-711-49602	2020 CO Principle	660,000
	005-711-49603	2020 CO Interest	561,450
	005-711-49604	2022 CO Principle	460,000
	005-711-49605	2022 CO Interest	506,100
	005-711-49606	2022 TWDB Bond	120,000
	005-711-49607	2024 CO Principle	1,765,000
	005-711-49608	2024 CO Interest	1,684,725
Total Debt Service Expenditures			9,271,066

FY 2026 Proposed Budget

F.3. Economic Development Corporation (EDC) Fund Revenue			
	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	101-N/A-31010	Sales Tax	2,622,046
	101-N/A-34020	Interest on Investments	15,000
	101-N/A-34101	Interest On Investment- Edc Cds	120,000
	101-N/A-34102	Interest On Investment- Edc Texpool	125,000
	101-N/A-35130	Leased Property	14,600
Total EDC Revenue			2,896,646
Economic Development Corporation (EDC) Fund Expenditures			
EDC	101-112-40003	Ennis Christmas Tree Lights	75,000
	101-112-40004	Operations	115,100
	101-112-40015	Bluebonnet Market	25,000
	101-112-40016	Downtown Façade Grants	37,500
	101-112-40018	Downtown Revitalization	100,000
	101-112-40020	Hist Preservation & Small Business Catalyst Grants	500,000
	101-112-40021	Kaufman Façade Grants	22,500
	101-112-40030	Visitors Center Project	10,000
	101-112-40040	Kaufman Revitalization	10,000
	101-112-40053	Keep Ennis Beautiful	20,000
	101-112-40064	Project Shelter	350,000
	101-112-40067	Old Telico Rd Realignment Project	150,000
	101-112-40068	Project Rogala	500,000
	101-112-40300	Rail Property & Facilities Maintenance	75,000
	101-112-42020	Fuel Supplies	1,500
	101-112-44040	Other Services	5,000
	101-112-44041	Legal Services	10,000
	101-112-44050	Advertising	279,000
	101-112-44070	Rentals	50,000
	101-112-44090	Light & Power	2,500
	101-112-49485	2014 Sales Tax Ref Bond-Principle	110,000
	101-112-49486	2014 Sales Tax Ref Bond - Interest	51,765
	101-112-49491	1999 Sales Tax Rev Bond - Pri	536,392
	101-000-60000	Transfer Out	570,926
Total EDC Expenditures			3,607,183
Crime Control Prevention District (CCPD) Revenue			
Revenues	111-N/A-31010	Sales Tax	1,275,462
	111-N/A-34020	Interest on Investments	1,000
Total CCPD Revenue			1,276,462
Crime Control Prevention District (CCPD) Expenditures			
Expenditures	111-203-42110	Other Supplies	14,000
	111-203-47001	Crime Prevention	15,000
	111-203-47002	Narcotics Unit	20,000
	111-203-47003	Bicycle Patrol	2,000
	111-000-60000	Transfer Out	1,103,572
Total CCPD Expenditures			1,154,572

FY 2026 Proposed Budget

F.3.

TIRZ #1 Fund Revenue			
Departments Name	Account Number	Account Name	FY 2026 Proposed Budget
Revenue	151-N/A-30010	Current Levy	679,918
	151-N/A-34020	Interest on Investments	20,000
Total TIRZ #1 Revenue			699,918
Expenditures	151-112-44042	Consultants	2,500
Total TIRZ #1 Expenditures			2,500
Tax Increment Reinvestment Fund #2 Revenue			
Revenues	152-N/A-30010	Current Levy	560,352
	152-N/A-34020	Interest on Investments	9,500
Total TIRZ #2 Revenue			569,852
Expenditures	152-811-47155	Refunds	100,000
	152-112-44042	Consultants	100,000
Total TIRZ #2 Expenditures			669,852
Tax Increment Reinvestment Zone #3			
Revenues	153-N/A-30010	Current Levy	1,208,094
	153-N/A-34020	Interest on Investments	10,000
Total TIRZ #3 Revenue			1,218,094
Expenditures	153-112-44042	Consultants	2,500
Total TIRZ #3 Expenditures			2,500
Prairie View PID Fund Revenue			
	155-N/A-35267	PID Developer Reimbursement Revenue	600,000

Hollow PID Fund Revenue			
	156-N/A-35267	PID Developer Reimbursement Revenue	207,857

Self-Insurance Fund Revenue			
Departments Name	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	165-N/A-35000	Contributions	0
	165-N/A-35220	Insurance Proceeds	100,000
	165-N/A-35230	Payroll Self Insurance Deposits	4,500,000
	165-N/A-37000	Contributions	500
Total Self Insurance Revenue			4,600,500
Expenditures	165-811-45061	Wellness Programs	0
	165-811-45140	Miscellaneous Expenditures	5,000
	165-811-45160	Stop Loss Premium	500,000
	165-811-45170	Medical Claims Paid	3,300,000
	165-811-45171	Prescription Payments	350,000
	165-811-45172	Vision Plan	33,000
	165-811-45180	Claims Paid - Flex Fund	60,000
	165-811-45460	Administrative Cost	220,000
	165-811-45461	Dental Plan	210,000
	165-000-60000	Transfer Out	350,000
Total Self Insurance Expenditures			5,028,000

FY 2026 Proposed Budget

F.3.

Fleet Replacement			
	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	170-N/A-35183	General Fund Sale of Fleet	50,000
	170-N/A-38084	Water & Sewer Sale of Fleet	60,000
	170-N/A-38085	Sanitation Sale of Assets	15,000
	170-N/A-50000	Transfer In	728,772
Total Fleet Replacement Revenue			853,772
Expenditures	170-811-46032	General Fund Leased Vehicles	350,300
	170-811-46033	Water & Sewer Leased Vehicles	107,100
	170-811-46034	Sanitation Leased Vehicles	136,850
	170-811-46035	Airport Leased Vehicles	12,100
Total Fleet Replacement Expenditures			606,350
Tourism			
Expenditures	214-506-42001	Furniture Fixtures & Office Equipment	500
	214-506-42010	Office Supplies	1,500
	214-506-42030	Food Supplies	2,500
	214-506-42040	Wearing Apparel	200
	214-506-42070	Janitorial Supplies	500
	214-506-44020	Postage	250
	214-506-44043	Contract Services	30,000
	214-506-44050	Advertising	65,000
	214-506-44062	Risk Insurance	1,158
	214-506-44070	Rentals	2,500
	214-506-47005	Community Initiatives	70,000
	214-506-47007	Training and Travel	3,000
	214-506-47120	Dues & Subscriptions	2,500
	214-000-60000	Transfer Out	365,166
	214-811-44010	Telephone / Internet / IT Support	200
Total Tourism Expenditures			544,974
Revenues	214-N/A-34020	Interest on Investments	6,000
	214-N/A-35070	Hotel-Motel Tax	505,000
Total Tourism Revenue			511,000
LEOSE			
Revenues	225-N/A-38500	Police LEOSE	6,500
	225-N/A-38510	Fire LEOSE	1,800
Total LEOSE Revenues			8,300
Expenditures	225-203-47007	Training and Travel	9,711
	225-255-47007	Training and Travel	2,739
Total LEOSE Expenditures			12,450
Police Forfeiture			
Revenues	235-N/A-34020	Interest on Investments	250
	235-N/A-38630	Forfeited Contraband	10,000
Total Police Forfeiture Revenues			10,250
Police Admin	235-203-42040	Wearing Apparel	10,000
	235-203-44040	Other Services	6,946
	235-203-47007	Training and Travel	10,000
Total Police Forfeiture Expenditures			26,946

FY 2026 Proposed Budget

E.3. Water and Sewer			
	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	302-N/A-32170	CC Processing Fees	150,000
	302-N/A-34020	Interest on Investments	150,000
	302-N/A-35220	Insurance Proceeds	175,000
	302-N/A-38010	Metered Water Charges	7,900,000
	302-N/A-38020	Wastewater Charges	7,000,000
	302-N/A-38040	Water Connection Fees	250,000
	302-N/A-38041	Trinity River Authority Settle Up Revenue	190,000
	302-N/A-38042	Customer Service Inspection Fees	65,000
	302-N/A-38043	Utility Locate Services	10,000
	302-N/A-38050	Sewer Connection Fees	1,000
	302-N/A-38060	Water Extensions	1,000
	302-N/A-38090	Reconnect Charges	40,000
	302-N/A-38100	Miscellaneous	70,000
	302-N/A-38130	EPA NPDES Charges	15,000
	302-N/A-38160	Penalty Revenue	185,000
	302-N/A-38190	Tampering Fees	300
	302-N/A-38740	Industrial Water Sales	215,000
Total Water and Sewer Revenues			16,417,300

FY 2026 Proposed Budget

Departments Name	FY 2026 Proposed Expenditures
Water	3,297,763
Wastewater	1,822,726
Utility Operations	836,550
Utility Billing	812,797
Transfers	2,385,903
Non-Departmental	514,200
Distribution and Collection	2,430,829
Debt Service	2,286,322
Total Water and Sewer Expenditures	14,387,090

Water			
Expenditures	302-419-41010	Salaries and Wages	795,601
	302-419-41040	Longevity	7,200
	302-419-41050	Certification Pay	4,320
	302-419-41080	Incentive Pay	5,500
	302-419-41501	Employee Retirement	150,993
	302-419-41502	FICA	62,166
	302-419-41503	Unemployment Insurance	704
	302-419-41505	Employee Insurance	262,905
	302-419-42001	Furniture Fixtures & Office Equipment	1,000
	302-419-42010	Office Supplies	3,000
	302-419-42020	Fuel Supplies	24,000
	302-419-42040	Wearing Apparel	2,740
	302-419-42060	Small Tools and Equipment	2,500
	302-419-42070	Janitorial Supplies	2,500
	302-419-42080	Chemical, Medical and Surgical Supplies	623,198
	302-419-42081	Purchased Water	700,529
	302-419-43020	Building & Structural Mai	3,000
	302-419-43030	Motor Vehicle Maintenance	10,000
	302-419-43040	Machinery, Tools & Equipment Maintenance	50,000
	302-419-43120	Water Tower Standpipe Maintenance	18,500
	302-419-43140	Water Treatment Plant Maintenance	175,000
	302-419-44020	Postage	3,200
	302-419-44043	Contract Services	118,700
	302-419-44090	Light & Power	203,007
	302-419-46040	Machinery Tools & Equipment	1,000
	302-419-47007	Training and Travel	10,000
	302-419-47120	Dues & Subscriptions	1,500
	302-419-47130	Permits & Licenses	55,000
Total Water Expenditures			3,297,763

FY 2026 Proposed Budget

F.3.

Wastewater			
Expenditures	302-420-41010	Salaries and Wages	548,750
	302-420-41040	Longevity	6,800
	302-420-41050	Certification Pay	4,680
	302-420-41080	Incentive Pay	4,500
	302-420-41501	Employee Retirement	104,933
	302-420-41502	FICA	43,202
	302-420-41503	Unemployment Insurance	576
	302-420-41505	Employee Insurance	136,761
	302-420-42001	Furniture Fixtures & Office Equipment	1,000
	302-420-42010	Office Supplies	1,500
	302-420-42020	Fuel Supplies	10,000
	302-420-42030	Food Supplies	1,250
	302-420-42040	Wearing Apparel	6,505
	302-420-42060	Small Tools and Equipment	10,000
	302-420-42070	Janitorial Supplies	2,500
	302-420-42080	Chemical, Medical and Surgical Supplies	293,500
	302-420-43020	Building & Structural Mai	10,500
	302-420-43030	Motor Vehicle Maintenance	5,000
	302-420-43040	Machinery, Tools & Equipment Maintenance	25,000
	302-420-43150	Wastewater Treatment Plant Maintenance	200,000
	302-420-44020	Postage	200
	302-420-44043	Contract Services	215,000
	302-420-44050	Advertising	1,000
	302-420-44070	Rentals	3,000
	302-420-44090	Light & Power	133,293
	302-420-44100	Natural Gas	2,876
	302-420-46040	Machinery Tools & Equipment	8,000
	302-420-47007	Training and Travel	20,000
	302-420-47120	Dues & Subscriptions	400
	302-420-47130	Permits & Licenses	22,000
Total Wastewater Expenditures			1,822,726

FY 2026 Proposed Budget

E.3. Utility Operations			
	302-417-41010	Salaries and Wages	511,964
Expenditures	302-417-41040	Longevity	5,100
	302-417-41050	Certification Pay	1,920
	302-417-41080	Incentive Pay	3,000
	302-417-41501	Employee Retirement	96,990
	302-417-41502	FICA	39,932
	302-417-41503	Unemployment Insurance	384
	302-417-41505	Employee Insurance	107,805
	302-417-42001	Furniture Fixtures & Office Equipment	1,500
	302-417-42010	Office Supplies	1,500
	302-417-42040	Wearing Apparel	1,705
	302-417-43020	Building & Structural Mai	1,500
	302-417-43030	Motor Vehicle Maintenance	1,000
	302-417-43052	Software and Hardware Maintenance	250
	302-417-44043	Contract Services	50,000
	302-417-47007	Training and Travel	10,000
	302-417-47120	Dues & Subscriptions	2,000
Total Utility Operations Expenditures			836,550
Utility Billing			
Expenditures	302-418-41010	Salaries and Wages	377,992
	302-418-41040	Longevity	6,800
	302-418-41050	Certification Pay	1,560
	302-418-41080	Incentive Pay	3,500
	302-418-41501	Employee Retirement	72,439
	302-418-41502	FICA	29,824
	302-418-41503	Unemployment Insurance	448
	302-418-41505	Employee Insurance	116,778
	302-418-42010	Office Supplies	16,150
	302-418-42030	Food Supplies	300
	302-418-42040	Wearing Apparel	750
	302-418-42060	Small Tools and Equipment	1,000
	302-418-43052	Software and Hardware Maintenance	2,600
	302-418-44020	Postage	58,000
	302-418-44040	Other Services	112,000
	302-418-44070	Rentals	3,500
	302-418-44090	Light & Power	8,456
	302-418-47007	Training and Travel	500
	302-418-47120	Dues & Subscriptions	200
Total Utility Billing Expenditures			812,797

FY 2026 Proposed Budget

E.3. Utility Non-Departmental			
	302-811-43052	Software and Hardware Maintenance	2,800
	302-811-44010	Telephone / Internet / IT Support	23,500
	302-811-44020	Postage	400
	302-811-44041	Legal Services	10,000
	302-811-44043	Contract Services	3,500
	302-811-44044	Audit Services	34,000
	302-811-44062	Risk Insurance	340,000
	302-811-47101	Contingency	100,000
Total Non-Departmental Expenditures			514,200
Distribution and Collection			
	302-421-41010	Salaries and Wages	817,496
	302-421-41040	Longevity	5,800
	302-421-41050	Certification Pay	9,960
	302-421-41080	Incentive Pay	7,000
	302-421-41501	Employee Retirement	156,128
	302-421-41502	FICA	64,280
	302-421-41503	Unemployment Insurance	896
	302-421-41505	Employee Insurance	233,664
	302-421-42001	Furniture Fixtures & Office Equipment	3,000
	302-421-42010	Office Supplies	1,000
	302-421-42020	Fuel Supplies	24,000
	302-421-42030	Food Supplies	1,000
	302-421-42040	Wearing Apparel	7,105
	302-421-42060	Small Tools and Equipment	10,000
	302-421-42070	Janitorial Supplies	2,000
	302-421-42080	Chemical, Medical and Surgical Supplies	10,000
	302-421-43030	Motor Vehicle Maintenance	20,000
	302-421-43040	Machinery, Tools & Equipment Maintenance	10,000
	302-421-43070	Street & Roadway Maintenance	60,000
	302-421-43100	Sanitary Sewer and Manhole Maintenance	150,000
	302-421-43110	Water Mains & Hydrant Maintenance	200,000
	302-421-43111	Water Meters	210,000
	302-421-43130	Lift Station & Force Main Maintenance	250,000
	302-421-44043	Contract Services	2,500
	302-421-44090	Light & Power	150,000
	302-421-47007	Training and Travel	25,000
Total Distribution and Collection Expenditures			2,430,829

FY 2026 Proposed Budget

F.3.

Utility Debt Service			
	302-711-49475	2016 Cert of Oblig-Interest	2,500
	302-711-49477	2017 Cert of Oblig-Interest	3,250
	302-711-49479	2018 Cert of Oblig-Interest	28,500
	302-711-49480	2015 Cert of Obligation- Principle	250,000
	302-711-49481	2016 Cert of Oblig- Principle	125,000
	302-711-49482	2017 Cert of Oblig- Principle	105,000
	302-711-49483	2018 Cert of Oblig- Principle	55,000
	302-711-49484	2015 Cert of Oblig-Interest	82,907
	302-711-49500	CO Series 2018A - Principal	215,000
	302-711-49501	CO Series 2018A - Interest	38,765
	302-711-49602	2020 CO Principle	180,000
	302-711-49603	2020 CO Interest	151,900
	302-711-49604	2022 CO Principle	500,000
	302-711-49605	2022 CO Interest	548,500
Total Utility Debt Service			2,286,322
Transfers	302-000-60000	Transfer Out	2,385,903
Transfers Total			2,385,903

FY 2025 Proposed Budget

E.3. Airport Fund			
	Account Number	Account Name	FY 2026 Proposed Budget
Revenues	312-N/A-35210	Airport Fuel Fee	200,000
	312-N/A-35420	Leased Property	12,000
	312-N/A-36060	Intergovernmental Revenues	0
Total Airport Revenues			212,000
Airport	312-407-41010	Salaries and Wages	83,200
	312-407-41080	Incentive Pay	500
	312-407-41501	Employee Retirement	15,553
	312-407-41502	FICA	6,404
	312-407-41503	Unemployment Insurance	64
	312-407-41505	Employee Insurance	27,144
	312-407-41506	Vacation Buyback	0
	312-407-42020	Fuel Supplies	180,000
	312-407-43011	Airfield Repair and Maintenance	10,000
	312-407-43020	Building & Structural Mai	20,000
	312-407-43040	Machinery, Tools & Equipment Maintenance	24,500
	312-407-44040	Other Services	15,000
	312-407-44043	Contract Services	21,000
	312-407-44062	Risk Insurance	12,340
	312-407-44090	Light & Power	2,679
Transfers	312-000-6000-	Transfer Out	5,625
Total Airport Expenditures			424,009
Fire Donation Fund			
	Account Number	Account Name	FY 2026 Proposed Budget
Departments Name			
Revenues	566-N/A-34020	Interest on Investments	100
	566-N/A-37000	Contributions	7,000
Total Fire Donation Revenues			7,100
Fire Admin	566-255-42110	Other Supplies	20,893
Total Fire Donation Expenditures			20,893
Police Donation Fund			
	564-203-42110	Other Supplies	7,500
Total Police Donation Expenditures			7,500

Court Security			
Revenues	259-N/A-33271	Court Security Fee	6,500
	259-N/A-34020	Interest on Investments	400
Total Court Security Revenues			6,900
Expenditures	259-204-42002	Software and Hardware	30,000
Total Court Security Expenditures			30,000
Total Court Technology			
Revenues	258-N/A-33270	Court Technology Fee	10,000
Expenditures	258-204-42002	Software and Hardware	4,140
	258-204-44070	Rentals	1,750
Total Court Technology Expenditures			5,890

Notice of Public Hearing

The City of Ennis City Commission will conduct a Public Hearing for the Fiscal Year 2026 Budget for the City of Ennis and the Ennis Economic Development Corporation at 6:00 PM on Tuesday, August 19, 2025, at Ennis City Hall, 107 N. Sherman St., Ennis, TX, 75119

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$ 2,185,820 OR 10% AND OF THAT AMOUNT \$ 437,795 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Conduct a Public Hearing for the Ennis Economic Development Corporation FY 2026 Proposed Budget.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: Finance
Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The Ennis Economic Development Corporation conducted a public hearing and approved the FY2026 EDC Proposed Budget on August 12, 2025. A second public hearing must be held prior to adoption by the City Commission. The FY2026 proposed budget will be presented for consideration of approval at a meeting of the City Commission on September 2, 2025.

ATTACHMENTS:

[FY 2026 City of Ennis and Ennis Economic Development Corporation Budget Hearing Notice](#)

Notice of Public Hearing

The City of Ennis City Commission will conduct a Public Hearing for the Fiscal Year 2026 Budget for the City of Ennis and the Ennis Economic Development Corporation at 6:00 PM on Tuesday, August 19, 2025, at Ennis City Hall, 107 N. Sherman St., Ennis, TX, 75119

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$ 2,185,820 OR 10% AND OF THAT AMOUNT \$ 437,795 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Receive presentation from Freese and Nichols, Inc. regarding engineering evaluation of Liska Road Bridge over Cummings Creek and discussion of potential options for rehabilitation or replacement of said bridge.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: Administration
Staff Contact: Daniel Ortiz, Assistant City Manager

BACKGROUND INFORMATION:

- On July 15, 2025, the City Commission approved a professional services agreement with Freese and Nichols, Inc to assist the City of Ennis with evaluating the current condition of the Liska Road Bridge over Cummings Creek. The evaluation encompassed reviewing potential options for rehabilitation and replacement of the bridge.

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 pier

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.

Freese and Nichols, Inc. was engaged given that they are 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.

G.1.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider directing staff to notify Buc-ee's Ennis, LLC regarding the annual Community Outreach Donation pursuant to Section 2.4 of the Economic Development Agreement between the City, Tax Reinvestment Zone Number Two, and Buc-ee's Ennis, LLC.

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

In February 2018, the City of Ennis, Tax Increment Reinvestment Zone Number Two, and Buc-ee's, Ltd., entered into an Economic Development Agreement to support the construction and long-term operation of the Buc-ee's travel center and related development in Ennis. In December 2018, by Resolution No. 18-1218-06, the City Commission approved the assignment of this agreement from Buc-ee's, Ltd. to Buc-ee's Ennis, LLC, an affiliated entity, which assumed all rights, duties, and obligations under the agreement.

Among the provisions of the agreement, Section 2.4 reflects Buc-ee's commitment to be an active community partner by contributing Twenty-five Thousand Dollars (\$25,000.00) each year during the Project Term. The intent of this annual donation is to benefit community-oriented projects, civic events, and other benevolent purposes within the City, with the specific use to be determined by the Ennis City Commission.

This provision provides an annual opportunity for the City Commission to direct funds toward initiatives that align with community priorities, enhance quality of life, and foster civic pride. The Project Term began on the "Tax Payment Effective Date" defined in the agreement and continues for twenty years. Each year during this period, the Commission's role is to determine the purpose(s) for the donation and for staff to formally communicate that direction to Buc-ee's Ennis, LLC, ensuring the funds are applied as intended under the agreement.

FINANCIAL IMPACT:

The City Commission may annually determine recipient of \$25,000.00 from Buc-ee's Ennis, LLC, for community purposes each year during the Project Term. The amount is paid directly by the Developer and does not require a City match. No budget appropriation is necessary; however, the Commission's determination will guide allocation to approved projects or purposes.

POLICY IMPLICATIONS:

The donation supports community-oriented projects, civic events, and benevolent purposes the City Commission determines each year to ensure alignment with community needs, strategic plan goals,

G.2.

and public benefit requirements under the Economic Development Agreement. Providing clear direction to staff ensures timely notification to Buc-ee's Ennis, LLC., and compliance with the agreement.

RECOMMENDATION:

Staff recommends the City Commission provide direction on the designated purpose(s) for the year 2026 \$25,000.00 Community Outreach Donation under Section 2.4 of the Economic Development Agreement (as assigned to Buc-ee's Ennis, LLC) and authorize staff to notify the Developer accordingly.

ATTACHMENTS:

[Bucee's Ch 380 EcDev Agrmt](#)
[RES NO. 18-1218-06 BUC-EE S ASSIGNMENT](#)

STATE OF TEXAS

§

ECONOMIC DEVELOPMENT AGREEMENT

COUNTY OF ELLIS

§

§

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the City of Ennis, a Texas home-rule municipal corporation ("City"), Tax Increment Reinvestment Zone Number Two (TIRZ#2) and Buc-ee's, Ltd., a Texas limited partnership ("Developer"), on this 23rd day of February, 2018 ("Effective Date"). City, TIRZ#2 and Developer are sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, Developer is contemplating the purchase of a certain tract of land consisting of approximately 80.34 acres within the City of Ennis, described by metes and bounds attached hereto as Exhibit A ("Property"); and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code, City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, in accordance with Chapter 380, Texas Local Gov't Code, the City hereby establishes such a program to provide incentives and financial assistance to the Developer to encourage and promote the development of the Property thereby enhancing and stimulating business and commercial activity in the City; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project and Supplemental Projects (hereinafter defined) on the Property, City and TIRZ#2 have agreed to offer incentives to Developer in the form of grants described in Article III of this Agreement.

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project and the Supplemental Project (hereinafter defined) on the Property, City has agreed to apply for funds from the Texas Capital Investment Fund to reimburse Developer for certain infrastructure (as hereinafter set forth in this Agreement); and

WHEREAS, the Project requires specific deviations from the Ennis Code of Ordinances with respect to certain requirements including, but not limited to, sign height and size limitations, outside storage screening requirements, landscape/parking design requirements, and building materials classifications; and the staff recommendation of approval of said deviations shall be included as a material inducement to purchase the Property and develop the Project and Supplemental Projects, and;

WHEREAS, The Developer has agreed, in exchange for and as consideration for the incentives offered by the City and TIRZ#2, to satisfy and comply with the terms and conditions hereinafter set forth; and

WHEREAS, The City and TIRZ#2 have concluded and hereby find that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment, and generating new ad valorem tax revenue for jurisdictions in Ellis County, which will help stimulate the overall local economy; and

NOW, THEREFORE, by and in consideration of the mutual covenants and agreements contained herein, the City of Ennis, TIRZ#2 and Developer hereby agree as follows:

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Ad Valorem Tax Revenues" means the Real Property Taxes and Personal Property Taxes collected by TIRZ #2 on the Project, excluding those Portions of the Project that are conveyed to the City or another governmental entity on or after the Effective Date.

"Chapter 380 Payment(s)" means the amount paid by the City to Developer under the Program (defined below).

"Event of Force Majeure" means strikes, riots, acts of God, extraordinary weather events, shortages of labor or materials, war, governmental laws, regulations or restrictions, the pendency of condemnation proceedings or any other causes or events of any kind whatsoever which are beyond a Party's reasonable control; excluding the inability to pay any monies when due under this Agreement for any reason.

"Personal Property" means all materials, supplies, equipment, inventory or other personal property attributable to the Project that is subject to ad valorem taxes.

"Personal Property Taxes" are the TIRZ #2's share of the ad valorem taxes received by the TIRZ #2 on the value of all Personal Property on the Project.

"Program" means the economic development program established by the City pursuant to Texas Local Government Code Chapter 380 and under the Resolution to promote local economic development and stimulate business and commercial activity within the City.

"Project" means the development of approximately 13 acres as generally depicted on Exhibit B and the construction and operation of a retail development consisting of a Buc-ee's travel center being no less than 50,000 square feet in size and providing no less than 90 fueling positions.

"Project Term" shall mean a period beginning on Tax Payment Effective Date and continuing for a period of twenty (20) years.

"Property" means the real property described on **Exhibit A**, attached hereto.

"Real Property Improvements" means any improvements constructed on the Project.

"Real Property Taxes" are the TIRZ #2's share of the ad valorem taxes on the value of all Real Property Improvements on the Project.

"Sales Tax Revenues" means the total amount of taxable sales and taxable purchases from and/or on the Project and Supplemental Projects on the Property during the Project Term.

“Supplemental Projects” means the commercial development of subdivided portions of the Property, other than the portion of the Property utilized for the Project. The development of each individual subdivided portion of the Property, other than that utilized for the Project, shall constitute a separate “Supplemental Project”.

“Tax Payment Effective Date” shall mean January 1 following the date the Project opens for business to the public.

ARTICLE II

PROJECT DESCRIPTION

Project. Developer intends to construct, or cause to be constructed, a retail development consisting of a Buc-ee’s travel center being no less than 50,000 square feet and providing no less than 90 fueling positions on the portion of the Property (“Project”) generally described in **Exhibit B** attached hereto.

- 2.1 Certificate of Completion and Subsequent Job Creation.** Developer covenants and agrees to obtain or cause to be obtained a certificate of occupancy from the City for the Project within twenty-four (24) months from closing on the Property. Within 12 months of its receipt of a Certificate of Occupancy for the Project, Developer shall directly employ at least 125 full time equivalent jobs on the Project and shall maintain such level of employment during the Project Term. On or before February 1 of each calendar year during the Project Term, Developer shall provide to the City an affidavit certifying its compliance with the foregoing employment requirements in the form attached hereto as **Exhibit C** (“Job Compliance Affidavit”), and upon request by the City, Developer shall provide the City with any and all necessary documentation to verify its compliance with the job creation and retention obligations under this Agreement.
- 2.2 Utilities Construction.** Developer shall extend, at its sole cost and expense, the water and sewer utility lines as generally depicted on **Exhibit D** attached hereto (the “Utility Improvements”). The Utility Improvements will benefit the Property and undeveloped property adjacent to the Property. City will seek reimbursement from the adjacent property owners for their pro rata contribution for the Utility Improvements and City will pay to Developer any funds received from adjacent property owners relating to the Utility Improvements within thirty days of receipt. The pro rata reimbursement will be based on the actual amount spent by the Developer for the Utility Improvements, as documented in cost records provided to the City and approved by the City Engineer. Notwithstanding the foregoing, the City’s reimbursement obligation in this section is explicitly conditioned upon its receipt of funds, if any, from adjacent property owners paid specifically as a contribution for the Utility Improvements.
- 2.3 Construction and Dedication of Public ROW Extensions.** Developer shall construct, at its sole cost and expense, Sonoma Trail and Buc-ee’s Boulevard extensions for the Project as generally depicted on **Exhibit E** attached hereto. Developer shall convey the rights-of-way for these extensions to the City at no cost to the City.
- 2.4 Community Outreach Donation.** During the Project Term, Developer shall donate Twenty-five Thousand Dollars (\$25,000.00) annually to benefit community oriented projects, civic events and other benevolent purposes within the City as determined by the Ennis City Commission.
- 2.5 Supplemental Project/s.** Developer intends to subdivide that portion of the Property not utilized for the Project into one or more tracts of land (each being a “Tract”) for the purpose of developing, leasing and/or selling the Tracts for retail and/or commercial purposes. The development of each individual Tract shall constitute a separate “Supplemental Project.”

ARTICLE III

ECONOMIC INCENTIVES

- 3.1 Project - Economic Development Grant.** City shall pay to Developer an economic development grant in the form of an annual payment made solely from sales tax revenues collected at the Project as allowed by Chapter 380 of the Texas Local Government Code. The TIRZ #2 shall pay to Developer an economic development grant in the form of an annual payment made solely from ad valorem tax revenues collected on the Project. It is the intent of the parties that the Chapter 380 Payments represent a sharing of tax benefits which inure to the City as a result of Developer's development of the Property. The Chapter 380 Payments shall be payable to Developer as provided hereinafter, unless this Agreement is earlier terminated pursuant to the terms hereof. Developer understands and agrees the City is not certifying or otherwise encumbering any funds for the Chapter 380 Payments. Developer agrees not to make any claims against City or the TIRZ #2 for any monies other than those from (a) sales tax revenues from the Project and (b) ad valorem tax revenues collected on the Project. Nothing in this Agreement shall require City or the TIRZ #2 to make payment from revenue sources other than from (a) sales tax revenues from the Project and (b) ad valorem tax revenues collected on the Project.
- a. City Sales and Use Tax Collected from the Project.** One percent of the sales from the Project that are subject to sales tax collection, minus fees deducted by the Texas Comptroller, shall constitute the grant payment due and payable to Developer. The grant will be paid annually for a period of twenty (20) years beginning on the Tax Payment Effective Date. In recognition that grant payments are calculated and paid after taxes have been assessed and paid to the City, and therefore always run in arrears, the term of this Agreement shall be deemed to include any payments otherwise due and payable to Developer which extend beyond the original term of the Agreement.
 - b. Ad Valorem Tax Revenues Collected from the Project.** Fifty percent (50%) of the ad valorem tax revenues collected from the Project for the benefit of the City of Ennis and Ellis County and conveyed to TIRZ#2 shall constitute the grant payment due and payable to Developer. The grant will be paid annually by TIRZ#2 for a period of fifteen (15) years beginning on the Tax Payment Effective Date. In recognition that grant payments are calculated and paid after taxes have been assessed and paid to the City, County and TIRZ#2, and therefore always run in arrears, the term of this Agreement shall be deemed to include any payments otherwise due and payable to Developer which extend beyond the original term of the Agreement.
- 3.2 Supplemental Project/s - Economic Development Grant.** City shall pay to Developer an economic development grant in the form of an annual payment made solely from sales tax revenues collected at each Supplemental Project, as allowed by Chapter 380 of the Texas Local Government Code. It is the intent of the parties that the Chapter 380 Payments represent a sharing of tax benefits which inure to the City as a result of Developer's Supplemental Projects development. The Chapter 380 Payments shall be payable to Developer as provided hereinafter, unless this Agreement is earlier terminated pursuant to the terms hereof. Developer understands and agrees the City is not certifying or otherwise encumbering any funds for the Chapter 380 Payments. Developer agrees not to make any claims against City for any monies other than those from sales tax revenues from Supplemental Projects. Nothing in this Agreement shall require City to make payment from revenue sources other than sales tax revenues from the Supplemental Projects. To receive an economic development grant, a Supplemental Project must commence operations within ten (10) years following the receipt of Certificate of Occupancy for the Project. Chapter 380 Payments for each Supplemental Project will

have a term of ten (10) years beginning on the Tax Payment Effective Date for each Supplemental Project. (Supplemental Project Term)

a. **City Sales and Use Tax Collected from Supplemental Projects.** One-half percent of the sales from the Supplemental Project that are subject to sales tax collection, minus fees deducted by the Texas Comptroller, shall constitute the grant payment due and payable to Developer. The grant will be paid annually for a period of ten (10) years beginning on the Tax Payment Effective Date for each Supplemental Project. In recognition that grant payments are calculated and paid after taxes have been assessed and paid to the City, and therefore always run in arrears, the term of this Agreement shall be deemed to include any payments otherwise due and payable to Developer which extend beyond the original term of the Agreement.

b. **Ad Valorem Tax Revenues collected from Supplemental Projects** are not part of this agreement. The City and TIRZ#2 agree to give economic development incentive requests for supplemental projects due consideration based on the merits of the project on a case-by-case basis. Any provision of an incentive will be according to the terms and conditions of an Agreement made pursuant to the request at that time.

3.3 **Texas Capital Fund Grant.** The Parties shall use their best efforts to obtain a grant from the Texas Capital Fund to supplement the costs associated with certain infrastructure improvements (Streets and Water). Developer shall pay for any fees reasonably related and necessary to the City's application for said Grant. Developer and City agree that it shall use its best efforts to obtain the Grant by filing the necessary applications and committing to the State of Texas' minimum requirements to obtain said Grant.

a. Developer agrees to provide the City of Ennis with a mutually acceptable escrow agreement or irrevocable letter of credit, issued by a financial institution in the minimum amount of the anticipated grant award to guarantee repayment of grant funds to the State of Texas, in the event Developer fails to meet its job creation commitment resulting in the State requiring the City of Ennis to repay grant funds.

3.4 **Conditions to Program Grants.** The City's and TIRZ#2's obligation to pay any economic development grant is and shall be conditioned upon and subject to Developer's timely compliance with and satisfaction of all of the terms and conditions of this Agreement, including, without limitation each of the conditions set forth below:

a. For each year of the term of this Agreement, Developer shall submit to the City a true and correct copy of Developer's Ennis location employer entity's quarterly report submitted to the Texas Workforce Commission, with all private and/or personal information redacted.

b. The City's fiscal year begins October 1st and ends September 30th. Therefore, Developer shall submit written requests for economic development grant payments accrued during that time not later than August 31st of each year. In any year, if Developer fails to request the grant payments as set forth above, the City and/or TIRZ#2 shall have no obligation to make such payment to Developer and Developer will have forever forfeited the right to receive such payment.

3.5 **Additional Developer Agreements.** In addition to the conditions to the program grant payments set forth above, Developer agrees to the following requirements of the Project:

a. Include the word "ENNIS" on the pole sign (this requirement shall survive termination).

- b. Maintain an annual membership with the Ennis Chamber of Commerce.
- c. Provide reasonable store space for advertising, marketing and tourism materials (this requirement shall survive termination).
- d. Make an effort to hire qualified residents of the City of Ennis for the travel center (this requirement shall survive termination).
- e. Make an effort to hire local contractors and suppliers in constructing the Project and Supplemental Projects.

ARTICLE IV

CODE VARIANCES

- 4.1 **Project Specific Code Deviation Approval.** Prior to the date of Property acquisition by Developer, City staff shall recommend, and the City Commission shall vote to approve or disapprove, the following alternatives required for the commencement of the Project by Developer:
- a. **Pole Sign** having an overall height of 100' and a total sign area of 600 square feet as depicted in **Exhibit F**.
 - b. **Outside Sales** areas consistent with a typical Buc-ee's Travel Center as depicted on the project plans.
 - c. **Landscaping and Parking** configuration consistent with a typical Buc-ee's Travel Center as depicted on the project plans.
 - d. **Building Materials** and Colors consistent with a typical Buc-ee's Travel Center as depicted on the project plans.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE CITY

- 5.1 The City represents and warrants that:
- a. The City is a home rule Texas municipal corporation and has the power to enter into and has taken all required actions to date required to authorize this Agreement and carry out its obligations hereunder.
 - b. The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed to the Developer.
 - c. The City knows of no law, order, rule or regulation applicable to the City or to the City's governing documents that would be contravened by, or conflict with the execution and delivery of this Agreement.
 - d. This Agreement constitutes a valid and binding obligation of the City, 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 equity. Subject to the indemnity provided by this Agreement, the City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or which challenges the authority of the City to enter into or perform its obligations hereunder.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF TIRZ #2

6.1 TIRZ #2 represents and warrants that:

- a. TIRZ #2 is a tax increment reinvestment zone created by Ordinance No. 16-1219-3 passed by the City Commission of the City of Ennis on December 19, 2016. TIRZ #2 has the power to enter into and has taken all required actions to date required to authorize this Agreement and carry out its obligations hereunder.
- b. TIRZ #2 knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed to the Developer.
- c. TIRZ #2 knows of no law, order, rule or regulation applicable to the City or to the City's governing documents that would be contravened by, or conflict with the execution and delivery of this Agreement.
- d. This Agreement constitutes a valid and binding obligation of TIRZ #2, 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 equity. Subject to the indemnity provided by this Agreement, TIRZ #2 will defend the validity of this Agreement in the event of any litigation arising hereunder that names TIRZ #2 as a party or which challenges the authority of TIRZ #2 to enter into or perform its obligations hereunder.

ARTICLE VII

DEVELOPER REPRESENTATIONS AND WARRANTIES.

7.1 Developer represents and warrants that:

- a. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term and the Supplemental Project Term. As used herein, the term "good standing" means the status of Developer with the Comptroller of the State of Texas shall be "Active".
- b. No litigation or governmental proceeding is pending or, to the knowledge of Developer, threatened against or affecting Developer that may result in any material adverse change in Developer's business or operation.
- c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated and Developer has not been informed of any potential involuntary bankruptcy proceedings.

- d. Developer shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of City, the State of Texas, and Ellis County taxing jurisdictions throughout the Project Term and the Supplemental Project Term.

ARTICLE VIII

DEFAULT, TERMINATION, AND REMEDIES

- 8.1 Noncompliance with Jobs Obligations; Withholding Payments.** If, at any time during any year of the Project Term, Developer is not in compliance with its obligation under Section 2.1 to create and retain jobs, no Chapter 380 Payment shall be due for that year and Developer shall have no recourse or claim for recovery of the amount of the Chapter 380 Payment that would have otherwise been due for that year.
- 8.2 Termination for Misrepresentation.** Notwithstanding any provision for notice of non-compliance and any opportunity to cure, the City or TIRZ #2 may terminate this Agreement immediately by providing written notice to Developer if Developer, its officers or signatories to this Agreement intentionally misrepresented or misrepresent any material fact or information: (a) upon which the City or TIRZ #2 relied in entering into this Agreement; (b) upon which the City or TIRZ #2 relies in making an incentive payment; or (c) as an inducement for the City or TIRZ #2 to make an incentive payment.
- 8.3 Notice of Default.** At any time during the Term of this Agreement that Developer is not in compliance with its obligations under this Agreement, other than its obligations to create and retain jobs, the City or TIRZ #2 may send Developer notice of such non-compliance. If such non-compliance is not cured within 60 days after Developer's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days, a cure is not begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "Cure"), then the City or TIRZ #2 may, at its option, terminate this Agreement or withhold incentive payments otherwise due for the calendar year or years in which the non-compliance occurred and continues. If the City or TIRZ #2 elects to withhold incentive payments rather than to terminate the Agreement, then, upon a Cure by Developer, Developer will be eligible to receive incentive payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the Term. An incentive payment withheld by the City or TIRZ #2 as a result of Developer's failure to Cure under this Section is deemed forfeited by Developer and the City or TIRZ #2 has no obligation to make retroactive payment even after Developer comes back into compliance. The Term shall not be extended as a result of any cure period under this Section.
- 8.4 Remedies.** Except to the extent that this Agreement or applicable law require otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default, Breach or Material Breach (each as defined below) of this Agreement.
- a. **Effect of Breach.** A Party will be deemed to be in "Breach" of this Agreement only if:
- i. it fails to substantially comply with any material provision of this Agreement; and
 - ii. it does not cure such failure within a reasonable period of time following delivery to it of notice by the other Party describing such failure in reasonable detail, which period will not be less than 60 days. The City or TIRZ #2 agree and acknowledge that the Developer's representations, warranties, covenants, agreements and performance obligations under this Agreement are limited to and apply exclusively to the operations of Developer at the site

of the Project tract and any determination as to whether Developer is in violation, default, Breach or Material Breach of this Agreement will be limited to Developer's operations on the Project tract. In the event of a Breach for which this Agreement does not provide a specific remedy, the other Party may pursue any legal or equitable remedies they may have under this Agreement or applicable law; provided, however, that the City and TIRZ #2 agree that, except that expressly provided in Section 5.3(b) of this Agreement, in the event of a Breach by Developer, it will not be entitled to and may not seek or pursue the remedy of recapturing any incentive payments realized by Developer prior to the date of the Breach or Material Breach.

- b. **Effect of Material Breach.** If Developer Breaches its obligations under this Agreement to make or cause to be made the Project improvements (after any applicable notice and cure period has lapsed, a "Material Breach"), the City or TIRZ #2 has the right to terminate this Agreement in full; terminate the incentive payments; modify the term and/or amount of the incentive payments; and, except as expressly provided otherwise in this Agreement, pursue any legal or equitable remedies they may have under this Agreement or applicable law, provided, however, that
 - i. in determining the size of any reduction of the incentive payments, the City or TIRZ #2 may consider the effect on Developer's operations or changes in market or economic conditions; and
 - ii. no reduction may negatively affect or reduce the incentive payments for any period prior to the date of such Material Breach. The remedies set forth in this Section 8.4 are the sole and exclusive remedies of the City and TIRZ #2 for a Material Breach by Developer of its obligations under this Agreement.
- c. **Effect of Force Majeure Event.** A Party will not be deemed to be in Breach, Material Breach, default or otherwise in violation of any term of this Agreement to the extent such Party's action, inaction or omission is the result of Force Majeure Event. The Parties agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a Party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such Party or its Affiliates and prevents a Party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either Party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Party, over the Project or over a Party's operations.
- d. **Overpayments.** Notwithstanding the limitations on remedies in this Article, it is understood and agreed that, because the incentive payments are from public funds, any verified overpayments to Developer may be recovered by the City or TIRZ #2, at the City's or TIRZ #2's sole discretion, through available remedies at law or in equity, or by reducing future incentive payments by the amount of an overpayment.
- e. **Offset.** The City may deduct from any Chapter 380 Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit

of the City by Developer; provided that before offsetting any amounts the City must provide Developer with (a) advance notice of such offset, (b) 60 days to take action to remedy the situation giving rise to the offset, and (c) reasonable opportunity, at Developer's own expense, to contest such offset.

- f. **Limitation on Damages.** Notwithstanding anything contained in this Agreement to the contrary, under no circumstance shall a Party be entitled to punitive, special or consequential damages.

With respect to the above-referenced remedies afforded to Developer under this Agreement, City hereby expressly waives both its sovereign and its governmental immunity solely with respect to (a) the foregoing actions to enforce City's obligations under this Agreement and (b) writs of mandamus with respect to the performance of City's obligations under this Agreement. City acknowledges and agrees that the foregoing waiver may result in a judgment or writ compelling City to take certain actions and/or to pay funds to Developer in accordance with this Agreement, and the foregoing waiver of sovereign and governmental immunity shall apply with respect to the performance of said actions and/or the payment of such funds. In all other respects, the Parties agree that City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

8.5 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND TIRZ#2, THEIR COMMISSION MEMBERS, BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY A THIRD PARTY AND ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 8.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.6 Acknowledgement of City's Compliance with Applicable Law.

- a. Developer acknowledges and agrees that:
- i. The conveyances, dedications, easements and/or payment of money required by this Agreement to be performed by Developer, in whole or in part, do not constitute a:
 - (A) Taking under the Texas or United States Constitution;
 - (B) Violation of the Texas Water Code, as it exists or may be amended;
 - (C) Nuisance; or
 - (D) Claim for damages or reimbursement against City for a violation of any federal or state constitution, statute or case law or any federal, state or local ordinance, rule or regulation.
 - ii. The amount of Developer's financial or infrastructure contribution or conveyance of real property or interests therein (after receiving all contractual offsets, credits and reimbursements, if any) agreed to in this Agreement is roughly proportional to the demand that such Developer's development places on City's infrastructure.

- iii. Developer hereby releases City from any obligation to perform or commission a takings impact assessment under Chapter 2007 of the Texas Government Code, as it exists or may be amended.
- iv. Developer hereby agrees that any property which it conveys to City pursuant to this Agreement is roughly proportional to the benefit received by Developer for such land, and Developer hereby waives any claim therefore that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any value received by City relative to said conveyance are related both in nature and extend to the impact of the development of Developer's adjacent property on City's infrastructure. Developer and City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the public infrastructure.
- v. **DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION 8.6.**
- b. Developer releases City, its council members, officers, agents, representatives and employees from any and all claims or causes of action based on excessive or illegal exactions.
- c. Developer waives any claim for damages or reimbursement against City for a violation of any federal or state constitution, statute or case law or any federal, state or local ordinance, rule or regulation.
- d. This Section 8.6 shall survive the termination of this Agreement.

8.7 Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides City with fair notice of any project of Developer. Developer waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This Section 8.7 shall survive the termination of this Agreement.

8.8 Senate Bill 18 Waiver. As additional consideration for the benefits Developer is receiving under this Agreement, Developer hereby releases City from and against, and waives, any all rights to or claim for any relief under Senate Bill 18, as adopted by the 82nd Texas Legislative Session, arising out of any acts or omissions under this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- 9.1 Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties.
- 9.2 Audits and Monitoring.** During the term of this Agreement, the City reserves the right to conduct reasonable audits to determine compliance with the terms and conditions of the Agreement. Auditable materials, include but are not limited to, the sales and use tax records, property tax records and employment records of all businesses associated with this Agreement. Developer is required to provide reasonable assistance in obtaining such records from tenant businesses. Failure to provide such assistance shall be grounds for the City to withhold grant payments until assistance is provided and records received.
- 9.3 No Waiver.** Nothing contained in this Agreement shall be construed in any way to limit or to waive the City's sovereign immunity. However, the Parties agree that they have entered into this Agreement in good faith, intend to deal with each other in good faith, and intend for this Agreement to be enforceable as to its terms under Texas law.
- 9.4 Applicability of Ordinances.** Developer acknowledges and agrees this Agreement does not alter the applicability of the ordinances of the City. Further, this Agreement does not waive or limit any of the obligations of Developer to City under any other ordinance whether now existing or in the future arising. This Agreement (i) is not in any manner to be considered a waiver by the Parties of any requirement contained in the City's ordinances and/or development requirements. (ii) will not and does not conflict with said ordinances, and in the event of such a conflict the terms of said ordinances control; and (iii) does not modify any City ordinances and/or development requirements. Where silent in this Agreement, the terms of City ordinances and/or development requirements shall control.
- 9.5 Separate Status.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.
- 9.6 Construction and Interpretation.**
- a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation" or "but not limited to" are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.
 - b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

- c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

- 9.7 **Revenue Sharing Agreement.** The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request and receive sales and use tax information from the State of Texas Comptroller, pursuant to Section 321.3022 of the Texas Tax Code for any and all projects and supplemental projects associated with this Agreement.
- 9.8 **Assignability.** Developer may assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity only with prior written approval and consent by City, which approval shall not be unreasonably withheld, conditioned or delayed.
- 9.9 **Severability.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
- 9.10 **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.
- 9.11 **Exhibits.** All exhibits attached to this Agreement are incorporated herein by reference and are expressly made part of this Agreement as if copied verbatim.
- 9.12 **Notice.** Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to City or TIRZ #2:

City of Ennis
ATTN: City Manager
PO Box 220
Ennis, TX 75120

With Copy to:

Brenda N. McDonald
Messer Rockefeller & Fort, PLLC
6371 Preston Road
Suite 200
Frisco, TX 75034

If to Developer:

Buc-ee's, Ltd.
Attn: Arch H. Aplin III
327 FM 2004
Lake Jackson, Texas 77566

With Copy to:

Buc-ee's, Ltd
Attn: Legal Department
327 FM 2004
Lake Jackson, TX 77566

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed; provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

- 9.13 Force Majeure.** In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

- 9.14 Governing Law.** This Agreement and the relationship between the Parties shall be governed by the laws of the State of Texas, and venue for any action pertaining to this Agreement shall be in the State District Court of Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of the said Court.

- 9.15 Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the City shall be the City Manager or his designee ("City Representative"), and the initial representative for Developer shall be Stan Beard ("Developer Representative"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property.

- 9.16 Effective Date.** This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

- 9.17 Legal Contest.** This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph hereof shall become unenforceable by reason of judicial decree or determination, the Parties agree to the extent possible to ensure that all other provisions of this Agreement, including the intent of this Agreement, be honored and performed.
- 9.18 Economic Incentives Constitute a Program.** This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.
- 9.19 Public and Confidential Information.** Information provided by or on behalf of Developer pursuant to this Agreement that Developer considers to be proprietary and/or confidential and marked as such shall be maintained by City as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act ("Act"), City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests and Developer shall be responsible for defending the confidentiality of such information.
- 9.20 Automatic Termination.** In the event Developer elects not to proceed with the acquisition of the Property or the development of the Project, Developer will notify City in writing and this Agreement and the obligations of the Parties hereunder shall automatically terminate and be of no further force or effect as of the date of such notice. If a term, covenant or condition of this Agreement does not have an earlier express termination date, all terms covenants and conditions of this Agreement shall automatically terminate upon the later of (i) the expiration of the Project Term or (ii) the expiration of the Eligible Supplemental Project Term for all Eligible Supplemental Projects.
- 9.21 Undocumented Workers.** During the term of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, Developer agrees to not knowingly employ any undocumented worker and if convicted of a violation under 8 U.S.C § 1324a(f), grant payments shall terminate.
- 9.22 Incorporation of Recitals.** The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

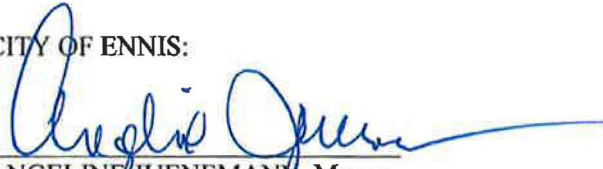
LIST OF EXHIBITS

Exhibit A	Property Description (Survey and Legal Description)
Exhibit B	Project (Site plan for Buc-ee's)
Exhibit C	Job Compliance Affidavit (form)
Exhibit D	Utilities (Water and Sewer)
Exhibit E	Street Extension and ROW (for Buc-ee's and Supplemental projects)
Exhibit F	Pole Sign

(Signature Pages Follow)

EXECUTED on this 23rd day of Feb., 2018.

CITY OF ENNIS:


ANGELINE JUVENEMANA, Mayor

ATTEST:


ANGIE WADE, City Secretary

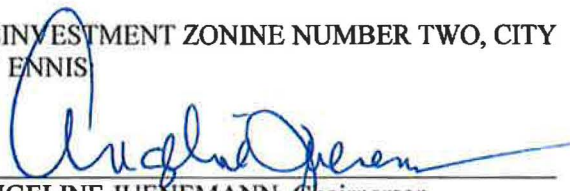
APPROVED AS TO FORM:


BRENDA N. MCDONALD
City Attorney




EXECUTED on this 23rd day of Feb., 2018.

REINVESTMENT ZONINE NUMBER TWO, CITY
OF ENNIS


ANGELINE JUENEMANN, Chairperson

ATTEST:


ANGIE WADE, City Secretary

APPROVED AS TO FORM:


BRENDA N. MCDONALD
City Attorney



EXECUTED on this 23rd day of February, 2018.

DEVELOPER:

BUC-EE'S, LTD.

By: Buc-ee's Management, LLC
a Texas limited liability company
a general partner

By: Buc-ee's Holdings, Inc.
a Texas corporation
its member

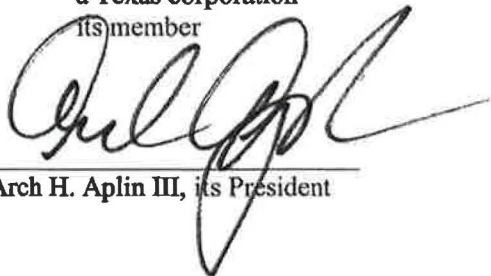
By: 
Arch H. Aplin III, its President

EXHIBIT A

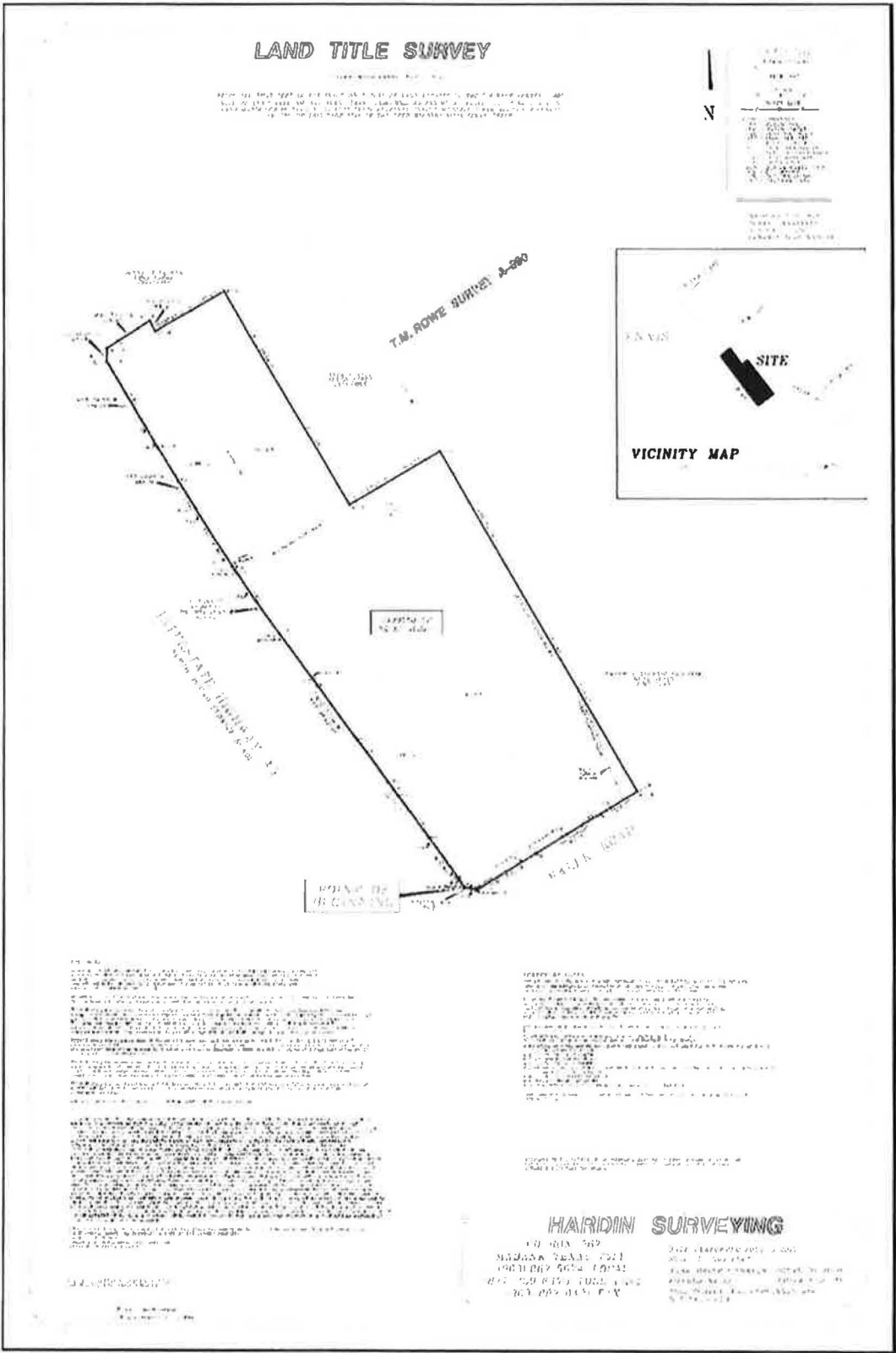


EXHIBIT B

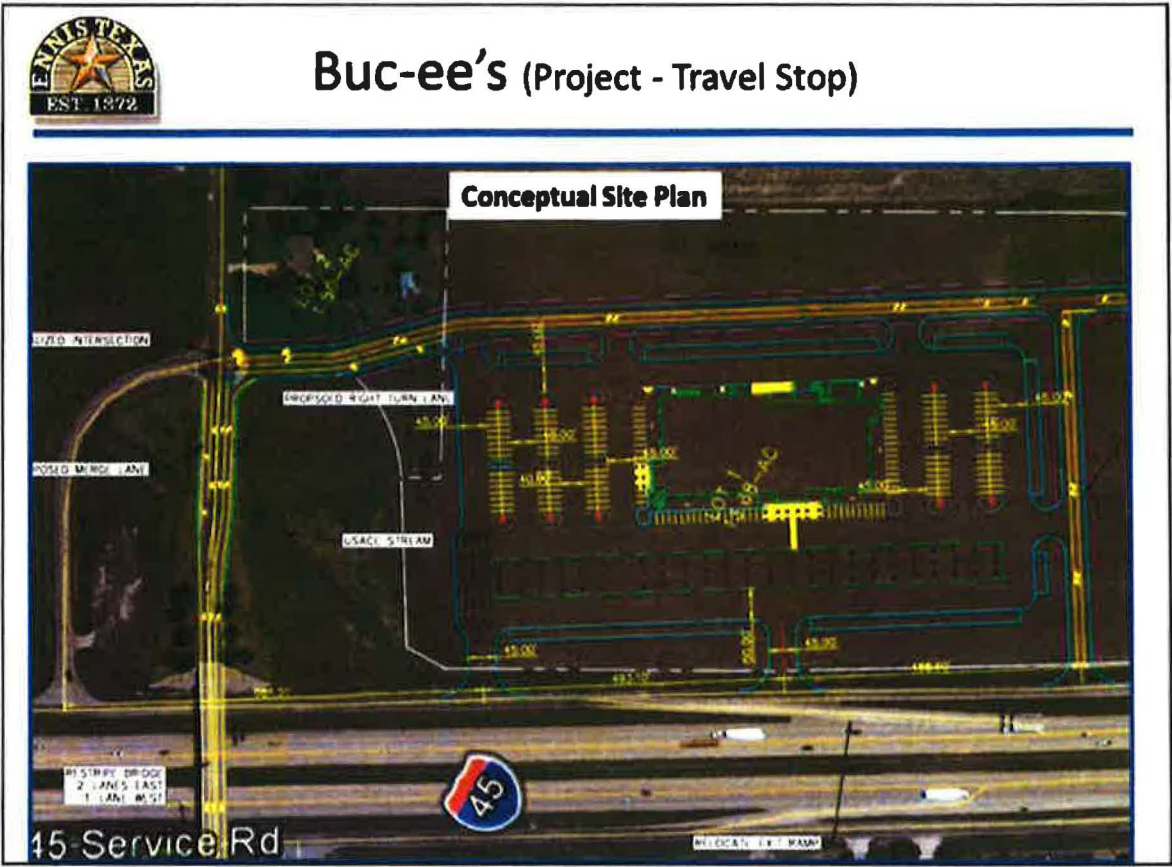


EXHIBIT C**JOB COMPLIANCE AFFIDAVIT**

STATE OF TEXAS §
 §
 COUNTY OF _____ §

On this day personally appeared _____, a person known to me, who, being duly sworn, stated as follows:

1. "My name is _____. I am over 21 years of age, have never been convicted of a felony, and am fully competent to testify to the truth of the matters stated herein. Each and every statement contained herein is based upon my personal knowledge and is true and correct.

2. I am the _____ [title] of Buc-ee's, Ltd., a Texas limited partnership, and am duly authorized to make this affidavit on behalf of Buc-ee's, Ltd.

3. At all times from January 1, _____ to December 31, _____, Buc-ee's, Ltd. directly employed at least 125 full time equivalent jobs at the Buc-ee's travel center located in _____ Texas."

Further Affiant sayeth not.

Printed Name: _____

Sworn and subscribed to before me this ____ day of _____, 20__.

 Notary Public in and for the State of Texas

Job Compliance Affidavit

Page 1 of 1

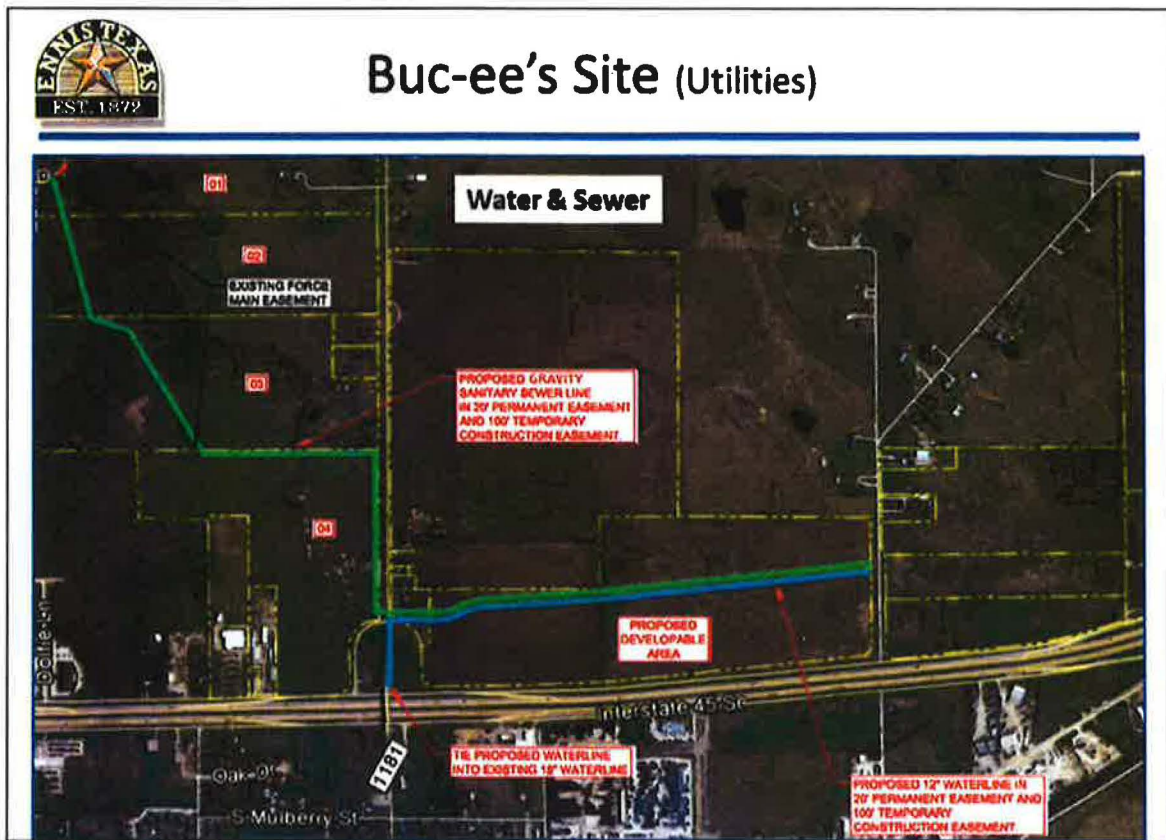
EXHIBIT D

EXHIBIT E

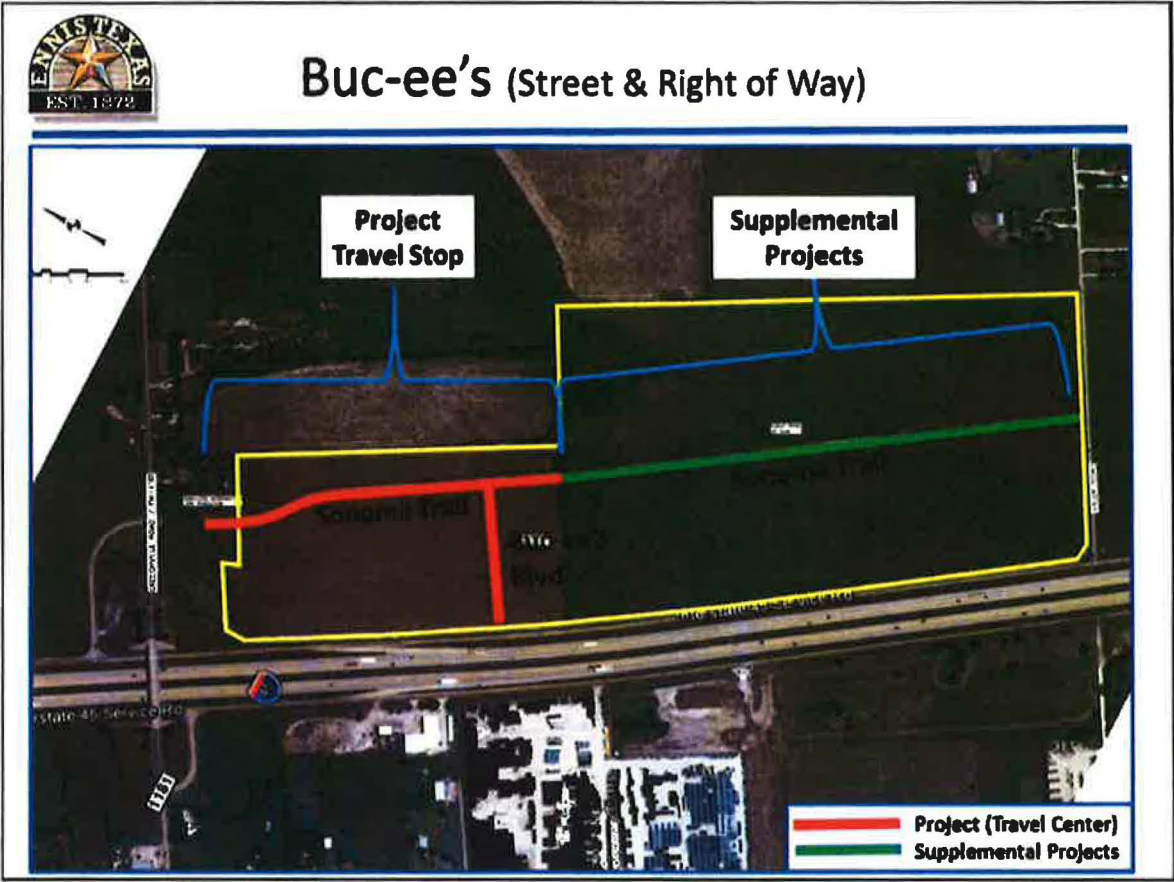
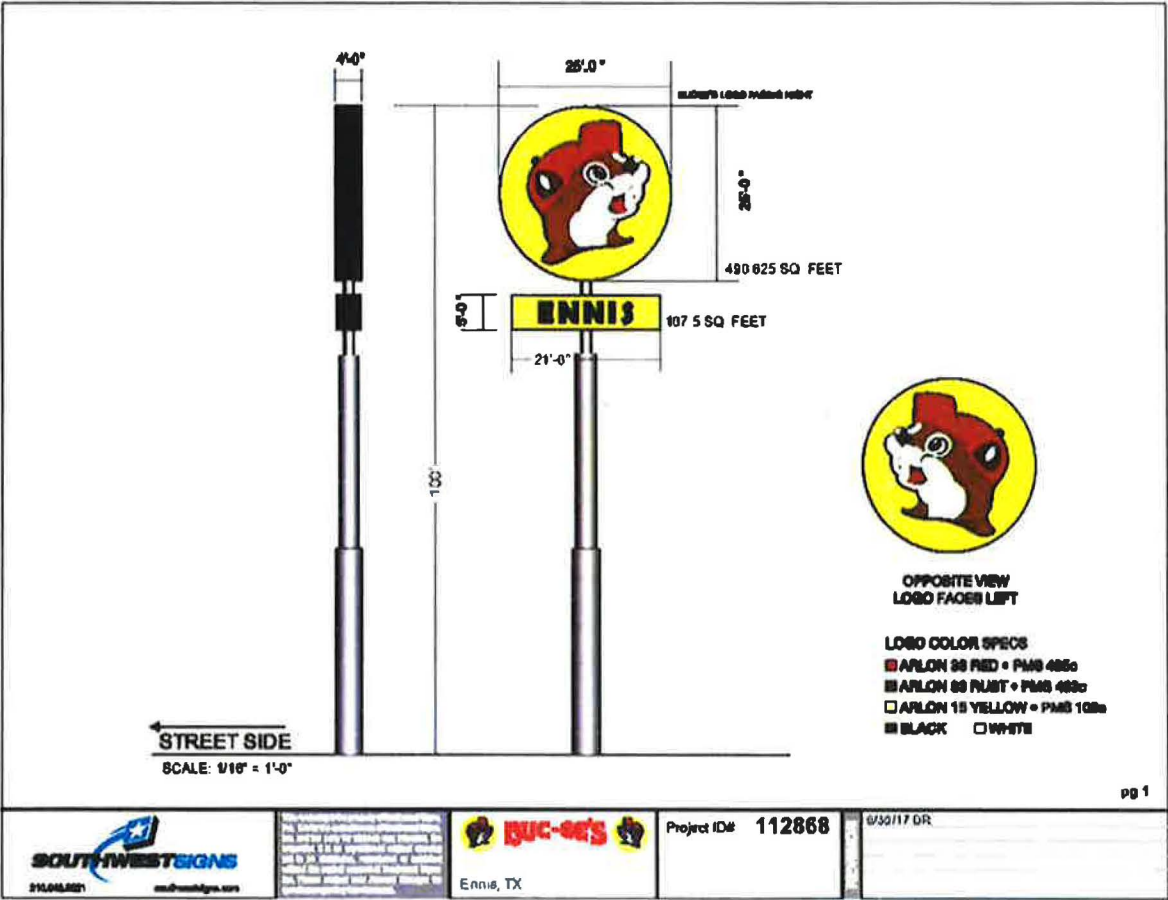


EXHIBIT F



CITY OF ENNIS, TEXAS

RESOLUTION NO. 18-1218-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS APPROVING AN ASSIGNMENT OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ENNIS AND BUC-EE'S, LTD. TO BUC-EE'S ENNIS, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas (the "City") is a home rule city operating under and pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City Commission of the City of Ennis is authorized and empowered pursuant to Section 380.001 of the Texas Local Government Code to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the City, to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Ennis has established a program under and pursuant to Section 380.001 of the Texas Local Government Code for making a grant of public money, and such program is established to promote economic development within the City and to stimulate business and commercial activity in the City; and

WHEREAS, Ennis and Buc-ee's, LTD. entered into an Economic Development Agreement dated February 23, 2018 (the "Agreement"); and

WHEREAS, in anticipation of construction of its Ennis facility, Buc-ee's, LTD now desires to assign its rights under the Agreement to an affiliated entity.

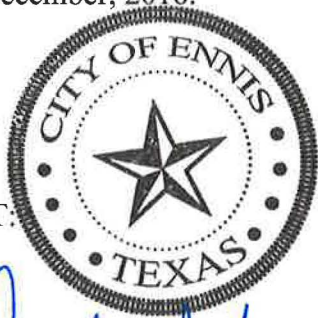
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The assignment of the Agreement between the City of Ennis and Buc-ee's, Ltd. to Buc-ee's Ennis, LLC, is hereby approved and the City Manager is authorized and empowered to execute all necessary documents on behalf of the City to effectuate the assignment of the agreement.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas this 18th day of December, 2018.



ATTEST:

By: Angie Wade
Angie Wade, City Secretary

Angeline Juenemann
Angeline Juenemann, Mayor

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”), dated as of the 20th date of December 2018 (the “**Effective Date**”), is entered into by and among Buc-ee’s, Ltd., a Texas limited partnership (“**Assignor**”), Buc-ee’s Ennis, LLC, a Delaware limited liability company (“**Assignee**”), and the City of Ennis, a Texas home-rule municipal corporation (the “**City**”). Assignor, Assignee, and the City may be referred to in this Assignment collectively as the “**Parties**”.

RECITALS

Assignor and the City entered into an Economic Development Agreement (the “**Agreement**”) dated as of the 23rd day of February 2018 defining obligations of the Assignor and the City with respect to economic incentives and financial assistance to Assignor to encourage and promote the development of property thereby enhancing and stimulating business and commercial activity in the City. Section 9.9 of the Agreement provides the Assignor may assign or transfer its rights, duties, and obligations under the Agreement only with the prior written consent by the City. Assignor wishes to assign and transfer to Assignee and Assignee wishes to assume all of Assignor’s interest in and rights under the Agreement, and the City is willing to consent to the assignment.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree, intending to be legally bound, as follows:

1. Assignment. As of the Effective Date, Assignor assigns and transfers to Assignee all of Assignor’s rights, title, and interest in, to, and under the Agreement.
2. Assumption. As of the Effective Date, Assignee accepts the foregoing assignment, and agrees to assume all duties, obligations, covenants, and agreements under the Agreement.
3. Consent. The City consents to the assignment of the Agreement from Assignor to Assignee.
4. No Waiver. Consent by the City in this Assignment shall not be construed as and does not constitute consent to or a waiver of the City’s right to consent to any other assignment of the Agreement. Assignee may not assign or transfer its rights, duties, and obligations under this Agreement without prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.
5. Governing Law and Venue. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Texas without giving effect to principles of conflict of laws of Texas.

6. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

BUC-EE'S, LTD.,
a Texas limited partnership,

By Buc-ee's Management, LLC,
a Texas limited liability company,
the general partner of Buc-ee's, Ltd.

By: Jeff Nadab
Name: Jeff Nadab
Title: General Counsel & Secretary

ASSIGNEE:

BUC-EE'S ENNIS, LLC,
a Delaware limited liability company

By: Joe O'Leary
Print Name: Joe O'Leary
Title: Vice President

CONSENT BY:

CITY OF ENNIS

By: Angelina Quereana
Name: Angelina Quereana
Title: Mayor

ATTEST:

By: Angie Wade
Name: Angie Wade
Title: City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald
BRENDA N. MCDONALD
City Attorney

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution approving a Professional Services Agreement between the City of Ennis and LTC Group, LLC for financial, operational, and clinical review services for licensed health care facilities owned by the City, and authorizing the Mayor to execute the agreement.

Meeting: ENNIS CITY COMMISSION - 19 Aug 2025

Department: Finance

Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The City of Ennis owns and operates licensed health care facilities as listed in Exhibit A of the attached Professional Services Agreement. The City desires to engage LTC Group, LLC to provide financial, operational, and clinical review services to support the operation of these facilities. Services to be provided are outlined in Exhibit B of the agreement and include financial oversight, operational compliance monitoring, clinical policy review, assistance with state and federal reporting requirements, and other related professional services.

The agreement will commence on September 1, 2025, and remain in effect until such time that all facilities are sold and all related business is concluded, unless otherwise terminated earlier in accordance with the agreement terms.

FINANCIAL IMPACT:

Funding for the services is included in the appropriate departmental budgets, with payments to be made monthly in accordance with the agreement.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the City Manager to execute the Professional Services Agreement with LTC Group, LLC, for financial, operational, and clinical review services until such time that all facilities are sold and all related business is concluded.

ATTACHMENTS:

[RESOLUTION NO.-Approval of Professional Services Agreement with LTC Group, LLC - Pdf](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ENNIS, TEXAS, AND LTC GROUP, LLC, FOR FINANCIAL, OPERATIONAL, AND CLINICAL REVIEW SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas ("City") owns and operates licensed health care facilities as described in Exhibit A of the attached agreement; and

WHEREAS, the City desires to engage LTC Group, LLC, a Texas limited liability company, to provide financial, operational, and clinical review services to support the operation of such facilities; and

WHEREAS, the services to be provided are outlined in Exhibit B of the Professional Services Agreement, including but not limited to financial oversight, operational compliance monitoring, clinical policy review, and assistance with state and federal reporting requirements; and

WHEREAS, the agreement will commence on September 1, 2025, and continue until such time that all facilities are sold and all related business is concluded, unless otherwise terminated in accordance with its terms; and

WHEREAS, the City Commission finds that entering into this agreement is in the best interest of the City and will support the effective and compliant operation of its licensed health care facilities until their sale;

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

SECTION 1: The City Commission hereby approves the Professional Services Agreement between the City of Ennis, Texas, and LTC Group, LLC, in substantially the form attached hereto.

SECTION 2: The Mayor is authorized to execute the agreement and any related documents necessary to implement the terms of the agreement, with such services to continue until such time that all facilities are sold and all related business is concluded, unless otherwise terminated earlier.

SECTION 3: This resolution shall take effect immediately upon its passage.

G.3.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of August, 2025.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

EXHIBIT A**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of September 1st, 2025 (“Effective Date”), by and between The City of Ennis Texas, a governmental entity (“Operator”), and LTC Group, LLC, a Texas limited liability company (“LTC Group”).

R E C I T A L S

WHEREAS, Operator is engaged in the business of, among other things, operating licensed health care facilities, and LTC Group is engaged in the business of providing certain financial, operational and clinical review and other professional services to licensed health care facilities;

WHEREAS, Operator has entered into leases of the real property (the “Leases”) associated with the licensed health facilities listed in Exhibit A, attached hereto and incorporated herein (each, a “Facility”);

WHEREAS, Operator has entered into management agreements (the “Management Agreements”) with certain entities (each, a “Manager”) under which Manager will manage the Facility on behalf of Operator;

WHEREAS, Operator desires to engage LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator and LTC Group desires to provide such services for the Facility on behalf of Operator in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the execution of this Agreement and of the mutual covenants and agreements herein contained, the parties hereby enter into this Professional Services Agreement and covenant and agree as follows:

ARTICLE 1. DEFINITION OF TERMS

The following terms when used in this Agreement shall have the meanings indicated:

“Governmental Authority” shall mean any court or any federal, state, or local legislative body or governmental municipality, department, commission, board, bureau, agency or authority, including without limitation, the Centers for Medicare and Medicaid Services (“CMS”), the Texas Health and Human Services Commission (“HHSC”), but not including Operator.

“License” means any license, permit, decree, act, order, authorization or other approval or instrument which is necessary in order to operate the Facility in accordance with legal requirements or otherwise in accordance with this Agreement.

“Term” means the Initial Term plus any Extended Term.

ARTICLE 2. ENGAGEMENT OF LTC GROUP**2.1 Engagement.**

2.1.1 Upon the terms and subject to the conditions of this Agreement, Operator hereby engages LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator commencing on the Effective Date. Said financial, operational and clinical review services are listed and attached hereto as Exhibit B (collectively, the “Services”).

2.1.2 The performance of all activities by LTC Group hereunder shall be on behalf of Operator for the benefit of Operator. By entering into this Agreement, Operator does not delegate to LTC Group any powers, duties or responsibilities that Operator is not authorized by law to delegate. Operator retains all other authority and control that has not been expressly delegated to LTC Group pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, LTC Group shall not have the ability, acting alone or in concert with others, to directly or indirectly influence, direct or cause the direction of the management, expenditure of money, or policies of the Facility.

2.2 Authority and Responsibility of LTC Group. In the performance of its duties hereunder, LTC Group shall be and act as an independent contractor, with the sole duty to provide the Services for the benefit of Operator and subject to the ultimate authority and control of Operator and other restrictions described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

2.3 Licenses and Permits. Operator shall at all times from and after the Effective Date and during the Term of this Agreement be solely responsible for obtaining and maintaining all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility. Operator shall be solely responsible for all reporting and other requirements necessary to obtain and maintain all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility.

2.4 Representations and Warranties.

2.4.1 Operator represents and warrants to LTC Group as follows:

- (a) Operator is a municipality established under the laws of the State of Texas.
- (b) Operator has full power and authority to enter into this Agreement and to carry out its obligations set forth herein. Operator has taken all action required by law, its organizational documents, or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of Operator enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Operator; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which it is bound.

2.4.2 LTC Group represents and warrants to Operator as follows:

- (a) LTC Group is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.

(b) LTC Group has full power and authority to enter into this Agreement and to carry out its obligations as set forth herein. LTC Group has taken all action required by law, its organizational documents or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of LTC Group enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of LTC Group; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which LTC Group is a party or by which LTC Group or any of its properties are bound.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and, subject to Sections 3.2 and 3.3, shall expire on October 1st, 2026, (the "Initial Term"). The term shall only be renewed as mutually agreed to by the parties or if the term is mutually extended ("Extended Terms") unless (i) the Agreement is terminated in accordance with the provisions of Sections 3.2 through 3.4. At the expiration of the Initial Term or any Extended Term, Operator and LTC Group desire and agree to use good faith efforts to negotiate mutually acceptable and reasonably appropriate modifications to the Agreement to address a change in any law, regulation, rule or reimbursement level, state or federal. Except as otherwise agreed to by the parties, the terms and conditions during any such Extended Term shall be the same as the terms and conditions during the Initial Term, provided that the terms of Article 4 may be modified. Notwithstanding any other provision, this Agreement shall terminate upon the termination of the Management Agreement.

3.2 Termination by Operator. This Agreement may be terminated by Operator as follows:

3.2.1 Immediately by Operator upon an Event of Default by LTC Group described in Sections 8.1.1;

3.2.2 Upon thirty (30) days prior written notice to LTC Group upon an Event of Default by LTC Group described in Sections 8.1.2 or 8.1.3 that remains uncured;

3.3 Termination by LTC Group. This Agreement may be terminated by LTC Group as follows:

3.3.1 Immediately by LTC Group upon an Event of Default by Operator described in Sections 8.2.1; or

3.3.2 Upon thirty (30) days prior written notice to Operator upon an Event of Default by Operator described in Section 8.2.2 or 8.2.3 that remains uncured.

3.4 Termination Payment. Upon Termination of this Agreement, Operator shall pay LTC Group all accrued but unpaid Services Fees. The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 3.4 shall survive any termination of this Agreement.

ARTICLE 4. COMPENSATION

4.1 Fees and Incentive Fees. In consideration of services to be performed hereunder, LTC Group shall be eligible to receive a Services Fee as described in Exhibit A. The Services Fee shall be payable monthly.

4.2 Fair Market Value. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value as determined by a third party.

ARTICLE 5. BOOKKEEPING AND BANK ACCOUNTS

5.1 Access to Books and Records.

5.1.1 LTC Group agrees to comply with all legal requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, LTC Group and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents, and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The Parties agree that any applicable attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto.

5.1.2 LTC Group acknowledges that all records are and shall remain the property of Operator, subject to such access and review by LTC Group as permitted by applicable law.

ARTICLE 6. INSURANCE

6.1 Property and Operational Insurance. During the Term of this Agreement, the Facility, at Operator's or Manager's expense, shall provide, procure and maintain all insurance required by the Management Agreement.

ARTICLE 7. ACCESS AND USE OF FACILITY

7.1 Access. During the Term of this Agreement, LTC Group shall have complete access to the Facility to the extent necessary to perform its obligations under this Agreement.

ARTICLE 8. DEFAULT

8.1 Default and Events of Default by LTC Group. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, LTC Group for purposes of this Agreement:

8.1.1 LTC Group: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to the LTC Group under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's

property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.1.2 LTC Group commits any act or fails to take any action that is specifically identified as a “Default” or an “Event of Default” by LTC Group under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.1.3 The failure by LTC Group to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.2 Default and Events of Default by Operator. The following shall each constitute a “Default” by, and an “Event of Default” with respect to, Operator for purposes of this Agreement:

8.2.1 Operator: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to Operator under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.2.2 Operator commits any act or fails to take any action that is specifically identified as a “Default” or an “Event of Default” by Operator under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.2.3 The failure by Operator to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.3 Remedies Upon an Event of Default

8.3.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue any one or more of the following courses of action: (i) to terminate this Agreement as provided in Article 3 and (ii) to institute any and all proceedings permitted by law or at equity, including, without limitation, actions for specific performance and/or damages.

8.3.2 Upon the occurrence of an Event of Default by either party, any amounts owed to the non-defaulting party shall accrue interest at an annual rate of twelve percent (12%), compounded annually, or the maximum non-usurious rate allowed by law, on the principal balance due commencing on the original due date of such payment through the date of payment.

8.3.3 The rights granted hereunder are intended to be cumulative, and shall not be in substitution for, but shall be in addition to, any and all rights and remedies available to the non-defaulting party (including, without limitation, injunctive relief and damages) by reason of applicable provisions of law or equity.

ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

9.1 **INDEMNIFICATION BY LTC GROUP.** LTC GROUP SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LTC GROUP.

9.2 **INDEMNIFICATION BY OPERATOR.** TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS LTC GROUP, ITS MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF OPERATOR AND ITS SHAREHOLDERS OR PARTNERS, AGENTS, EMPLOYEES, AND CONTRACTORS TO THE EXTENT THEY ARE UNDER THE DIRECTION AND CONTROL OF OPERATOR.

ARTICLE 10. ASSIGNMENT

10.1 Assignment

10.1.1 Neither LTC Group nor Operator shall assign or transfer its interest in this Agreement without the prior written consent of the other party which consent may be withheld in the sole discretion of such other party. For purposes of this Agreement, the following shall be considered an assignment or transfer of this Agreement: (i) any assignment, transfer, sale or disposition of the majority of the ownership interest of LTC Group, voluntarily or involuntarily, by the parties who owned such interest on the Effective Date, (ii) any issuance of ownership interest of LTC Group or other transaction that results in a change in the control of LTC Group or Operator, or (iii) any merger, consolidation or other similar transaction to which LTC Group or Operator is party.

10.1.2 In the event either party consents to an assignment of this Agreement by the other, no further assignment shall be made without the express consent in writing of such party, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. An assignment by either Operator or LTC Group of its interest in this Agreement shall not relieve Operator or LTC Group, as the case may be, from their respective obligations under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Duplicative Services. LTC Group enters into this Agreement with the expectation that any contracts entered into by the Operator for similar services have been terminated. Operator reserves the right to engage other consultants for work not within the scope of LTC Group's services, as Operator deems appropriate and at Operator's expense.

11.2 Further Assurances. Except as specifically provided in this Agreement, Operator or LTC Group, as the case may be, shall cause to be executed and delivered to the other party all such other instruments and shall take or cause to be taken such further or other action as may reasonably and in good faith be deemed by the other party to be necessary or desirable in order to further assure the performance by Operator or LTC Group, as the case may be, of any of their respective obligations under this Agreement.

11.3 Confidentiality. The parties hereto agree that the matters set forth in this Agreement are strictly confidential and other than as may be required by applicable state open records law and/or securities laws and regulations, each party will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the written consent of the other party.

11.4 Consents. Wherever in this Agreement the consent or approval of Operator or LTC Group is required and the same is not expressly indicated to be as the sole discretion of a party, such consent or approval shall not be unreasonably withheld, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval.

11.5 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of Texas.

11.6 Headings. Headings of Articles and Sections are inserted only for convenience and in no way limit the scope of the particular Articles or Sections to which they refer.

11.7 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth (5th) business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Operator, to:
The City of Ennis
115 W. Brown Street
Ennis, TX 75119
Attn: Financial Director

If to LTC Group:
LTC Group, LLC
3267 Bee Caves Road, Ste 517
Austin, TX 78746
Attn: President

11.8 HIPAA Compliance. The parties agree that the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA") and Title 2, Section I, Chapter 181 of the Texas Medical Records Privacy Act. Furthermore, the parties

shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA, the Texas Medical Records Privacy Act, or any new or revised legislation, rules, and regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation in order to ensure that the parties are at all times in conformance with all such laws.

11.9 Entire Agreement. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings and may be changed only by a writing signed by both parties hereto.

11.10 Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

11.11 Partial Invalidity. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on LTC Group or Operator, or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.

11.12 Construction. No provisions of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

11.13 Limit on Recourse. Operator's and LTC Group's obligations under this Agreement are not with recourse to any director, manager, officer, employee, member, or agent of Operator or LTC Group, respectively.

11.14 Disclaimer. None of the services or assistance offered to Operator by LTC Group, or payments made to the LTC Group, shall in any manner be construed as an inducement for the referral of any patients or for the arrangement of any services covered under a Federal healthcare program. The parties do not intend the terms of this Agreement to provide for, and nothing in this Agreement shall be deemed or in any manner construed to be, the solicitation, receipt, offer or payment of remuneration for the furnishing of any item or service for which payment may be made in whole or in part under a Federal healthcare program, or in return for purchasing, leasing, ordering or arranging for, or recommending purchasing, leasing, ordering, any good, facility, service or item for which payment may be made in whole or in part under a Federal healthcare program. Such services and assistance are wholly intended to improve the delivery of health care services to the population and communities served by the parties, and are provided in a manner so as to confer a benefit on those communities. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Operator and LTC Group shall attempt in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangement between Operator and LTC Group.

11.15 Authority. Each individual who has signed this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing.

11.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts may be delivered by facsimile (and/or Adobe ® PDF), and shall be effective when received, with the original copy sent by overnight delivery service. This Agreement shall be of no force or effect unless and until it has been executed and delivered by both parties.

11.17 Dispute Resolution. Each party agrees that any dispute between the Parties that arises from this Agreement, or the operation of the Facility, including any action to interpret, construe or enforce this Agreement shall be resolved through binding arbitration in accordance with the Chapter 171 of the Texas Civil Practices and Remedies Code and the rules of the American Health Lawyers Association Alternative Dispute Resolution Service then in effect, or other nationally recognized alternative dispute resolution service that is mutually agreeable to the Parties. This provision shall not prohibit either Party from seeking any necessary injunctive relief from a court of competent jurisdiction in connection with any dispute arising from this Agreement or the operation of the Facility. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY ARISE FROM THIS AGREEMENT OR THE OPERATION OF THE FACILITY.**

11.18 Change in Law. If there is a change in any law, regulation, rule or reimbursement, state or federal, which adversely affects this Agreement, the Facility or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to eliminate or reduce the substantial adverse effect on that party .

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

The City of Ennis:

By: _____
Printed:
Title:

LTC GROUP, LLC

By: _____
Lee Hughes
For LLC Group, LLC, its Manager

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EXHIBIT A
FACILITIES AND SERVICES FEES

Facility Name	CHOW Date
Bridgeport Medical Lodge	3/1/2025
Decatur Medical Lodge	3/1/2025
Pecan Tree Rehab & Healthcare Center	3/1/2025
Sterling Oaks Rehabilitation	4/1/2025
Belterra Health & Rehab	5/1/2025
Cascades Port Arthur	5/1/2025
Royse City Medical Lodge	6/1/2025
Broadmoor Medical Lodge	6/1/2025
Epic Nursing & Rehabilitation	6/1/2025
Killeen Nursing & Rehabilitation	6/1/2025
The Brazos of Waco	6/1/2025
Las Brisas Rehabilitation & Wellness Suites	6/1/2025
Windmill Village Rehabilitation & Care Center	8/31/2025
Las Ventanas de Socorro	8/31/2025
Summer Meadows	8/31/2025
Edgewood Manor	8/31/2025
Pittsburg Nursing Center	8/31/2025
The Waterton at Cowhorn Creek	8/31/2025
Garland Nursing & Rehabilitation	8/31/2025
Trinity Nursing & Rehab of Granbury	8/31/2025
Wood Memorial Nursing & Rehabilitation Center	8/31/2025
Parks Health Center	8/31/2025
Parkwood in the Pines	8/1/2025
Rockdale Estates & Rehabilitation	8/31/2025

24 facilities			Q4 Year 8 File Year 8 Recon					Adjustment Fil
		25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	Sep-26
	Bridgeport Medical Lodge	3/1/25	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Decatur Medical Lodge	3/1/25	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Pecan Tree Rehab & Healthcare	3/1/25	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Sterling Oaks Rehabilitation	4/1/25	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Belterra Health & Rehab	5/1/25	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Cascades Port Arthur	5/1/25	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Royse City Medical Lodge	6/1/25	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Broadmoor Medical Lodge	6/1/25	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Epic Nursing & Rehabilitation	6/1/25	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Killeen Nursing & Rehabilitation	6/1/25	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
AP	The Brazos of Waco	6/1/25	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Las Brisas Rehabilitation & Wellr	6/1/25	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$100
	Windmill Village Rehabilitation &	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Las Ventanas de Socorro	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
AP	Summer Meadows	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
AP	Edgewood Manor	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Pittsburg Nursing Center	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	The Waterton at Cowhorn Creek	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Garland Nursing & Rehabilitation	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Trinity Nursing & Rehab of Grant	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Wood Memorial Nursing & Rehal	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Parks Health Center	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
	Parkwood in the Pines	8/1/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100
AP	Rockdale Estates & Rehabilitatio	8/31/25	\$6,000	\$6,000	\$2,000	\$1,000	\$1,000	\$100

Note: No services are contemplated from March 2026 through August 2026. An adjustment file for year 8 will be published in September of 2026. If the City wishes for LTC to complete work during the period of March 2026 through August 2026, or subsequent to September 2026, the parties will work together to agree to terms for any required work.

**EXHIBIT B
SERVICES**

LTC Group shall perform the following services subject to Operator's review and oversight:

1. Financial services on behalf of the Operator:
 - a. Daily review of accounts for deposits; weekly or bi-weekly wire transfers to the operators;
 - b. Review and/or prepare monthly reconciliation of bank accounts;
 - c. Prepare month end closing journal entries for Operator financial statements;
 - d. Ensure financial mechanisms are in place to ensure timely distribution of funds to meet obligations;
 - e. Assist with annual Operator audits.
2. Assist the Operator to oversee and assure compliance with the Quality Incentive Payment Program Components and Metrics.
3. Assist the Operator with other matters involving distribution, reconciliation, reporting, and/or audits of provider relief funds, grants and similar payments.
4. Manager will serve as Operator's agent for purposes of demonstrating operator involvement, as delineated in 42 CFR §483.75(f), such as proof of oversight, monitoring, or attendance.
5. A regular review of the Facility's finances, including, but not limited to, the following:
 - a. Monthly Budget Review: As necessary, a review of Manager's collection and deposit of all net patient revenue to the depository account and management of the cash flow of the Facility, including, without limitation, billing all patients and governmental or other third-party payors for all services provided by or at the facility, collecting all net patient revenue.
 - b. As necessary, a review of all books and records relating to the operation of the facility;
 - c. As necessary, a review of all cost, expense and reimbursement reports and related documents relating to services provided to residents, including without limitation the Medicare and Medicaid cost reports and Texas supplemental payment programs;
 - d. As necessary, review of Minimum Data Set ("MDS") and Resident Assessment Protocols ("RAPs") on a schedule and as required by applicable federal regulations, including 42 C.F.R. §483.20;
 - e. LTC Group, as necessary, shall request and review the HHSC annual RUG review/audit; and
 - f. As necessary, review of annual operating budget proposed by Manager.
6. A regular review of the Facility's operations, including, but not limited to, the following:
 - a. Daily census tracking and review of monthly occupancy report;
 - b. Annual on-site visit with facility administrator, or virtual meetings if pandemic concerns are high and on-site visits are restricted; This on-site visit will only be required if the previous provider of these services has not conducted an on site visit within the current program year.
 - c. Monthly compliance monitoring;
 - d. As needed, assist with any survey, inspection or site investigation or accreditation process conducted by a governmental, regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility, and assist with the implementation of any official findings of such reviews;
 - e. Assist Operator with any legal dispute in which Operator is involved relating to the ownership, services or operation of the facility; and
 - f. Assist Operator and its certified public accountants in connection with any audit, review

or reports conducted or prepared in connection with the ownership or operation of the Facility.

7. A regular review of the Facility's clinic performance, including, but not limited to, the following:
 - a. As necessary, review clinical compliance for facilities;
 - b. As necessary, Annual Clinical Policy Review;
 - c. As needed, a review of the Facility's resident care and health care policies and procedures and general administrative policies and procedures, including, without limitation, policies and procedures for the control of revenue and expenditures, for the purchasing of supplies and services, for the control of credit, and for the scheduling of maintenance;
 - d. As necessary, assist facility in accordance with a quality assessment performance improvement program and a compliance plan; and
 - e. As necessary, as reasonably requested, review and assist with quality assurance committee.
8. Upon the request of Operator, attend meetings of Operator's governing board or executive staff to discuss services and other relevant issues.

9. Other tasks requiring completion by the City of Ennis:

Note: Some items may be restated or mirror work already delineated above, but are restated here to encompass the discussions between the parties.

1. Assist in recovering IGT paid out in phase 1 of Year 8
2. Assist with the allocation, recovery, or distribution of the supplemental revenue due to the City from Y8 participation
3. Calculate and assist with the recovery the of second phase of Y8 IGT from the new NF owners
4. Y7 and Y8 post fiscal year end reconciliation.
5. Reporting and compliance
6. Assist with LOFTS reporting in October of 2025

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider an Ordinance accepting and approving the 2025 Annual Service Plan Update and an Updated 2025 Assessment Roll for Public Improvements for the Hollow Public Improvement District
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: City Secretary
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

On December 5, 2023, the City Commission adopted Resolution 23-1205-F6 authorizing and creating the Hollow Public Improvement District. On January 23, 2024, the Service and Assessment Plan and Assessment Roll were adopted for the District. The 2024 Annual Service Plan Update for the Hollow District and Assessment Roll for 2024 were adopted by Ordinance 24-0716-G1.

Section 371.013 of the Texas Local Government Code requires that the Service and Assessment Plan must cover a period of at least 5 years, must define the annual indebtedness and projected costs for improvements, and must be reviewed and updated annually for the purpose of determining the annual budget for improvements. The Hollow Public Improvement District 2025 Annual Service Plan Update for fiscal year 2025-2026, including the Updated Assessment Roll, has been submitted to staff and the City Commission for review and adoption. This action complies with the requirements of Section 371.013 of the Texas Local Government Code.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[ORDINANCE NO.-2025-2026 Hollow PID Service and Assessment Plan and Assessment Roll - Pdf](#)



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, ACCEPTING AND APPROVING THE 2025 ANNUAL SERVICE PLAN UPDATE AND AN UPDATED 2025 ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE HOLLOW PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED (FY 2025-2026); MAKING VARIOUS FINDINGS AND PROVISIONS TO THE SUBJECT; PROVIDING DEFINITIONS; PROVIDING FOR ADOPTION; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR FILING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas (the "City") is authorized under Chapter 372 of the Texas Local [Government Code](#), as amended (the "Act"), to create a public improvement district within its corporate limits; and

WHEREAS, on December 5, 2023, the City Commission passed and adopted Resolution No. 23-1205-F6 which authorized The Hollow Public Improvement District (the "District") in accordance with the City Commission's findings as to the advisability of the public improvement projects described in the petition and as to the advisability of creating the District; and

WHEREAS, on January 23, 2024, the City Commission approved Ordinance No. 24-0123-F1 adopting The Hollow Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") for the District, and adopting an Assessment Roll for the District (the "Assessment Roll"); and

WHEREAS, on July 16, 2024, the City Commission approved the 2024 Annual Service Plan Update for the District by Ordinance No. 24-0716-G1 which updated the Assessment Roll for 2024; and

WHEREAS, pursuant to Section 371.013 of the Act, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for Improvements as defined therein; and

WHEREAS, the City Commission has received the "The Hollow Public Improvement District 2025 Annual Service Plan Update" for fiscal year 2025-2026 (the "2025 Annual Service Plan Update") which includes the Updated Assessment Roll, and acts as the Annual Service Plan Update to the Service and Assessment Plan for 2025, and now desires to proceed with the adoption of this Ordinance which approves and adopts the 2025 Annual Service Plan Update and Updated Assessment Roll for the District as required by the Act.

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

SECTION 1. Incorporation of Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION 2. Definitions. Terms not otherwise defined herein shall have its meanings set forth in the Service and Assessment Plan.

SECTION 3. Adoption of Annual Service Plan and Assessment Roll Update. The 2025 Annual Service Plan Update and the Updated Assessment Roll, attached hereto as Exhibit A and incorporated herein, is hereby approved and adopted by the City Commission.

SECTION 4. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Commission that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. Cumulative Repealer. This Ordinance shall be cumulative of all other Ordinances of the City 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 Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6. Filing Requirement. In accordance with Section 372.013(e) of the Act, the City Secretary is directed to cause a copy of this Ordinance, including the Annual Service Plan Update to the Service and Assessment Plan for 2025, to be filed with the County Clerk of Ellis County to be recorded in the real property records of Ellis County, not later than the seventh day after the date the City Commission adopts this Ordinance approving the Annual Service Plan Update to the Service and Assessment Plan for 2025.

SECTION 7. Effective Date. This Ordinance shall take effect immediately from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 19th day of August, 2025.

G.4.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

EXHIBIT A



THE HOLLOW PUBLIC IMPROVEMENT DISTRICT 2025 ANNUAL SERVICE PLAN UPDATE

AUGUST 19, 2025

INTRODUCTION

Capitalized terms used in this 2025 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in The Hollow Public Improvement District Service and Assessment Plan (the “SAP”), used for identifying the Authorized Improvements and providing the method of Assessments against Assessed Property within the District.

The District was created pursuant to the PID Act by Resolution No. 23-1205-F6 on December 5, 2023, by the City Commission to finance certain Authorized Improvements for the benefit of the property in the District.

On January 23, 2024, the City Commission approved the SAP for the District by adopting Ordinance No. 24-0123-F1 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Roll.

On July 16, 2024, the City Council approved the 2024 Annual Service Plan Update for the District by Ordinance No. 24-0716-G1 which updated the Assessment Roll for 2024.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Parcels within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2025.

The City Commission also adopted an Assessment Roll identifying the Assessments on each Lot within the District, based on the method of assessment identified in the SAP. This 2025 Annual Service Plan Update also updates the Assessment Roll for 2025.

PARCEL SUBDIVISION

The final plat of The Hollow, attached as **Exhibit C**, was filed and recorded with the County on February 11, 2025.

See the completed Lot Type classification summary within the District below:

District	
Lot Type	Number of Units
1	96
Total	96

See **Exhibit D** for the Lot Type Classification Map.

LOT AND HOME SALES

Per the Developer in correspondence as of March 31, 2025, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 96 Lots
- Homebuilder Owned:
 - Lot Type 1: 0 Lots
- End-User Owner:
 - Lot Type 1: 0 Lots

See **Exhibit E** for the Buyer Disclosures.

AUTHORIZED IMPROVEMENTS

Per the Developer in correspondence, the Authorized Improvements listed in the SAP for the District are currently under construction and projected to be completed in the third quarter of 2025. The budget for the Authorized Improvements remains unchanged as shown in the table below.

Authorized Improvement Budget				
Authorized Improvement	Budget ^[a]	Spent to Date ^[b]	Percent Complete ^[c]	Forecast Completion Date
Roads	\$ 1,875,502.59	\$ 2,286,948.50	121.94%	August 1, 2025
Water	632,078.49	588,320.91	93.08%	August 1, 2025
Sanitary Sewer	754,427.78	871,914.60	115.57%	August 1, 2025
Storm Drainage	1,444,916.39	2,041,440.75	141.28%	August 1, 2025
Soft Costs	1,365,008.07	286,297.76	20.97%	August 1, 2025
	\$ 6,071,933.32	\$ 6,074,922.52	100.05%	August 1, 2025

Footnotes:

[a] Per the 2024 SAP.

[b] As provided by the Developer and subject to change. Authorized Improvement costs are estimates and will be updated with each Annual Service Plan Update, or Amended and Restated Service and Assessment Plan as appropriate.

[c] Includes cost-overruns.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$2,390,596.16.

ANNUAL INSTALLMENT DUE 1/31/2026

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$173,598.84.
- **Annual Collection Costs**– The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs due January 21, 2026, budgeted for the Annual Installment is \$34,962.20.

District	
Annual Collection Costs Breakdown	
Administration	\$ 18,727.20
City Auditor	1,000.00
Filing Fees	1,000.00
County Collection	1,000.00
Draw Request Review	3,400.00
Collection Cost Maintenance Balance	10,000.00
Less CCMB Credit from Prior Years	(165.00)
Total Annual Collection Costs	\$ 34,962.20

District	
Due January 31, 2026	
Principal	\$ 36,378.62
Interest	137,220.22
Annual Collection Costs	34,962.20
Total Annual Installment Due	\$ 208,561.04

Please contact P3Works for the pay period for the Reimbursement Obligation. See **Exhibit B** for the reimbursement schedule for the Reimbursement Obligation.

PREPAYMENT OF ASSESSMENT IN FULL

No full Prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENT

No partial Prepayments of Assessments have occurred within the District.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		District				
Annual Installments		1/31/2026	1/31/2027	1/31/2028	1/31/2029	1/31/2030
Principal		\$ 36,378.62	\$ 38,466.76	\$ 40,674.75	\$ 43,009.48	\$ 45,478.22
Interest		137,220.22	135,132.09	132,924.09	130,589.36	128,120.62
	(1)	\$ 173,598.84	\$ 173,598.84	\$ 173,598.84	\$ 173,598.84	\$ 173,598.84
Annual Collection Costs	(2)	\$ 34,962.20	\$ 25,629.74	\$ 26,142.34	\$ 26,665.19	\$ 27,198.49
Total Annual Installment	(3) = (1) + (2)	\$ 208,561.04	\$ 199,228.59	\$ 199,741.18	\$ 200,264.03	\$ 200,797.33

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A-1**. The Assessment Roll by block and lot, as identified on The Hollow Final Plat and shown on **Exhibit C**, is attached hereto as **Exhibit A-2**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2025 Annual Installments which will be delinquent if not paid by January 31, 2026. The Parcel IDs shown on the Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

EXHIBIT A-1 – ASSESSMENT ROLL

Property ID ^[a]	Lot Type	District	
		Outstanding Assessment	Annual Installment Due 1/31/2026 ^[b]
183825	Initial Parcel	\$ 2,390,596.16	\$ 208,561.04
Total		\$ 2,390,596.16	\$ 208,561.04

Footnotes:

- [a] The entire District is contained within Property ID 183825. Future allocation of the Assessment will occur in accordance with **Section VI** of the 2024 SAP. The Property ID shown in the Assessment Roll are subject to change based on the final certified rolls provided by the County prior billing.
- [b] Annual Installment due may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT A-2 – ASSESSMENT ROLL BY BLOCK AND LOT

Property ID ^[a]	Legal Description		Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[c]
	Block	Lot			
TBD	A	1	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	2	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	3	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	4	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	5	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	6	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	7	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	8	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	9	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	10	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	11	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	12	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	13	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	14X	Non-Benefited	\$ -	\$ -
TBD	A	15	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	16	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	17	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	18	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	19	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	20	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	21	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	22	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	22X	Non-Benefited	\$ -	\$ -
TBD	A	23	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	24	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	25	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	26	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	27	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	28	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	29	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	30	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	31	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	A	32X	Non-Benefited	\$ -	\$ -
TBD	B	1	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	2	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	3	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	4	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	5	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	6	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	7	Lot Type 1	\$ 24,902.04	\$ 2,172.51

Property ID ^[a]	Legal Description		Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[c]
	Block	Lot			
TBD	B	8	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	9	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	10	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	11	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	12	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	13	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	14	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	15	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	16	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	17	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	18	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	19	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	20	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	21	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	22	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	23	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	24	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	25	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	26	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	27	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	28	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	29	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	30	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	31	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	32	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	33	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	B	34X	Non-Benefited	\$ -	\$ -
TBD	B	35X	Non-Benefited	\$ -	\$ -
TBD	C	1	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	2	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	3	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	4	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	5	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	6	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	7	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	8	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	9	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	10	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	C	11	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	1	Lot Type 1	\$ 24,902.04	\$ 2,172.51

Property ID ^[a]	Legal Description		Lot Type	Outstanding Assessment	Annual Installment due 1/31/2026 ^[c]
	Block	Lot			
TBD	D	2	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	3	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	4	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	5	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	6	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	7	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	8	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	9	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	10	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	11	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	12	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	13	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	14	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	15	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	D	16	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	E	1	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	E	2	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	E	3	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	E	4	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	E	5	Lot Type 1	\$ 24,902.04	\$ 2,172.51
TBD	E	6	Lot Type 1	\$ 24,902.04	\$ 2,172.51
Total^[b]				\$ 2,390,596.16	\$ 208,561.04

Footnotes:

[a] The Hollow Final Plat identifies the block and lot of each Parcel and has been recorded with the County but not yet assigned Property IDs by the Ellis Appraisal District.

[b] Totals may not match Service Plan or Annual Installment schedule due to rounding.

[c] Annual Installment billed accordingly to Property IDs at time of billing; The entire District is contained within Property ID 183825.

EXHIBIT B – REIMBURSEMENT SCHEDULE

Annual Installment Due 1/31	Principal	Interest ^[a]	Total P&I
2026	\$ 36,378.62	\$ 137,220.22	\$ 173,598.84
2027	\$ 38,466.76	\$ 135,132.09	\$ 173,598.84
2028	\$ 40,674.75	\$ 132,924.09	\$ 173,598.84
2029	\$ 43,009.48	\$ 130,589.36	\$ 173,598.84
2030	\$ 45,478.22	\$ 128,120.62	\$ 173,598.84
2031	\$ 48,088.67	\$ 125,510.17	\$ 173,598.84
2032	\$ 50,848.96	\$ 122,749.88	\$ 173,598.84
2033	\$ 53,767.69	\$ 119,831.15	\$ 173,598.84
2034	\$ 56,853.96	\$ 116,744.88	\$ 173,598.84
2035	\$ 60,117.38	\$ 113,481.47	\$ 173,598.84
2036	\$ 63,568.11	\$ 110,030.73	\$ 173,598.84
2037	\$ 67,216.92	\$ 106,381.92	\$ 173,598.84
2038	\$ 71,075.17	\$ 102,523.67	\$ 173,598.84
2039	\$ 75,154.89	\$ 98,443.95	\$ 173,598.84
2040	\$ 79,468.78	\$ 94,130.06	\$ 173,598.84
2041	\$ 84,030.29	\$ 89,568.56	\$ 173,598.84
2042	\$ 88,853.63	\$ 84,745.22	\$ 173,598.84
2043	\$ 93,953.82	\$ 79,645.02	\$ 173,598.84
2044	\$ 99,346.77	\$ 74,252.07	\$ 173,598.84
2045	\$ 105,049.28	\$ 68,549.56	\$ 173,598.84
2046	\$ 111,079.11	\$ 62,519.74	\$ 173,598.84
2047	\$ 117,455.05	\$ 56,143.80	\$ 173,598.84
2048	\$ 124,196.97	\$ 49,401.88	\$ 173,598.84
2049	\$ 131,325.87	\$ 42,272.97	\$ 173,598.84
2050	\$ 138,863.98	\$ 34,734.86	\$ 173,598.84
2051	\$ 146,834.77	\$ 26,764.07	\$ 173,598.84
2052	\$ 155,263.09	\$ 18,335.76	\$ 173,598.84
2053	\$ 164,175.19	\$ 9,423.66	\$ 173,598.84
Total	\$ 2,390,596.16	\$ 2,470,171.43	\$ 4,860,767.59

Footnotes:

[a] Interest is at 5.74%, which is 2% over the bond buyer index in accordance with the PID Act, and is pursuant to the Reimbursement Agreement.

[illegible]

STATE OF TEXAS
COUNTY OF ELLIS

WHEREAS, LACKLAND HOLLOW DEVELOPMENT, LLC, is the owner of a tract of land out of the Osborne Garrett Survey, Abstract Number 383, in the Ellis County, Texas, and being all of that tract of land described by deed to LACKLAND HOLLOW DEVELOPMENT, LLC, as recorded under Document Number 2301708, Official Public Records, Ellis County, Texas, (O.P.R.E.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83):

BEGINNING at a 1/2 inch rebar found within an asphalt road known as Sleepy Hollow Road, having a variable width right-of-way, for the northeast corner of said Lackland tract and the herein described tract;

THENCE North 38 degrees 51 minutes 07 seconds East, with the northwest line of said Lackland tract, a distance of 1,778.25 feet to a 1/2 inch rebar found for the northeast corner thereof;

THENCE South 33 degrees 15 minutes 05 seconds East, with the east line of said Lackland tract, a distance of 319.02 feet to a 5/8 inch rebar found;

THENCE South 32 degrees 23 minutes 33 seconds East, with the east line of said Lackland tract, a distance of 33.68 feet to a 1/2 inch rebar with an illegible cap found for the northeast corner of Sleepy Hollow Manor, Unit 1, an addition in Ellis County, Texas, according to the plat recorded under Cabinet F, Slide 148, Plat Records, Ellis County, Texas, (P.R.E.C.T.);

THENCE with the westerly line of said Sleepy Hollow Manor, the following calls:

1. South 56 degrees 12 minutes 25 seconds West, a distance of 116.38 feet to a 1/2 inch rebar found;

2. South 61 degrees 56 minutes 27 seconds West, a distance of 50.05 feet to a 1/2 inch rebar found, from which a 5/8 inch rebar with cap stamped, "WISC" found bears North 16 degrees West, a distance of 0.30 feet;

3. South 56 degrees 12 minutes 23 seconds West, a distance of 64.91 feet to a 1/2 inch rebar found at the beginning of a tangent curve to the left, having a radius of 350.00 feet, with a delta angle of 32 degrees 27 minutes 00 seconds, whose chord bears South 39 degrees 58 minutes 59 seconds West, a distance of 304.35 feet, from which a 5/8 inch rebar with cap stamped, "WISC" found bears North 56 degrees West, a distance of 0.25 feet;

4. Along said tangent curve to the left, an arc length of 311.50 feet to a 1/2 inch rebar found, from which a 5/8 inch rebar with cap stamped, "WISC" found bears North 65 degrees West, a distance of 0.58 feet;

5. South 23 degrees 45 minutes 23 seconds West, a distance of 31.11 feet to a 1/2 inch rebar found at the beginning of a tangent curve to the right having a radius of 350.00 feet, with a delta angle of 19 degrees 59 minutes 54 seconds, whose chord bears South 39 degrees 58 minutes 29 seconds West, a distance of 304.35 feet, from which a 5/8 inch rebar with cap stamped, "WISC" found bears North 56 degrees West, a distance of 0.65 feet;

6. Along said tangent curve to the right, an arc length of 52.36 feet to a 1/2 inch rebar found, from which a 5/8 inch rebar with cap stamped, "WISC" found bears North 55 degrees West, a distance of 0.73 feet;

7. South 43 degrees 45 minutes 29 seconds West, a distance of 767.13 feet to a point at the beginning of a tangent curve to the left having a radius of 450.00 feet, with a delta angle of 35 degrees 00 minutes 02 seconds, whose chord bears South 26 degrees 15 minutes 29 seconds West, a distance of 270.44 feet, from which a 1/2 inch rebar found bears South 47 degrees East, a distance of 0.34 feet and from which a 1/2 inch rebar found bears South 04 degrees East, a distance of 0.34 feet;

8. Along said tangent curve to the left, an arc length of 274.89 feet to a 1/2 inch rebar found, from which a 5/8 inch rebar with an illegible cap found bears South 26 degrees West, a distance of 0.68 feet;

9. South 08 degrees 45 minutes 29 seconds West, a distance of 220.68 feet to a 1/2 inch rebar with cap stamped, "GEER" found at the beginning of a tangent curve to the right, having a radius of 700.00 feet, with a delta angle of 49 degrees 59 minutes 52 seconds, whose chord bears South 33 degrees 45 minutes 29 seconds West, a distance of 42.26 feet, from which a 5/8 inch rebar with cap stamped, "WISC" found bears South 48 degrees West, a distance of 0.36 feet;

10. Along said tangent curve to the left, an arc length of 43.65 feet to a 1/2 inch rebar with cap stamped, "GEER" found, from which a 5/8 inch rebar with cap stamped, "WISC" found bears South 49 degrees West, a distance of 0.75 feet;

11. South 58 degrees 45 minutes 29 seconds West, a distance of 43.63 feet to a MAG nail found within said Sleepy Hollow Road, same being the northwest corner of said Sleepy Hollow Manor, and being in the west line of said Lackland tract, from which a cotton spindle found bears South 59 degrees West, a distance of 0.43 feet;

THENCE North 30 degrees 53 minutes 45 seconds West, with the west line of said Lackland tract, a distance of 1,030.57 feet to the POINT OF BEGINNING and enclosing 24,252 acres (1,056,399 square feet) of land, more or less

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LACKLAND HOLLOW DEVELOPMENT, LLC, acting herein by and through its duly authorized officers, do/does hereby adopt this plat designating the hereinabove described property as Lots 1-13, 15-31, 14X, 22X, 32X, Block A; Lots 1-13, 34X-35X, Block B; Lots 1-11, Block C; Lots 1-16, Block D; and Lots 1-6, Block E, of The Hollow, an addition to Ellis County, Texas, within the City of Ennis, Ellis County, Texas and do/does hereby dedicate, in fee simple, to the public use forever, the streets and alley shown hereon and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and City of Ennis' use thereof. The City of Ennis or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems or any of these easements and the City of Ennis or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone LACKLAND HOLLOW DEVELOPMENT, LLC, do/does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described street, alleys, easements, and rights unto the public against every person whosoever lawfully claiming or to claim the same of any part thereof. This plat is approved subject to all platting and subdivision ordinances, rules, regulations, and resolutions of the City of Ennis, Texas.

EXECUTED at _____ County, Texas, this 27 day of January, 2025

BY Mrs. Filer

LACKLAND HOLLOW DEVELOPMENT, LLC, (agent)

Print Owner's/Agent Name: Tim H. Fleet

Position: President

STATE OF TEXAS
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Tim H. Fleet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 27 day of January, 2025

John M. Seibert (seal and signature) My Commission Expires: 6/14/2025

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF Tarrant

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John H. Barton III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 23 day of January, 2025

John H. Barton III (seal and signature) My Commission Expires: July, 2028

Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL

I hereby certify that the above and foregoing plat of The Hollow, was approved by the City of Ennis, Texas, according to Chapter 252 of the Texas Local Government Code on

this 28th day of February, 2025

John H. Barton III (seal and signature) City Manager

SURVEYOR'S NOTES:

1. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83), distances are surface with a combined scale factor of 1.000072448.

2. This property lies within Zone "K" and "A" of the Flood Insurance Rate Map for Ellis County, Texas and Incorporated Areas, map no. 48339C0340K, with an effective date of June 3, 2013, via scaled map location and graphic plotting.

3. Monuments are shown unless specifically designated as set.

4. Elevations (if shown) are North American Vertical Datum of 1988 (NAVD 88).

Curve Data Table

Curve # Arc Radius Delta Chord Bearing Chord

1 127.00' 599.00' 012°14'06" 63°37'36"27"E 126.81'

2 155.98' 290.00' 024°17'18" 64°54'02"02"E 153.19'

3 34.62' 290.00' 007°36'50" 53°38'16"37"E 34.59'

4 36.40' 290.00' 008°20'31" 53°45'33"27"E 36.37'

5 66.63' 290.00' 018°16'10" 53°32'30"07"E 66.43'

Line Data Table

Line # Distance Bearing

1 28.87' 011°02'36"W

2 35.00' 005°51'07"E

3 28.28' 011°51'07"E

4 25.14' 003°41'42"E

5 13.13' 08°21'15"E

6 16.11' 07°10'19"W

7 16.16' 31°39'41"W

8 12.87' 08°23'58"E

9 14.90' 001°36'14"W

10 14.11' 07°00'19"E

11 14.11' 31°39'41"W

12 14.14' 07°08'53"W

13 15.88' 006°18'18"E

14 14.14' 31°39'41"W

15 14.14' 07°08'53"E

16 20.25' 053°58'54"W

17 14.14' 07°08'53"E

18 20.25' 053°58'54"W

19 14.14' 07°08'53"E

20 48.98' 023°23'03"E

21 21.76' 37°10'18"E

22 21.27' 31°39'41"W

23 142.01' 06°09'38"W

24 35.01' 07°15'15"W

25 125.88' 052°40'34"W

26 8.23' 012°54'30"W

27 5.80' 010°56'30"E

28 1.17' 030°44'22"E

29 80.25' 054°51'07"E

30 56.37' 054°51'07"E

31 15.02' 006°12'28"W

32 20.25' 030°44'22"W

33 14.15' 054°51'07"E

PLAT NOTES:

1. Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utilities and building permits.

2. The owners of all corner lots shall maintain visibility/sight triangles in accordance with the City of Ennis and/or TxDOT ordinances, rules, and regulations.

PROPERTY OWNERS ASSOCIATION NOTES:

1. The owner of fee simple title to every individual lot of land within the subdivision must be a member of the homeowners association.

2. The homeowners association must have the authority to collect membership fees.

3. The homeowners association must be responsible for the maintenance of all common areas and screening walls.

4. The homeowners association must grant the city the right of access to common areas to abate any nuisances thereon, and attach a lien for the prorated cost of abatement upon each individual lot.

5. The homeowners association shall indemnify and hold the city harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise including attorney's fees and costs of suit, in connection with the city's maintenance of common areas.

6. The homeowners association shall enter into a license agreement with the City of Ennis where additional right-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walks, or other amenities, and shall be responsible for the installation and maintenance of all landscape areas that are in the public right-of-way.

BCS
BARTON CHAPA
SURVEYING
5200 State Highway 121
Colleyville, TX 76034
Phone: 817-964-1957
info@bcsdallas.com
TBPLS Firm #20194474

TABLE OF REVISIONS
DATE SUMMARY

VO1
FINAL PLAT

OWNER
LACKLAND HOLLOW
DEVELOPMENT, LLC
3045 LACKLAND RD
FORT WORTH TX, 76116

FINAL PLAT
THE HOLLOW
LOTS 1-13, 15-31, 14X, 22X, 32X BLOCK A; LOTS
1- 33, 34X-35X, BLOCK B;
LOTS 1-11, BLOCK C; LOTS 1-16, BLOCK D;
LOTS 1-6, BLOCK E
96 RESIDENTIAL LOTS & 5 COMMON AREA "X" LOTS
A 24.252 ACRE TRACT SITUATED IN THE
CLAIBORNE GARRETT SURVEY, A33TRACT #383
CITY OF ENNIS, ELLIS COUNTY, TEXAS
PG 2 OF 2

THE HOLLOW PUBLIC IMPROVEMENT DISTRICT
2025 ANNUAL SERVICE PLAN UPDATE

12

Page 269 of 285

EXHIBIT D – LOT TYPE CLASSIFICATION MAP

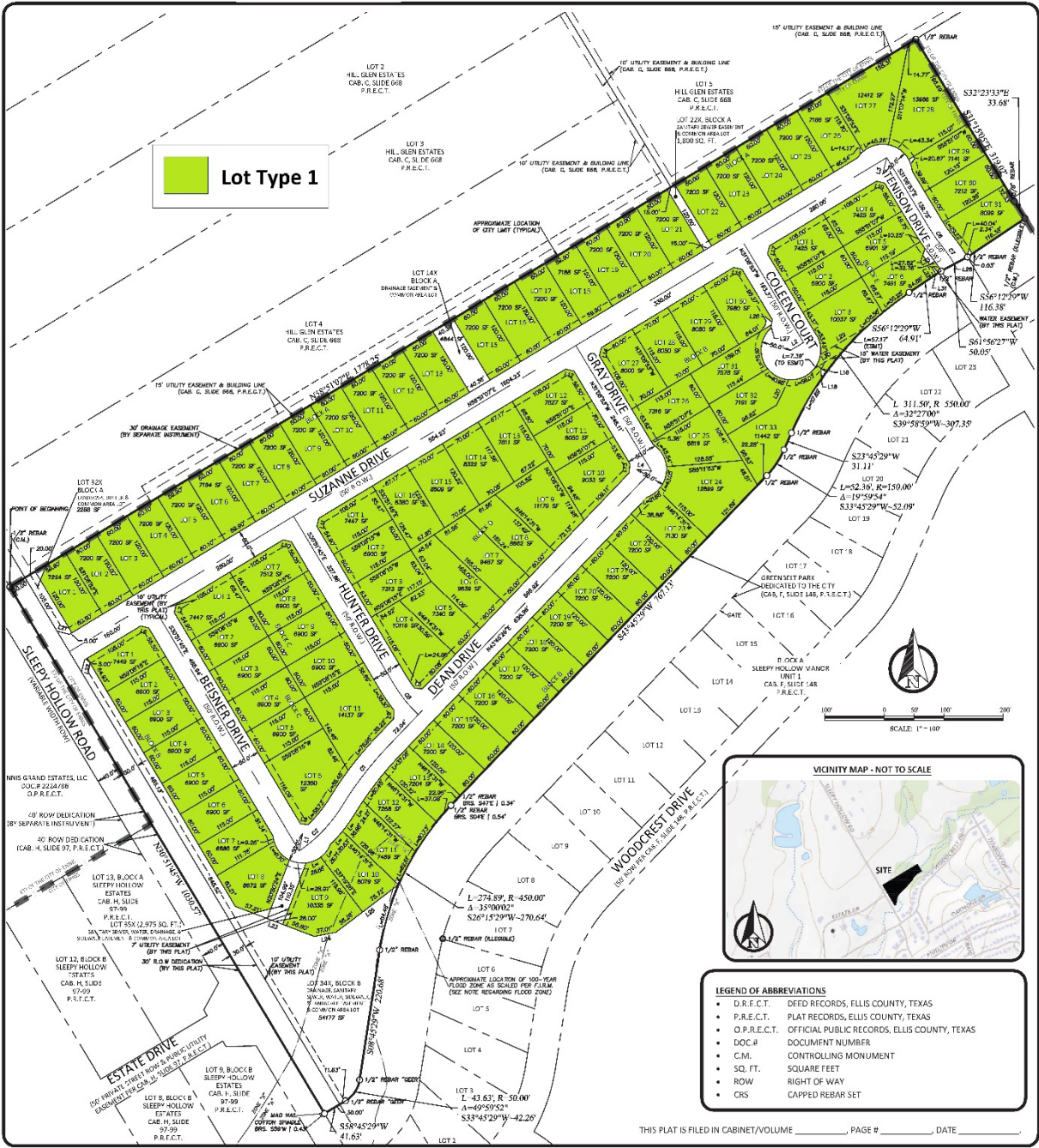


EXHIBIT E – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Initial Parcel
- Lot Type 1

THE HOLLOW PUBLIC IMPROVEMENT DISTRICT – INITIAL PARCEL – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ENNIS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$2,390,596.16

As the purchaser of the real property described above, you are obligated to pay assessments to City of Ennis, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Hollow Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Ennis. The exact amount of each annual installment will be approved each year by the City of Ennis City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Ennis.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

ANNUAL INSTALLMENTS – INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Annual Installment^[b]
2026	\$ 36,378.62	\$ 137,220.22	\$ 34,962.20	\$ 208,561.04
2027	\$ 38,466.76	\$ 135,132.09	\$ 25,629.74	\$ 199,228.59
2028	\$ 40,674.75	\$ 132,924.09	\$ 26,142.34	\$ 199,741.18
2029	\$ 43,009.48	\$ 130,589.36	\$ 26,665.19	\$ 200,264.03
2030	\$ 45,478.22	\$ 128,120.62	\$ 27,198.49	\$ 200,797.33
2031	\$ 48,088.67	\$ 125,510.17	\$ 27,742.46	\$ 201,341.30
2032	\$ 50,848.96	\$ 122,749.88	\$ 28,297.31	\$ 201,896.15
2033	\$ 53,767.69	\$ 119,831.15	\$ 28,863.25	\$ 202,462.10
2034	\$ 56,853.96	\$ 116,744.88	\$ 29,440.52	\$ 203,039.36
2035	\$ 60,117.38	\$ 113,481.47	\$ 30,029.33	\$ 203,628.17
2036	\$ 63,568.11	\$ 110,030.73	\$ 30,629.92	\$ 204,228.76
2037	\$ 67,216.92	\$ 106,381.92	\$ 31,242.51	\$ 204,841.36
2038	\$ 71,075.17	\$ 102,523.67	\$ 31,867.37	\$ 205,466.21
2039	\$ 75,154.89	\$ 98,443.95	\$ 32,504.71	\$ 206,103.55
2040	\$ 79,468.78	\$ 94,130.06	\$ 33,154.81	\$ 206,753.65
2041	\$ 84,030.29	\$ 89,568.56	\$ 33,817.90	\$ 207,416.75
2042	\$ 88,853.63	\$ 84,745.22	\$ 34,494.26	\$ 208,093.10
2043	\$ 93,953.82	\$ 79,645.02	\$ 35,184.15	\$ 208,782.99
2044	\$ 99,346.77	\$ 74,252.07	\$ 35,887.83	\$ 209,486.67
2045	\$ 105,049.28	\$ 68,549.56	\$ 36,605.59	\$ 210,204.43
2046	\$ 111,079.11	\$ 62,519.74	\$ 37,337.70	\$ 210,936.54
2047	\$ 117,455.05	\$ 56,143.80	\$ 38,084.45	\$ 211,683.29
2048	\$ 124,196.97	\$ 49,401.88	\$ 38,846.14	\$ 212,444.98
2049	\$ 131,325.87	\$ 42,272.97	\$ 39,623.06	\$ 213,221.91
2050	\$ 138,863.98	\$ 34,734.86	\$ 40,415.52	\$ 214,014.37
2051	\$ 146,834.77	\$ 26,764.07	\$ 41,223.83	\$ 214,822.68
2052	\$ 155,263.09	\$ 18,335.76	\$ 42,048.31	\$ 215,647.15
2053	\$ 164,175.19	\$ 9,423.66	\$ 42,889.28	\$ 216,488.12
Total^[c]	\$ 2,390,596.16	\$ 2,470,171.43	\$ 940,828.17	\$ 5,801,595.76

Footnotes:

[a] Interest is at 5.74%, which is 2% over the bond buyer index in accordance with the PID Act, and is pursuant to the Reimbursement Agreement.

[b] The figures shown above are estimates only and subject to change in each Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

THE HOLLOW PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF ENNIS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$24,902.04

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *The Hollow Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Ennis. The exact amount of each annual installment will be approved each year by the City of Ennis City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Ennis.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

ANNUAL INSTALLMENTS – LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest^[a]	Annual Collection Costs	Annual Installment^[b]
2026	\$ 378.94	\$ 1,429.38	\$ 364.19	\$ 2,172.51
2027	\$ 400.70	\$ 1,407.63	\$ 266.98	\$ 2,075.30
2028	\$ 423.70	\$ 1,384.63	\$ 272.32	\$ 2,080.64
2029	\$ 448.02	\$ 1,360.31	\$ 277.76	\$ 2,086.08
2030	\$ 473.73	\$ 1,334.59	\$ 283.32	\$ 2,091.64
2031	\$ 500.92	\$ 1,307.40	\$ 288.98	\$ 2,097.31
2032	\$ 529.68	\$ 1,278.64	\$ 294.76	\$ 2,103.08
2033	\$ 560.08	\$ 1,248.24	\$ 300.66	\$ 2,108.98
2034	\$ 592.23	\$ 1,216.09	\$ 306.67	\$ 2,114.99
2035	\$ 626.22	\$ 1,182.10	\$ 312.81	\$ 2,121.13
2036	\$ 662.17	\$ 1,146.15	\$ 319.06	\$ 2,127.38
2037	\$ 700.18	\$ 1,108.15	\$ 325.44	\$ 2,133.76
2038	\$ 740.37	\$ 1,067.95	\$ 331.95	\$ 2,140.27
2039	\$ 782.86	\$ 1,025.46	\$ 338.59	\$ 2,146.91
2040	\$ 827.80	\$ 980.52	\$ 345.36	\$ 2,153.68
2041	\$ 875.32	\$ 933.01	\$ 352.27	\$ 2,160.59
2042	\$ 925.56	\$ 882.76	\$ 359.32	\$ 2,167.64
2043	\$ 978.69	\$ 829.64	\$ 366.50	\$ 2,174.82
2044	\$ 1,034.86	\$ 773.46	\$ 373.83	\$ 2,182.15
2045	\$ 1,094.26	\$ 714.06	\$ 381.31	\$ 2,189.63
2046	\$ 1,157.07	\$ 651.25	\$ 388.93	\$ 2,197.26
2047	\$ 1,223.49	\$ 584.83	\$ 396.71	\$ 2,205.03
2048	\$ 1,293.72	\$ 514.60	\$ 404.65	\$ 2,212.97
2049	\$ 1,367.98	\$ 440.34	\$ 412.74	\$ 2,221.06
2050	\$ 1,446.50	\$ 361.82	\$ 421.00	\$ 2,229.32
2051	\$ 1,529.53	\$ 278.79	\$ 429.41	\$ 2,237.74
2052	\$ 1,617.32	\$ 191.00	\$ 438.00	\$ 2,246.32
2053	\$ 1,710.16	\$ 98.16	\$ 446.76	\$ 2,255.08
Total^[c]	\$ 24,902.04	\$ 25,730.95	\$ 9,800.29	\$ 60,433.29

Footnotes:

[a] Interest is at 5.74%, which is 2% over the bond buyer index in accordance with the PID Act, and is pursuant to the Reimbursement Agreement.

[b] The figures shown above are estimates only and subject to change in each Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointments and reappointments to the Library Board.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: City Secretary
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

The Library Board has 7 members with terms that expired on July 31, 2025.

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

Raymond Caldwell
Calissa Hunter
Samantha Honza

Cecilia Cameron
Dixie Moore
Bobbie Dlabaj

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

RECOMMENDATION:

Staff recommends approval

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointments to the Ennis Main Street Board.
Meeting: ENNIS CITY COMMISSION - 19 Aug 2025
Department: City Secretary
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

On July 19, 2025, the Planning and Zoning Commission selected David Sacha to serve as the P&Z board representative to the Ennis Main Street Board.

The City Commission should consider the recommendation to appoint David Sacha to serve as the Planning and Zoning Commission representative to the Ennis Main Street Board.