



**ENNIS CITY COMMISSION AGENDA
TUESDAY, DECEMBER 16, 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.

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

A. CALL TO ORDER

- Roll Call
- Invocation - Minister Scott Brazell, Church of Christ
- Pledge of Allegiance

B. PRESENTATIONS

B.1. City of Ennis Employee of the Month

- Amber Jones, Administrative Assistant for Planning and Zoning

B.2. City of Ennis Retiree Recognition

- Juan Devora, Streets Foreman

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 November 18, 2025 Ennis City Commission Regular Meeting Minutes.

[CC Meeting Minutes 11.18.25](#)

E.2. Approval of the December 2, 2025 Ennis City Commission Regular Meeting Minutes.

[CC Meeting Minutes - 12.02.25](#)

E.3. Approval of a Resolution renewing a lease agreement between the City of Ennis,

Texas and Todd S. Routh and Kris Knap for the use and occupancy of a public parking lot at 305 W. Ennis Avenue, Ennis, Texas, and authorize the City Manager to execute all necessary documents.

[Parking Lot Lease - 305 W. Ennis Avenue](#)

- E.4. Approval of a Resolution of the City of Ennis, Texas City Commission to participate in the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force, approving an Interlocal Agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance; approving an Inter-Jurisdictional Pursuit Policy Agreement; and authorizing the Mayor to execute all documents in connection therewith.

[Interlocal and Interjurisdictional Agreements for Law Enforcement](#)

- E.5. Approval of a Resolution authorizing the Mayor to execute documents necessary to further engage AT&T Hosted E 9-1-1 Service and approve the expenditures listed in the Pricing Schedule to include non-recurring charges of five-hundred and forty-six thousand, eight hundred fifteen dollars and sixty-eight cents (\$546,815.68) and monthly recurring charges of five thousand, five hundred and sixteen dollars and zero cents (\$5,516.00) for NextGen 911 infrastructure, services and support, and pursuant to the NextGen 911 Grant funding from the State of Texas Commission on State Emergency Communication Proposition 8 Next Generation 911 Service Fund Award for one hundred, twenty thousand, six hundred-eighty three dollars and seventy one cents (\$120,683.71) and Texas 9-1-1 Entity Subrecipient Subaward, Next Generation 911 Service Fund Award not to exceed eight hundred thirty-nine thousand, twenty-seven dollars and twenty seven cents (\$839,027.27) as accepted under City of Ennis Resolution No. 24-1106-12 and No. 24-1106-13 respectively, and each passed and approved on November 6, 2024.

[NextGenE911 Service and Pricing](#)

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 Light Industrial and Manufacturing (L-IM) to Corridor Commercial (CC) for an approximately 14.947 acre lot, tract or parcel of land approximately located at the southwest corner of Interstate 45 and North Kaufman Street in the City of Ennis, Ellis County, Texas, Ellis CAD ID 249501.

[Zoning - L-IM to CC, CAD ID 249501](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- G.1. Discuss and consider approval of revised City of Ennis City Commission Rules and Procedures.

[City Commission Rules and Procedures](#)

- G.2. Discuss and consider a Resolution approving a Lease Agreement between the City of Ennis and the Ennis Economic Development Corporation (EEDC) for the City's occupancy and use of designated portions of the Ennis Welcome Center located at 201 N.W. Main Street, and authorize the City Manager to execute all necessary documents.

[Welcome Center Lease Agreement](#)

- G.3. Discuss and consider a Resolution approving an Interlocal Agreement with Trinity

River Authority on a County-Wide Water Resource Study in an amount not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), and authorizing the Mayor or designee to execute any documents in connection therewith.

TRA - County-Wide Water Resource Study

H. EXECUTIVE SESSION

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

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

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

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

J. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: Wednesday, December 10, 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 November 18, 2025 Ennis City Commission Regular Meeting Minutes.
Meeting: ENNIS CITY COMMISSION - 16 Dec 2025
Department: City Secretary
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

Minutes for the November 18th Regular Meeting are submitted for Commission's review and approval.

ATTACHMENTS:

[CC REG MINUTES 11.18.25](#)

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 18, 2025

A. CALL TO ORDER

Mayor Raburn called a Regular Meeting of the Ennis City Commission to order Tuesday, November 18, 2025, at 6:01 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum:

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

The Invocation was given by Pastor Frank Rahm, Alliance of Faith.

The Pledge of Allegiance was led by Mayor Raburn.

B. PRESENTATIONS

B.1. City Manager Andrea Weckmueller-Behringer introduced and welcomed new City of Ennis employee David Barnett, Water Treatment Plant Operator.

B.2. Mayor Raburn recognized City of Ennis Employee of the Month, Deputy City Secretary Bethany Prewitt, and presented her with a certificate.

B.3. Mayor Raburn read a Proclamation for Small Business Saturday and presented it to members of the Ennis Chamber of Commerce.

B.4. Community Engagement Director Ashley Colunga presented a recap of the October Autumn Daze event. Over 39 thousand visitors attended events such as the Ennis High School Choir, Movie Night, Craft Time with the Public Library, Autumn Daze Festival, Haunted Hay Maze and Trunk or Treat.

B.5. Finance Director Stanley Muli presented the Fiscal Year 2026 Budget Book, which will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

C. CITIZEN PUBLIC COMMENT PERIOD

Charlene Rushing, 200 Valek Rd, spoke regarding various items.

Sara Wilder, 1500 Westchester Dr, introduced herself and announced her candidacy for the Mayor Pro Tem position.

DeAnna Donahue, 1212 Canterbury Lane, addressed the city's Utility Billing policy regarding Water leaks.

D. COMMISSIONER UPDATES

Mayor Pro Tem Isbell reported on the City Manager's update on the overpass project that was given at the Historic Landmark Commission meeting. City Manager Andrea Weckmueller-Behringer stated that construction was expected to begin on the project in early 2027.

Commissioner Hejny reported on an Executive Session item posted on the North Central Texas Council of Governments agenda regarding Director of Transportation Michael Morris.

Commissioner Pierce congratulated the Ennis High School Cheerleaders, staff and team for earning a Top Ten State Ranking.

Mayor Raburn announced that he would be available after the Commission meeting to answer questions regarding the NCTCOG agenda item.

E. CONSENT ITEMS

E.1. Approval of the October 16, 2025 Ennis City Commission Special Meeting Minutes.

E.2. Approval of the October 21, 2025 Ennis City Commission Regular Meeting Minutes.

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

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

F. PUBLIC HEARING

F.1. Conduct a Public Hearing and discuss and consider an Ordinance granting a Specific Use Permit for a Temporary Concrete Batch Plant located on an approximate 0.643- acre tract of land located on Lots 3-7 in Block K in the Owen Shannon Survey, Abstract No. 989, generally located in the 4000-Block of Lakeview Drive, Ellis CAD ID 308894, zoned Single-Family Residential-5 (R-5) District.

Mayor Raburn read the item. The public hearing was opened at 6:41 P.M.; no one spoke and the public hearing was closed at 6:41 P.M.

Commissioner Hejny made a motion, seconded by Commissioner Watson, to approve the item as stated.

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

F.2. Conduct a Public Hearing and discuss and consider an Ordinance amending Planned Development No. PD-22.11-18.1b development regulations and associated Concept Plan as originally approved by Ordinance No. 23-0207-G4 on February 7, 2023, for an approximately 96.312-acre tract of land situated in the W. Harris Survey, Abstract No. 504, City of Ennis, Ellis County, Texas and generally located at 201 Haskovec Lane. Portion of Ellis CAD ID 289924. The request includes a single family residential planned development containing approximately 441 single family lots and 11.7 acres of common area open space.

Mayor Raburn read the item. The public hearing was opened at 7:04 P.M.; no one spoke and the public hearing was closed at 7:05 P.M.

Mayor Raburn made a motion, seconded by Mayor Pro Tem Isbell, to approve the item as stated.

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

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

G.1. Discuss and consider an Ordinance amending Section IV, Chapter 18, Utilities, of the City of Ennis Code regarding rates and collections to conform to current practices and procedures and to establish the procedure for granting adjustments to utility bills resulting from verified water leaks on a customer's premises and to provide for payment extensions under certain circumstances.

Mayor Raburn read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Watson, to approve the item as stated. Discussion ensued regarding qualifying leaks. City Manager Weckmueller-Behringer stated that leaks that are visible and audible should not be covered by the city.

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

G.2. Discuss and consider a Resolution approving Task Five: Emergency Generator Engineering Services with Freese and Nichols, Inc. under the master contract for professional services with Freese and Nichols, Inc., in an amount not to exceed Nineteen Thousand Fifty-Three Dollars and Zero Cents (\$19,053.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

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

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

G.3. Discuss and consider appointments to the Ennis Main Street Board.

Mayor Raburn read the item. Commissioner Hejny made a motion, seconded by Commissioner Jones, to appoint the following to serve on the Ennis Main Street Board:

Commissioner Cathy Falkenbach, City Commission representative

Sally Severson, Historic Landmark Commission representative

Jeremy Simmons, Arts Commission representative

LaNeen Brown – At large

Matt Walker – At large

Stacey Goodman – At large

Veronica Claxton – At large

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

G.4. Discuss and consider an appointment to the City of Ennis Airport Advisory Board to fill a vacancy for a term expiring in May 2027.

Mayor Raburn read the item. Commissioner Pierce made a motion, seconded by Commissioner Hejny, to nominate Eric McClelland to serve on the Ennis Airport Advisory Board for a term expiring May 2027.

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

G.5. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, casting votes to elect two Directors to serve four-year terms beginning January 1, 2026, on the Ellis County Appraisal District Board of Directors.

Mayor Raburn read the item. Mayor Raburn made a motion, seconded by Mayor Pro Tem Isbell, to cast all seventy-seven City of Ennis votes to Walter Erwin to serve a four-year term beginning January 1, 2026, on the Ellis County Appraisal District Board of Directors.

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

H. ADJOURNMENT

With no other business before the Commission, Mayor Raburn declared the meeting adjourned at 7:51 P.M.

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Approval of the December 2, 2025 Ennis City Commission Regular Meeting Minutes.
Meeting: ENNIS CITY COMMISSION - 16 Dec 2025
Department: City Secretary
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

Minutes for the December 2nd Regular Meeting are submitted for Commission's review and approval.

ATTACHMENTS:

[CC REG MINUTES 12.02.25](#)

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, DECEMBER 2, 2025

A. CALL TO ORDER

Mayor Pro Tem Isbell called a Regular Meeting of the Ennis City Commission to order Tuesday, December 2, 2025, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum:

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

The Invocation was given by Pastor Washington of the Galilee Missionary Baptist Church. The Pledge of Allegiance was led by Mayor Pro Tem Isbell.

B. PRESENTATIONS

B.1. City Manager Andrea Weckmueller-Behringer introduced and welcomed new City of Ennis employee Griselda Hernandez, Police Communications Officer.

B.2. Finance Director Stanley Muli presented the FY25 4th Quarter Investment Report for the period ending September 30, 2025. Mr. Muli stated that 62% of the city's funds are in the Prosperity Bank account and earning interest between 1% and 3.5%; 17.8% of the funds are invested in CD's and earning 3.9% - 4.55%; and the remaining 20% of funds are invested in Texpool and earning 4.31% and 4.17% in interest. Total interest earned for the 4th quarter is \$165,338.15.

C. CITIZEN PUBLIC COMMENT PERIOD

No one spoke

D. COMMISSIONER UPDATES

Commissioner Hejny reminded everyone that Thursday, December 4th is the Lights of Ennis program and parade.

E. CONSENT ITEMS

E.1. Approval of the November 4, 2025 Ennis City Commission Regular Meeting Minutes.

E.2. Approval of the November 12, 2025 Ennis City Commission Special Meeting Minutes.

Mayor Pro Tem Isbell read the Consent Agenda. Commissioner Hejny 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. Mayor Pro Tem Isbell stated that item F.1. was being pulled from the agenda.

F.2. Discuss and consider a Resolution of the City of Ennis, Texas City Commission authorizing the execution of an Economic Development Agreement pursuant to Chapter 380, Texas Local

Government Code, by and between the City of Ennis, Texas and Elk Company of Texas LLC for Project GAF; authorizing the Mayor to execute necessary documents.

Mayor Pro Tem Isbell read the item. Commissioner Hejny made a motion, seconded by Commissioner Jones, to approve the item as stated.

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

G. ADJOURNMENT

With no other business before the Commission, Mayor Pro Tem Isbell declared the meeting adjourned at 6:32 P.M.

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Approval of a Resolution renewing a lease agreement between the City of Ennis, Texas and Todd S. Routh and Kris Knap for the use and occupancy of a public parking lot at 305 W. Ennis Avenue, Ennis, Texas, and authorize the City Manager to execute all necessary documents.

Meeting: ENNIS CITY COMMISSION - 16 Dec 2025

Department: Community Engagement

Staff Contact: A'Lara Smith, Community Engagement Assistant Director

BACKGROUND INFORMATION:

The current lease agreement for use of the Public Parking Lot at 305 W. Ennis Avenue is set to expire December 31st, 2025, following a two-year lease term with three options to each extend for one year.

The proposed new lease is for a three-year term. The proposed lease rate is \$10,000 per year, which is a continuation of the current rate.

The City currently leases the parking lot located at 305 W. Ennis Avenue to provide public parking in support of downtown businesses, visitors, special events, and overall economic activity within the historic core. The lot contains 113 marked parking spaces, all available for general public use on a non-exclusive basis under the lease terms. Building tenants associated with the property also retain access, but no portion of the lot is reserved exclusively for private parties.

The City has leased this lot for approximately five years, beginning with an initial two-year agreement effective January 1, 2021, followed by three annual extensions through December 31, 2025. Staff were unable to locate City Commission minutes documenting original approval of the lease and believe the initial agreement may have been executed administratively due to its cost falling below historical purchasing thresholds. Future renewals, including the proposed lease before the Commission, will be formally approved by the governing body to ensure transparency and compliance with current city policy.

The annual lease cost of \$10,000 is funded through the General Fund – Downtown Contract Services (001-102-44043). This expense has been consistently budgeted in this line item since the inception of the lease.

Analysis of space counts confirms that all 113 spaces serve the general public and support downtown activity throughout the year. Placer AI data documenting use of the lot shows regular weekday and weekend activity as well as significant spikes during special events, festivals, and peak tourism days, indicating its importance to visitor mobility and access. The lot's strategic location directly adjacent to

E.3.

the historic core makes it one of the few large, contiguous areas of available public parking within walking distance of the highest-demand blocks.

This renewed lease is particularly important given the forthcoming Ennis Avenue underpass project, which will temporarily reduce on-street parking availability in the downtown core. Maintaining access to off-street parking will help mitigate disruption for merchants, employees, customers, and event attendees during the construction period.

The 2016 Downtown Master Plan identifies parking availability as a critical component of community vitality efforts. While the Master Plan provides an important long-term framework for parking strategy, it is now ten years old, and some assumptions and supporting data, such as demand projections, parking turnover rates, redevelopment trends, and traffic patterns, likely require updating to reflect current conditions and recent growth. Even so, both the Plan's core findings and present-day usage data consistently indicate that publicly accessible parking remains a significant need in the downtown area.

The Plan estimated a long-term parking need between 1,342 and 1,678 spaces to support the downtown, compared to the existing 481 striped public spaces within the core. The Master Plan also recommended expanding shared parking arrangements, securing strategic off-street parking areas, and improving visitor convenience as essential strategies for supporting economic growth and destination-based activity. The leased lot at 305 W. Ennis Avenue aligns directly with these recommendations.

From a legal perspective, expenditures involving private property must satisfy the Texas Supreme Court's Public Purpose Test, which requires (1) a predominant public purpose, (2) sufficient governmental control, and (3) a clear return benefit to the public. The continued leasing of this lot satisfies these requirements by:

- Serving a predominant public purpose through enhanced public access, improved event capacity, and support for downtown merchants and tourism;
- Retaining sufficient public control, as the lease grants the City broad rights to use, maintain, and operate the lot for public benefit; and
- Providing clear return benefits, including addressing parking deficits, supporting the City's adopted Downtown Master Plan, and improving mobility and economic activity in the historic district.

Given the downtown parking needs, documented public use patterns, and alignment with both the Master Plan and the public purpose standard, renewal of the lease is recommended to ensure continued support for the vitality and accessibility of Downtown Ennis.

FINANCIAL IMPACT:

The rate is \$10,000 per year for a total of \$30,000 over the course of three years. The \$10,000 per year is budgeted within the Downtown Contract Services line item 001-102-44043.

RECOMMENDATION:

Staff recommends approval of the parking lease agreement.

ATTACHMENTS:

[RESOLUTION NO.-Parking Lot Lease - Pdf](#)

E.3.



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ENNIS, TEXAS, AND TODD S. ROUTH AND KRIS KNAP FOR THE USE AND OCCUPANCY OF A PUBLIC PARKING LOT AT 305 W. ENNIS AVENUE ENNIS, TEXAS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Ennis seeks to support the vitality, accessibility, and continued economic development of its historic downtown district; and

WHEREAS, the off-street parking lot located at 305 W. Ennis Avenue contains approximately 113 marked parking spaces and has been leased by the City for public parking purposes for the past five years, serving residents, businesses, employees, customers, and visitors; and

WHEREAS, the current lease term expires on December 31, 2025, and the City desires to maintain uninterrupted public access to this strategically located parking lot; and

WHEREAS, public utilization data demonstrates consistent year-round use of the parking lot, with significant increases during festivals and special events that are vital to downtown commerce, tourism, and community programming; and

WHEREAS, the forthcoming Ennis Avenue underpass project will temporarily reduce on-street parking availability in the downtown core, making continued access to off-street public parking essential to mitigating impacts on merchants and the public; and

WHEREAS, the 2016 Downtown Master Plan identifies parking availability as a critical component of downtown revitalization and recommends the expansion of shared public parking resources, and although the Plan is now ten years old and some assumptions require updating, its objectives continue to support the need for accessible public parking within the downtown district; and

WHEREAS, the annual lease cost of \$10,000 is budgeted within the General Fund – Downtown Contract Services (001-102-44043), and the City has historically funded this expense from the same account; and

WHEREAS, entering into a renewed lease agreement satisfies the Texas Supreme Court's three-part Public Purpose Test, as (1) the predominant purpose is to provide public parking and support economic vitality, (2) the City retains sufficient control over the use and maintenance of the lot, and (3) the public

receives a clear return benefit through improved access, mobility, and support for downtown businesses and events; and

WHEREAS, the City Commission finds that continuing the lease of this property serves a legitimate public purpose and is in the best interest of the residents and businesses of the City of Ennis.

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

SECTION 1: The City Commission hereby approves the Lease Agreement between the City of Ennis, Texas, and Todd S. Routh and Kris Knap.

SECTION 2: This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of December, 2025.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF ELLIS §

This "Lease Agreement" is made and executed by and between TODD S. ROUTH, an individual whose mailing address is 1601 Palomino Ridge Drive, Austin, Texas 78733 and KRIS KNAP, an individual whose mailing address is 1601 Palomino Ridge Drive, Austin, Texas 78733, who are the owners of the real property located at 305 West Ennis Avenue, Ennis, Ellis County, Texas ("Owners" or "Lessors"), and the CITY OF ENNIS, TEXAS ("the City") a home-rule municipal corporation authorized by the State of Texas. The City may be referred herein as "Lessee." Lessors and Lessee may be referred to herein jointly as the "Parties," and singularly as a "Party."

SECTION 1. PREMISES

- 1.1 **Description.** Lessors hereby lease to Lessee the Leased Premises, as defined below, located at 305 West Ennis Avenue, Ennis, Texas, and known as Lots 1 through 20, Block 106, Original Town of Ennis, Texas, more particularly described on Exhibit "A" and as shown on Exhibit "B" attached hereto, and consisting of all parking spaces and associated driveways, but **specifically excluding the building** (hereinafter referred to as the "Leased Premises").
- 1.2 **Use.** The Leased Premises shall be used by Lessee for the sole purpose of providing public parking for residents and visitors to Ennis, Texas.
- 1.3 **Compliance with the Law.** Lessee shall at all times observe the laws, rules, and regulations of the State of Texas and other governmental entities. Lessee shall not commit any waste or nuisance on the Leased Premises or to harm the Leased Premises in any way that may reduce, harm or diminish the value or marketability of same.
- 1.4 **Lessee's Use Non-Exclusive.** Lessees' use of the Leased Premises during the term of the Lease is non-exclusive, as Lessors' tenants in the building shall have non-exclusive use of the Leased Premises.

SECTION 2. TERM

- 2.1 **Term.** The initial term of this Lease Agreement shall commence on the 1st day of January, 2026, and shall be continued for a period of thirty-six (36) months.
- 2.2 **Termination Privileges.** During the initial Term of this Agreement and any extension Term, termination of this lease by Lessor shall be for cause only, and then only after providing the Lessor with due notice of the default and a reasonable time and opportunity to cure, of not less than thirty (30) days. Lessee's termination of this Agreement shall be for cause

only after giving Lessor thirty (30) days to cure, except for Lessee's failure to appropriate sufficient funds in a fiscal year as described in Section 3.2

SECTION 3. RENT

- 3.1 Rent. Lessee shall pay Lessors rent in annual lump sum, payable by mail to Todd Routh c/o Wells Fargo Bank P.O. Box 260173 Dallas, TX 75326-0173 (or at such other address as Lessors may specify in a written notice delivered to Lessees), in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars per year. Rent shall be due to Lessors and paid by Lessee beginning on the commencement date of the Term and shall continue to be paid on the first day of each year thereafter.
- 3.2 Lessee Obligation Subject to Appropriation. Notwithstanding any other clause or covenant in this Agreement to the contrary, any and all payments or obligations by or under this Agreement are subject to the Lessee's appropriation of funds for such payments or obligations in the budget year for which they are due, and the Lessee may in its sole discretion refuse to appropriate funds, or portions of funds for this Agreement, and may terminate this Agreement if sufficient funds to pay the obligations set forth in this Agreement have not been appropriated for any fiscal year. Such failure to appropriate funds or the termination of this Agreement for non-appropriation shall not constitute a breach of this Agreement. This Agreement shall be construed as a commitment of current revenues only and not a debt. If the Lessee fails to appropriate funds in a budget year sufficient to pay the rent required by this Agreement, such failure shall be construed as a termination of this Agreement in accordance with the terms hereof unless the parties mutually agree otherwise.

SECTION 4. ABANDONED PROPERTY

- 4.1 All goods, effects, materials, remains, or objects of whatever kind or nature and/or alleged value to Lessee not removed by Lessee within thirty (30) days after the expiration or termination of this Lease Agreement, or any extension hereto, shall be considered abandoned, and Lessors shall have the right and the authority to dispose of same as it deems expedient, including but not limited to storing, selling, and /or destroying such items, with no further act or notice by Lessors required.

SECTION 5. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

- 5.1 Lessors make no representations or warranties regarding the condition or fitness of the Leased Premises. By taking possession of the Leased Premises pursuant to the Lease Agreement, Lessee conclusively accepts the Leased Premises as fit for Lessees' purpose as a Parking Lot, which is in good and sanitary order, condition, and repair. Lessee further warrants that all matters related to or arising out of the Leased Premises were approved by, and have been accepted by, Lessee in an "AS IS" condition. Lessee herein agrees and covenants to accept all faults, deficiencies, and defects, whether known or unknown, to Lessors and/or Lessee at the commencement of the Term, which warrant

by Lessee shall survive the termination of this Lease Agreement, or any extension thereto. Lessee shall, on the expiration or termination of this Agreement, surrender the Leased Premises to Lessors in the same condition as when received, reasonable wear and tear accepted.

SECTION 6. REPAIRS AND MAINTENANCE

- 6.1 Lessee, at its sole cost and expense, will make improvements such as patching potholes and re-striping the Parking Lot should it be deemed appropriate by the Lessee. Lessor will be responsible for reasonable landscaping maintenance, collection of trash from trash receptacles, and maintenance of Parking Lot, except for maintenance required to be done by Lessee during the term of the Lease.
- 6.2 Lessors' Right of Inspection/Repair. Lessors reserve the right to enter the Leased Premises at any time to inspect the Leased Premises, to perform required maintenance and repair, and/or to make additions or alternations to any part of the Leased Premises that are necessary to keep, maintain, or preserve same in a reasonable state, at the sole cost and expense of the Lessors. Lessors agree to provide general routine maintenance of the Leased Premises on at least a monthly basis.

SECTION 7. INSURANCE

- 7.1 Each Party will carry liability insurance sufficient to cover their responsibilities for incidents that may occur on the Leased Premises as described in Exhibit "C".

SECTION 8. RELEASE

- 8.1 Nothing contained in this Lease Agreement shall be a waiver of any governmental immunity afforded to the Lessee.

SECTION 9. ASSIGNMENT OR SUBLEASE

- 9.1 Lessee may not assign or sublease the Leased Premises without first obtaining Lessors' written consent.

SECTION 10. MISCELLANEOUS

- 10.1 Notice. Notice arising out of or pursuant to the provisions of this Lease Agreement shall be in writing and delivered by hand or certified mail prepaid, addressed to the persons authorized to receive such notice. Notices shall be delivered to the Parties at the addresses set forth below or to such other addresses as the Parties designate in writing.

- A. Notice to City:

City of Ennis
Attn: City Manager
107 North Sherman St.
P.O. Box 220
Ennis, Texas 75119

B. Notice to Owners/Lessors:

Mr. Todd Routh
1601 Palomino Ridge Dr.
Austin, Texas 78733

Mr. Kris Knap
1601 Palomino Ridge Dr.
Austin, Texas 78733

10.2 Construction. The Parties agree that the Lease Agreement shall be construed fairly and simply and not strictly against either Party.

10.3 Signs. Lessors shall remove all signs within ten (10) days of the signing of this Lease Agreement, and shall not erect any signs during the Term of this Lease Agreement or any extensions of this Lease Agreement, attempting to restrict residents of Ennis, visitors to the City of Ennis, business patrons or employees, from accessing or using the Leased Premises. In the event such signs are not removed within ten (10) days of the signing of this Lease Agreement, Lessee may remove such signs. Lessors shall not remove legally parked vehicles from the Leased Premises during the term of this Lease Agreement.

10.4 Entire Agreement. This Lease Agreement is the entire agreement between Lessee and Lessors related to the Leased Premises, and it incorporates all other written, verbal, express, and implied agreements made between any Party or any agent of any Party to this Lease in connection with this transaction.

10.5 Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

10.6 Good Faith. If any provision of this Agreement is found to be unlawful or unenforceable, the Parties will negotiate in good faith so that it shall be in compliance with applicable laws and consistent to the extent possible with the original intent of this Agreement.

10.7 Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Texas and performance of said agreement is in Ellis County, Texas.

10.8 Counterparts. The Ground Lease may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Ground Lease. All signatures need not be on the same counterpart. Signatures transmitted by Adobe Sign, DocuSign, RightSignature, electronic mail, or other digital or electronic means will be treated as original signatures for all purposes hereunder, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature page.

Effective the 1st day of January, 2026.

OWNERS/LESSORS:



TODD S. ROUTH



KRIS KNAP

LESSEE – CITY OF ENNIS, TEXAS

By: **Andrea Weckmueller-Behringer, City Manager**

THE STATE OF TEXAS

§

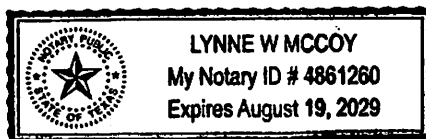
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COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, on this day personally appeared TODD S. ROUTH, known to me and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 1st day of December 2025.


Notary Public, State of Texas



THE STATE OF TEXAS

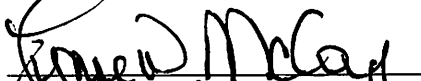
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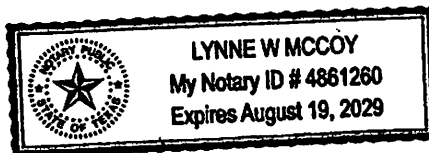
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COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, on this day personally appeared KRIS KNAP, known to me and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 1st day of December 2025.


Notary Public, State of Texas



THE STATE OF TEXAS

§

§

COUNTY OF ELLIS

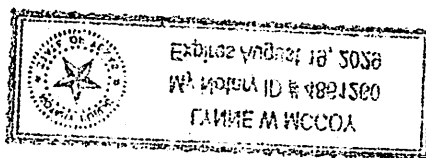
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BEFORE ME, the undersigned authority, on this day personally appeared ANDREA WECKMUELLER-BEHRINGER, known to me to be the City Manager of the City of Ennis, Texas and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____ 2025.

Notary Public, State of Texas

[Handwritten signature]



[Handwritten signature]

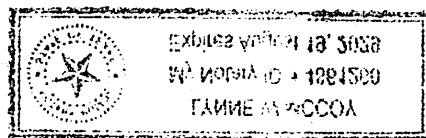


EXHIBIT "A"

TRACT ONE:

All that certain lot, tract or parcel of land being Lots No. One (1) and No. Two (2), in Block One Hundred Six (106) in the City of Ennis, Ellis County, Texas, according to the Map recorded in Volume M, Page 517, Deed Records of Ellis County, Texas. (Deed recorded in Vol. 644, Page 348, Deed Records, Ellis County, Texas.)

TRACTTWO:

All that certain lot, tract or parcel of land being Lots 3 and 4, Block 106 in the City of Ennis, Ellis County, Texas. (Deed Vol. 554, Page 251, Deed Records, Ellis County, Texas.)

TRACT THREE:

All that certain lot, tract or parcel of land situated in the City of Ennis, State of Texas, and being Lots Nos. Five (5) and Six (6) in Block One Hundred and Six (106) to the City of Ennis, and being the same land as described in those two certain deeds to Elmer Doherty recorded in Vol. 381, Page 462, Vol. 331, Page 483, respectively, in the Deed Records of Ellis County, Texas. (Deed recorded in Volume 554, Page 853, Deed Records, Ellis County, Texas.)

TRACT FOUR:

All that certain lot, tract or parcel of land being Lots 8 and 10, Block 106 to the City of Ennis, Texas. (Deed recorded in Volume 354, Page 549, Deed Records, Ellis County, Texas.)

TRACT FIVE:

All those certain lots, tracts or parcels of land situated in the City of Ennis, Ellis County, Texas, and being in three tracts described as follows:

FIRST TRACT: Being Lots No. Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), in Block No. One Hundred Six (106), said City of Ennis, Texas, as per map thereof drawn by Theo Kosse of record in Vol. M, Page 537, Deed Records of Ellis County, Texas.

SECOND TRACT: Being Lots No. Fifteen (15) and Sixteen (16) in Bloc No. One Hundred Six (106) in the City of Ennis, as per revised map thereof drawn by Theo Koss of record in Vol. M, Page 517, Deed Records of Ellis County, Texas.

THIRD TRACT: Being Lots No. Seventeen (17) and Eighteen (18) in Bloc No. One Hundred Six (106), and part of Lots Nineteen (19) and Twenty (20) in Bloc No. One Hundred Six (106), described by metes and bounds as follows:

BEGINNING at the SE comer of Lot No. Twenty (20);

THENCE N. 30 W. 45 feet to a stake;

THENCE S. 60 W. crossing the division line between Lots 19 and 20 at 25 feet, in all 50 feet to a stake in division line between Lots 18 and 19;

THENCE S. 30 E. 45 feet to stake;

THENCE N. 60 E. along line 50 feet to the place of Beginning, being same land conveyed in a deed from Nannie Caldwell and husband, A.G. Caldwell, to A.H. Dunkerley, dated July 17, 1929.

FOURTH TRACT: All that certain lot, tract or parcel of land being the North 70 feet of Lots 19 and 26 in Block 106 according to the original map of the City of Ennis, Ellis County, Texas. (Deed recorded in Volume 554, page 859, Deed Records, Ellis County, Texas)

TRACT SIX:

All that certain lot, tract or parcel of land and being Lots Seven (7) and Eight (8), Block 106 in the City of Ennis, Ellis County, Texas, according to the map recorded in Vol. M, Page 187, Deed Records of Ellis County, Texas. (Deed recorded in Vol. 555, Page 76, Deed Records, Ellis County, Texas.)

TRACT SEVEN:

All that certain lot, tract or parcel of land being Lots One (1) and Two (2), in Block No. 154 in the City of Ennis, Ellis County, Texas, according to the map recorded in Vol. M, Page 187, Deed Records of Ellis County, Texas. (Deed recorded in Vol. 555, Page 76, Deed Records, Ellis County, Texas.)

TRACT EIGHT:

All that certain lot, or tract of land situated in Ellis County, Texas, to-wit: Lots Nos. Three (3) and Four (4), in Block No. One Hundred Fifty Four (154) in the City of Ennis, Ellis County, Texas according to the map of said City recorded in Volume M, page 517, Ellis County Deed Records and being the same land described in deed from L.P. Flabor et ux to C.A. Perry, recorded in Vol. 237, Page 409, Deed Records of Ellis County, Texas. (Deed recorded in Volume 616, page 617, Deed Records, Ellis County, Texas)

TRACT NINE:

All those certain lots, tracts or parcels of land being Lots 3 and 4, Block 154 of the Original City of Ennis as recorded in Volume 1, Page 151, now known as Cabinet A, Slide 198 of the Map Records of Ellis County, Texas. (Deed recorded in Volume 775, Page 441, Deed Records, Ellis County, Texas)

EXHIBIT B



EXHIBIT C

MINIMUM INSURANCE REQUIREMENTS

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

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

Lessors' coverage must be written on an Occurrence (not claims made) basis with companies acceptable to the City, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to the City who shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement/Contract. There shall be no right of subrogation against the City and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of services, Lessors shall furnish certificates evidencing compliance with all requirements herein. **The limits of such insurance shall in no way be construed as limiting Lessors' obligation to completely defend, indemnify and hold harmless the City.**

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Approval of a Resolution of the City of Ennis, Texas City Commission to participate in the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force, approving an Interlocal Agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance; approving an Inter-Jurisdictional Pursuit Policy Agreement; and authorizing the Mayor to execute all documents in connection therewith.

Meeting: ENNIS CITY COMMISSION - 16 Dec 2025

Department: Police

Staff Contact: Dustin Munn, Police Chief

BACKGROUND INFORMATION:

Mutual aid agreements are a critical component of effective law enforcement operations in Texas, where agencies frequently work across jurisdictional boundaries to protect the safety of the public. Related agreements provide a formal framework for agencies to assist one another during emergencies, large-scale events, major investigations, and situations that exceed the resources of any single department; they strengthen operational readiness, improve response capability, and enhance community safety. To date, the City of Ennis has relied on an informal approach to mutual aid.

In recognition of the significant benefits to the City of Ennis and our Police Department, the City now desires to participate relevant law enforcement mutual aid and inter-jurisdictional agreements.

Participation in the **Greater Dallas–Fort Worth Regional Law Enforcement Mutual Aid Task Force** would offer the following benefits:

- Expanded Operational Capacity - through access to a broad network of officers, specialized teams, and equipment that can be deployed quickly during major incidents, natural disasters, or resource-intensive calls.
- Enhanced Officer and Community Safety - gaining the ability to rapidly scale personnel for high-risk events, improving scene control, response times, and overall safety for both the public and first responders.
- Cost-Effective Resource Sharing - through reciprocal support among member agencies, which reduces the need for each department to independently maintain every specialized capability, maximizing the value of public safety resources.
- Strengthened Regional Collaboration - by formalizing relationships to improve information sharing, investigative cooperation, operational planning, and overall situational awareness across the North Texas region.

Participation in the **Inter-Jurisdictional Pursuit** would offer the following benefits:

E.4.

- Continuity of Enforcement Across Boundaries - allowing pursuits to continue safely and lawfully beyond city limits under clearly defined protocols, reducing the likelihood of dangerous suspects evading arrest simply by crossing into another jurisdiction.
- Clear Roles and Responsibilities - through standardized pursuit procedures to ensure that each participating agency understands when to assume, assist, or terminate a pursuit, promoting better decision-making in real time.
- Improved Safety and Risk Management - by unifying pursuit standards, reducing unnecessary risks, and emphasizing coordinated supervision, communication, and tactical considerations among agencies.
- Enhanced Criminal Apprehension - through coordinated cross-boundary pursuit capabilities, which strengthen regional crime deterrence and increase the likelihood of successful arrests involving stolen vehicles, felony suspects, and individuals posing immediate threats to public safety.

By approving the Interlocal Agreement and Pursuit Agreement, the City will join a robust regional network of law enforcement agencies dedicated to collaboration, resource sharing, and improved public safety outcomes. This partnership enhances our operational capability, supports officer safety, and strengthens our ability to protect residents during both routine and extraordinary events.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement.

ALTERNATIVES:

Continue to rely on an informal approach that is outside modern best practices.

ATTACHMENTS:

[RESOLUTION NO.-Authorize Interlocal and Pursuit Policy Agreements with Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force - Pdf](#)
[Mutual Aid Agreement - Final 08-28-02](#)
[Inter-jurisdictional Pursuit Agreement - Final - 8-28-02](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY OF ENNIS, TEXAS CITY COMMISSION TO PARTICIPATE IN THE GREATER DALLAS-FORT WORTH REGIONAL LAW ENFORCEMENT MUTUAL AID TASK FORCE, APPROVING AN INTERLOCAL AGREEMENT WITH OTHER AREA LAW ENFORCEMENT AGENCIES FOR THE PURPOSE OF PROVIDING AND RECEIVING LAW ENFORCEMENT ASSISTANCE; APPROVING AN INTER-JURISDICTIONAL PURSUIT POLICY AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Ennis desires to contribute to the protection and safety of citizens in this City and in surrounding communities; and

WHEREAS, the legislature has authorized the formation of interlocal assistance agreements between and among the cities and their law enforcement agencies; and

WHEREAS, the City of Ennis wishes to participate in an interlocal assistance agreement among local law enforcement agencies in the greater Dallas-Ft. Worth North Texas area for the purpose of providing and receiving law enforcement assistance; and

WHEREAS, the Ennis Police Department and other local law enforcement agencies have tentatively approved an Interlocal assistance agreement to be known as the Greater Dallas– Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement,

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

SECTION 1: That the Ennis Police Department is authorized to participate in the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force.

SECTION 2: That an Interlocal Agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance and an Inter-Jurisdictional Pursuit Policy Agreement are approved.

E.4.

SECTION 3: That the Mayor is hereby authorized to execute the attached “Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement” And to execute all documents in connection therewith.

SECTION 4: That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Ennis, and it is accordingly so resolved.

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

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

**GREATER DALLAS-FORT WORTH REGIONAL
LAW ENFORCEMENT MUTUAL AID TASK FORCE
AGREEMENT**

1. Preamble:

WHEREAS, the governmental entities which are parties to this agreement desire to form a law enforcement mutual aid task force to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force and violence or threatened violence by groups of three or more persons; and,

WHEREAS, Chapter 791, et. seq. of the Texas Government Code authorizes local government entities to enter into Interlocal Contracts and Section 362.002 of the Texas Local Government Code specifically authorizes Mutual Aid Task Force agreements such as this agreement;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

2. Definitions:

The following terms shall have the following meanings when used in this Agreement:

“Law Enforcement Officer” means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.

“Member” means any local government entity, including the Dallas-Fort Worth International Airport Board (hereinafter “DFW Airport”), which is a party to this Agreement.

“Chief Law Enforcement Officer” means the Chief of Police or the Director of Public Safety of a municipality or DFW Airport, or the Sheriff of a County.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement.

“Responding member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.

3. Name:

The members hereby form a mutual aid law enforcement task force to be named the Greater Dallas-Forth Worth Regional Law Enforcement Mutual Aid Task Force (hereinafter "Task Force").

4. Purpose:

The purpose of the Task Force is to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force, and violence or threatened violence by groups of three or more persons.

5. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member's chief law enforcement officer or his designee.

6. Response to Request for Assistance:

Responding members will assign law enforcement officers to perform law enforcement duties outside the responding member's territorial limits, but within the territorial limits of a requesting member, subject to the responding member's determination of availability of personnel and discretion when:

A. Such assignment is requested by the chief law enforcement officer or his designee, of a requesting member, and

B. The chief law enforcement officer, or his designee, of the responding member has determined, in his sole discretion, that the assignment is necessary to fulfill the purposes of this agreement in providing police protection and services within the territorial limits of the requesting member.

7. Operational control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the service of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is

regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.

14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any Party to this Agreement may terminate its participation or rights and obligations as a Party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of every other Party. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the Parties hereto and continues to remain in effective until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

23. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Interjurisdictional Pursuit Agreement:

The Parties hereto expressly understand and agree that this agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Member pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Members or their law enforcement agencies, may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

25. Coordinating Agency.

The Parties hereby agree that the City of Highland Park Department of Public Safety shall served as the Coordinating Agency of the Agreement. The Chief Law Enforcement Officer, or his designee, of said Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties and other records pertaining to this Agreement. Said Coordinating Agency shall notify all members of the identity of the current Parties hereto every twelve (12) months.

Executed and entered into on this _____ day of _____, 2025 by:

Member Agency: _____

Authorized official: _____

Printed name: _____

Title: _____

Date of governing body approving resolution: _____

INTER-JURISDICTIONAL PURSUIT POLICY AGREEMENT

I. General Considerations

- A. If the reason or nature of a pursuit is in conflict with an agency's pursuit policy, that agency may decline to participate in the pursuit even though that agency's assistance has been requested.
- B. Any agency involved in the pursuit may, in its discretion, choose to terminate its involvement in a pursuit at any time.
- C. The purpose and intent of this agreement is to coordinate law enforcement response to the emergency conditions caused by vehicular pursuits. This agreement is not to be construed to limit the legal authority of any law enforcement agency or officer. Nor is this agreement to be construed to impose any standard of conduct or care upon any officer or agency beyond that existing under applicable law. This agreement is intended by the participating agencies to be in full force and effect as the general order of each such participating agency.

II. Notifications

- A. Before entering another jurisdiction, or as soon as practical, the pursuing agency will, if reasonably possible, notify the other jurisdictional agency of the following information:
 - 1. A pursuit has entered or is about to enter their jurisdiction.
 - 2. The location and direction of travel.
 - 3. The primary offense for which the vehicle and occupants are wanted.
 - 4. The vehicle license number and complete description of vehicle and occupants.
 - 5. The number and description of pursuing units as well as their relative location to the vehicle being pursued.
 - 6. Whether or not assistance is needed.
- B. As appropriate, the initial agency will notify the jurisdictional agency that the pursuit is: (1) leaving the jurisdiction; (2) has been discontinued; or, (3) has ceased and of the ending location.

III. Control of the Pursuit

- A. The initiating agency will have control of and will be responsible for the pursuit. Other agencies will not participate unless requested to assist.
- B. A total of no more than three (3) vehicles from the combined jurisdictions will be involved in any pursuit unless the controlling supervisor from the originating agency requests or approves additional assistance. At least one of the three involved units should, if practical, be a supervisor. One additional unit from the jurisdiction through which the pursuit is proceeding may trail the pursuit by keeping the pursuit in sight from a distance to assist officers if needed.

IV. Prohibited Practices

- A. The intentional use of roadblocks designed to stop the pursued vehicle unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- B. Intentional bumping or ramming of the pursued vehicle unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- C. Intentionally forcing the pursued vehicle off the roadway unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- D. Pursuing a vehicle the wrong way on a one-way street or the wrong way on a divided roadway.
- E. Shooting at the pursued vehicle, unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- F. Deployment or use of “stop sticks” or “road spikes” unless the officer deploying the device has been appropriately trained in said deployment and the deploying officer is authorized to deploy the device by his employing agency.

V. Responsibilities

A. Initiating agency

1. Arrest and custody of the persons charged.
2. Arraignment of arrested persons.
3. Disposition of any passenger.
4. Disposition of the arrested person's vehicle.
5. Coordination of all reports related to the arrest, citations and criminal charges.

B. Agency of Primary Jurisdiction

1. Reporting of any traffic collision(s) that occur as a result of a pursuit.
2. As a matter of professional courtesy, a supervisor from the agency where the pursuit ceases will respond to the location to offer immediate assistance at the scene and to determine any pertinent information regarding the pursuit.

On behalf of the Agency or Entity reflected below, I agree to follow the terms and conditions of this Agreement.

Participating Agency

Chief Law Enforcement Officer

Printed name

Title

Date

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Approval of a Resolution authorizing the Mayor to execute documents necessary to further engage AT&T Hosted E 9-1-1 Service and approve the expenditures listed in the Pricing Schedule to include non-recurring charges of five-hundred and forty-six thousand, eight hundred fifteen dollars and sixty-eight cents (\$546,815.68) and monthly recurring charges of five thousand, five hundred and sixteen dollars and zero cents (\$5,516.00) for NextGen 911 infrastructure, services and support, and pursuant to the NextGen 911 Grant funding from the State of Texas Commission on State Emergency Communication Proposition 8 Next Generation 911 Service Fund Award for one hundred, twenty thousand, six hundred-eighty three dollars and seventy one cents (\$120,683.71) and Texas 9-1-1 Entity Subrecipient Subaward, Next Generation 911 Service Fund Award not to exceed eight hundred thirty-nine thousand, twenty-seven dollars and twenty seven cents (\$839,027.27) as accepted under City of Ennis Resolution No. 24-1106-12 and No. 24-1106-13 respectively, and each passed and approved on November 6, 2024.

Meeting: ENNIS CITY COMMISSION - 16 Dec 2025

Department: Police

Staff Contact: Dustin Munn, Police Chief

BACKGROUND INFORMATION:

A NextGen911 system significantly enhances emergency response and overall public safety by providing faster, more accurate, and more reliable communication. NextGen911 enables seamless digital transmission of voice, text, photos, video, and precise location data, giving first responders clearer information before they arrive on scene. It reduces call-routing delays, improves interoperability among agencies, and strengthens system resiliency during high-volume or disaster events. In parallel, it ensures that our community receives quicker, better-informed, and more coordinated emergency service when seconds truly matter.

In recognition of these benefits, on November 6, 2024, the Ennis City Commission accepted grants from the State of Texas Commission on State Emergency Communications to upgrade from the current "Legacy" state of our 911 infrastructure to Next Generation 911 infrastructure: One grant from the Proposition 8 Next Generation 9-1-1 Service Fund resulting in a distribution of \$120,683.71; the second from the Next Generation 911 Fund - Texas 911 Entity, Subrecipient, Subaward Grant to be reimbursed for improvements not to exceed \$839,027.27 with no matching funds required. The distribution of \$120,683.71 has been deposited with the City, and the improvements tied to \$839,027.27 are budgeted, to be reimbursed through this grant. In total, these grants amount to \$959,710.98 to be expended before December 31, 2026.

This request is to authorize the expenditure total of \$546,815.68 in non-recurring charges for a NICE Recorder costing \$40,461.00, Motorola Assist Bundle (5 years) for Cloud Mapping, Media,

E.5.

Transcription, and Caller Profile costing \$471,125.00, and GIS Data - GEOcomm costing \$35,104.68. Also, to authorize the expenditure total of \$5,516.00 in monthly recurring charges (i.e. \$66,192.00 for the next 12 months) for the Position 4 Workstation costing \$1,550.00, Position 5 & 6 Command Posts costing \$1,550.00 each and all including texting, mapping and MIS, plus 2 Command Post (hardware) costing \$866.00. This outlay request totals \$613,007.68. These expenditures will leave us with \$346,703.30 in grant funding available to further support these improvements to public safety service delivery.

FINANCIAL IMPACT:

Funds are on deposit and/or budgeted as indicated for reimbursement as described in the background information contained above.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval expenditure and ATT engagement.

ALTERNATIVES:

None

ATTACHMENTS:

[RESOLUTION NO.-Authorize Expenditure of NextGen 911 Grant Funds for AT&T Hosted E 9-1-1 Service, Infrastructure and Support - Pdf](#)



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY TO FURTHER ENGAGE AT&T HOSTED E 9-1-1 SERVICE AND APPROVE THE EXPENDITURES LISTED IN THE PRICING SCHEDULE TO INCLUDE NON-RECURRING CHARGES OF FIVE-HUNDRED FORTY-SIX THOUSAND, EIGHT HUNDRED FIFTEEN DOLLARS AND SIXTY-EIGHT CENTS (\$546,815.68) AND MONTHLY RECURRING CHARGES OF FIVE THOUSAND, FIVE HUNDRED-SIXTEEN DOLLARS AND ZERO CENTS (\$5,516.00) FOR NEXTGEN 911 INFRASTRUCTURE, SERVICES AND SUPPORT, AND PURSUANT TO THE NEXTGEN 911 GRANT FUNDING FROM THE STATE OF TEXAS COMMISSION ON STATE EMERGENCY COMMUNICATIONS PROPOSITION 8 NEXT GENERATION 911 SERVICE FUND AWARD FOR ONE HUNDRED TWENTY THOUSAND, SIX HUNDRED EIGHTY-THREE DOLLARS AND SEVENTY-ONE CENTS (\$120,683.71), AND TEXAS 9-1-1 ENTITY SUBRECIPIENT SUBAWARD, NEXT GENERATION 911 SERVICE FUND AWARD NOT TO EXCEED EIGHT HUNDRED THIRTY-NINE THOUSAND, TWENTY-SEVEN DOLLARS AND TWENTY-SEVEN CENTS (\$839,027.27) AS ACCEPTED UNDER CITY OF ENNIS RESOLUTION NO. 24-1106-12 AND NO. 24-1106-13 RESPECTIVELY, AND EACH PASSED AND APPROVED ON NOVEMBER 6, 2024.

WHEREAS, the City of Ennis is dedicated to providing high quality, professional public safety services; and

WHEREAS, the State of Texas has, through the Commission on State Emergency Communications Proposition 8 Next Generation 911 Service Fund, awarded a distribution for the City of Ennis in the amount of one hundred twenty thousand, six hundred eighty-three dollars and seventy-one cents (\$120,683.71); and

WHEREAS, the State of Texas has, through the Commission on State Emergency Communications Next Generation 9-1-1 Fund - Texas 911 Entity Subrecipient Subaward Grant Program, awarded a reimbursement grant to City of Ennis 911 in the amount not to exceed eight hundred thirty-nine thousand, twenty-seven dollars and twenty-seven cents (\$839,027.27) for Next Generation 911 Infrastructure improvements; and

WHEREAS, the Ennis Police Department, Emergency Communications Center operates as the Emergency Communications District for City of Ennis 911 with the public duty to upgrade from "Legacy" state to Next Generation 911 Infrastructure, Support and Service.

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

SECTION 1: The City of Ennis Commission hereby approves the aforementioned non-recurring expenditures totaling five hundred forty-six thousand, eight hundred fifteen dollars and sixty-eight cents (\$546,815.68) from said grant funding sources; and

SECTION 2: The City of Ennis Commission further approves the aforementioned monthly recurring expenditures of five thousand, five hundred, sixteen dollars and zero cents (\$5,516.00) from said grant funding sources; and

SECTION 3: In support of upgrading from "Legacy" state to Next Generation 911 Infrastructure, Support and Service provided through the Ennis Police Department Emergency Communications Center, Emergency Communications District for the City of Ennis 911; and

SECTION 4: This Resolution shall become effective from and after its date of passage.

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

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

**AT&T HOSTED E 9-1-1 SERVICE
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T ("AT&T")
City of Ennis	Southwestern Bell Telephone Company, d/b/a AT&T AT&T Enterprises
CUSTOMER Address	AT&T Address
Street Address: 1700 Lake Bardwell City: Ennis State / Province: TX Country: United States Domestic / Intl / Zip Code: 75119	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
CUSTOMER Contact (for Contract Notices)	AT&T Branch Sales Contact Information <input checked="" type="checkbox"/> Primary Sales Contact
Name: Chad Marshall Title: IT Telephone: 972-875-4462 Fax: Email: cmarshall@ennistx.gov	Name: Jeff Bievenue Street Address: 311 S Akard St City: Dallas State / Province: TX Country: United States Domestic / Intl / Zip Code: 75202 Telephone : 314 775-3650 Email : jb9541@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Scott Agnew
CUSTOMER Billing Address and Contact	
Street Address: 107 N Sherman St City: Ennis State / Province: TX Country: United States Domestic / Intl / Zip Code: 75119 Contact Name: Finance Department Title: IT Telephone: 972-875-1234 Fax: E-mail: awilliams@ennistx.gov	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

CUSTOMER	AT&T
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
Mayor (Title)	(Title)
(Date)	(Date)



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

This Pricing Schedule is part of the Agreement between Southwestern Bell Telephone Company, dba AT&T and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

SERVICE: An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: Southwestern Bell Telephone Company, d/b/a AT&T

TERM: The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 5 years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Network Transport Components: The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

9-1-1 Database Components: Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

Other Components: Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

- I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"
- II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
- III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
- IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
- V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Host & PSAP Pricing:			
Host Locations:	NRC	MRC	
Position 4 Workstation (includes texting, mapping, MIS)	\$00.00	\$1550.00	
Position 5 Command Post(includes texting, mapping, MIS)	\$00.00	\$1550.00	
Position 6 Command Post(includes texting, mapping, MIS)	\$00.00	\$1550.00	
NICE Recorder	\$40,461.00	\$00.00	
Motorola Assist Bundle (5 years) Cloud mapping, Media, Transcription, Caller Profile	\$471,250.00	\$0.00	
GIS Data - GEOcomm	\$35,104.68	\$0.00	
2 Command Post (hardware)	\$0.00	\$866.00	

- (1) Charges For Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted
- (2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.

"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed and certain elements of the Service are performed.

"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement

"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.

"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

"Statement of Work" or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and

all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) **Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE<

NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer As To Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge.



**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T.

Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

1. Statements of Work e.g. SOW, SCOW, PIG ☐

Ennis PD
SOW, SCOW, PIG



Public Safety Solutions

Prepared by:
Jeff Bievenue
ASE II PSS
11/17/2025

Statement of Work

Executive Summary

The purpose of this document is to define the responsibilities of Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T") regarding the Scope of Work, Deliverables, Terms and Conditions of Upgrading a Hosted 911 system for Ennis PD 911. This document and any revisions shall hereafter be recognized as an addendum to the Master Agreement by and between Ennis PD 911 and AT&T.

Contact Information

Customer Information			
Customer Name	Ennis PD 911		
Customer Address	1700 Lake Bardwell		
Contact Position	Contact Name	Contact Number	
IT Manager	Chad Marshall	972-875-4462,,ext 2265	

AT&T Information			
Position	Contact Name	Contact Number	
Applications Sales Consultant	Jeff Bievenue	314-775-3650	
Technical Sales Consultant	Billy Blankenship	512-496-8921	
Project Manager	TBD		

Scope of Work

Overview

Network:

AT&T will utilize the current network in place.

A T1 from Host to customer premise to accommodate traffic. Customer currently uses 3 CAMA trunks to deliver calls to PSAP. ALI circuits will be at the Host site and will be implemented prior to project.

CPE

AT&T will project management the installation of a new 1 new position Vesta off of the North Dallas Host. We will add two Command Post hardware and associated positions off of the North Texas Host. Additionally, we will provision the Motorola Assist bundle to be include: Transcription, Media and Caller Profile. AT&T will also deploy a NICE recorder to record 911 calls on premise.

Lastly, GEOcomm GIS services will be procured to assist the City of Ennis with their GIS needs.

Site Location:

1700 Lake Bardwell

Ennis, TX 75119

Project Details

Equipment Installation

AT&T technician(s) will install PSAP workstation, Command Posts, and Assist Bundle. AT&T will assist with the NICE recorder implementation,

as needed. The new hardware and service will be hosted off of the North Texas Host.

All PCs and backroom equipment that require to be install.

Equipment Strategy

All installation work will be done during normal business hours (8AM-5PM) with no weekend or holiday work. Any work requested by Customer to be performed outside of these hours will be performed as resources are available and at additional cost to Customer, which will be quoted at the time the work is requested.

Motorola Vesta

AT&T techs will coordinate with Motorola on the delivery of required equipment. AT&T PM will then have weekly calls.

Acceptance Criteria

Installation shall be deemed complete when the System is in operating condition. Minor System issues not materially affecting System functionality shall be noted and promptly remedied by AT&T but shall not delay acceptance.

The System (at Ennis PD) will be deemed accepted when:

If the equipment remains in effect and processing 9-1-1 emergency calls for a time period of 30 days or more, it will be considered accepted with out a signed Acceptance letter.

(OR)

A. RELIABILITY - The System has been upgraded, and has been in constant use as the primary source of 9-1-1 call processing, for 72 consecutive hours without Malfunction. "Malfunction" shall be defined as occurrences during which any feature of the System fails to operate and such failure to operate causes one or more 9-1-1 calls to go unanswered or causes an unreasonable delay in answering one or more 9-1-1 calls. Whether an occurrence constitutes a Malfunction will be mutually agreed

upon between Ennis PD 911 and AT&T (agreement not to be withheld unreasonably).

B. FEATURES - The System provides all features and capabilities listed in this Scope of Work and in the Agreement.

C. TRANSMISSION LEVELS - The quality and level of transmission meet published specifications of the System.

D. TRUNK SIGNALING – AT&T tests and observation of the Local Exchange Carrier Central Office trunks at the PSAP demonstrate that:

1. The System seizes and releases trunks without hang-ups, lock-ups, or unintended disconnects.
2. Proper signaling of tandem connections because both called and calling party to disconnect.
3. Calls can be transferred via the tandem to each agency on the transfer list.

E. CAD INTERFACE –The interface to the CAD system is transmitting ANI/ALI data accurately.

F. SYSTEM ACCESS AND SECURITY LEVELS – Each station line has been demonstrated to provide the defined access and restrictions and, the call-handling application software and client server operating system restricts or allows access according to the agreed criteria.

G. DOCUMENTATION - System documentation (Mfg. And AT&T Binder) is complete and on file with Ennis.

H. PUNCH LIST - All deficiencies noted by the vendor or Ennis PD have been corrected by the vendor, except for a punch list which Ennis PD agrees are only made up of “minor items” that should not impact acceptance (agreement not to be withheld unreasonably).

Maintenance Information

Scope of Work: Ennis PD has purchased the equipment and Project Management through AT&T. The installation and maintenance of the equipment will be by AT&T, Voice Products and Motorola. AT&T will Project Manage the 911 vendor Motorola/Voice Products.

AT&T Responsibilities:**Setup Project calls**

Work with the Customer and our 911 Vendor to schedule training.

Be the Point of Contact for the overall project

- **PSAP agents, employees and/or representatives shall contact the Ennis PD for repair or replacement of the following items not covered by this agreement.**
- **In the event a part, not currently available in spares, is required for repair of the equipment which is maintained by AT&T under the jurisdiction of this agreement, AT&T will notify the vendor of the required part and cost before placing the order with Motorola.**
- **For requests outside the scope of this Addendum, AT&T will bill according to the following schedule, If AT&T is need to help with installation:**
 - Monday-Friday 8:00AM-5:00PM - \$179.00/hr Time and Material.
 - Monday-Friday 5:01PM-7:59AM and all day Saturday and Sunday- \$268.50/hr Time and Material.
 - Holidays - \$358.00/hr Time and Material.
- **Upon request the AT&T 9-1-1 Resolution Center will provide to Ennis PD electronic documentation of trouble tickets opened for Ennis PD PSAP.**
- **Contact with CareFlite will be in the following order:**
 - Project Order of Contact:**
 - Chad Marshall
 - Cell: 903-602-0044
 - Office: 972-875-4462, ext 2265

Live- Post Cut Contact Order:

Chad Marshall
Cell: 903-602-0044
Office: 972-875-4462, ext 2265

All Services and Materials will be provided in accordance with the Agreement which is incorporated herein.

Responsibilities of the Parties

Customer Responsibilities

The customer will be responsible for providing all site preparation including:

- Any building alterations necessary to meet wiring and other site requirements.
- Environmental modifications as required for the hardware i.e.; ventilation, heating, and air conditioning.
- Installation of all site wiring (power and signal, path and lengths).
- Installation of necessary power distribution boxes, conduits, groundings, lightning protection, connectors, and associated hardware.
- Installation of power outlets located within five feet of the equipment to be installed.
- Maintaining a Clean and Dust-Free Equipment Room and PSAP.
- Pay for replacement Parts as needed.

Change Management Procedures

Overview

It may become necessary to amend this Statement of Work for reasons including, but not limited to, the following:

- Customer's changes to the Scope of Work and/or specifications for the Services
- Customer's changes to the Implementation Plan
- Non-availability of resources which are beyond either party's control
- Environmental or architectural impediments not previously identified

Procedures

In the event either party desires to change this Statement of Work, the following procedures will apply:

1. The party requesting the change will deliver a Change Request document (Appendix D) to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Deliverables, and the schedule.
2. A Change Request may be initiated by either party for any material changes to the SOW. The designated Program/Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
3. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
4. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.



Customer Acknowledgment

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T's Product and Services Agreement. The customer also is aware that any delays incurred because of any of the reasons listed in the Customer Responsibilities section is considered billable time. Any questions concerning AT&T's responsibilities and the work to be done should be directed to the AT&T representative.

Ennis PD 911

AT&T

Signature

Signature

Name (type/print)

Name (type/print)

Title (type/print)

Project Manager

Title (type/print)

Date

Date

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 Light Industrial and Manufacturing (L-IM) to Corridor Commercial (CC) for an approximately 14.947 acre lot, tract or parcel of land approximately located at the southwest corner of Interstate 45 and North Kaufman Street in the City of Ennis, Ellis County, Texas, Ellis CAD ID 249501.

Meeting: ENNIS CITY COMMISSION - 16 Dec 2025

Department: Planning & Development

Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

On November 10, 2025, the Planning and Zoning Commission held a public hearing and discussed and considered a zoning change from Light Industrial and Manufacturing (L-IM) to Corridor Commercial (CC) for an approximate 14.947-acre lot, tract or parcel of land approximately located at the southwest corner of Interstate 45 and North Kaufman Street in the City of Ennis, Ellis County, Texas, Ellis CAD ID 249501.

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

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

The Planning and Zoning Commission recommends approval.

ALTERNATIVES:

N/A

ATTACHMENTS:

[ZAXA-25-16 Zoning Narrative](#)
[ZAXA-25-16 Zoning Exhibit](#)
[ZAXA-25-16 Current & Proposed Zoning](#)
[ZAXA-25-16 Proposed Site Plan](#)
[ZAXA-25-16 Proposed Concept Plan Ennis](#)

F.1.

[ZAXA-25-16 SPO Responses](#)

[ZAXA-25-16 PPT Slides](#)

[ORDINANCE NO.-Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texa - Pdf](#)



Fuel City Zoning Narrative (L-IM to CC)

Fuel City respectfully requests that the City of Ennis approve rezoning of the subject property from L-IM (Light Industrial / Manufacturing) to CC (Corridor Commercial) to allow development of a notable Texas-Brand convenience store destination with award-winning food program and an automatic tunnel car wash.

Corridor Commercial is the ideal classification because the property fronts Kaufman Street and Interstate 45, placing it directly on a major arterial corridor. The Ennis UDO states that the CC district provides sites for community and regional retail, restaurants, and personal services visible from major roadways, with attractive appearance, landscaping, well-designed parking, and controlled traffic. Fuel City's proposed use—combining convenience store, restaurant, fueling, car wash—is exactly the type of high-visibility, service-oriented development the UDO envisions for CC.

Rezoning will bring Ennis a premium operator generating substantial sales tax and ad valorem revenue, boosting surrounding property values, and catalyzing further corridor development. Fuel City's quality in site design, landscaping, architecture, and operations will enhance corridor character and avoid strip-type development. Instead, the site will be planned with landscaping buffers, clustered buildings, and cross-access easements to improve connectivity and reduce redundant curb cuts, consistent with UDO requirements.

The proposal will comply with dimensional standards of the CC district: 20-foot front setbacks along Kaufman and arterial frontage, 20-foot side and rear setbacks, and 40-foot buffers where adjacent to residential. Heights will remain below UDO maximums (two stories/35 ft near residential, up to 5 stories/75 ft elsewhere). Lot coverage will remain at or below the 75% cap.

Buildings will be oriented for strong street presence and pedestrian access. The primary entrance will face the street or a pedestrian path, in alignment with UDO entry standards. Sidewalks, internal walkways, lighting, and architectural detailing will further meet the UDO's urban design expectations.

The retail operations and fuel sales for both passenger vehicles and commercial trucks also aligns with the UDO, which anticipates CC uses generating high vehicle volumes, including truck traffic along regional corridors.

Economically, this project will create over 60 full-time equivalent jobs, generate significant new taxable revenue, and increase values of both the subject property and adjacent parcels. The project embodies the UDO directive that the CC district "maintain and enhance the city's economic base."

Granting this rezoning will enable a high-quality commercial development, enhance the gateway corridor, attract regional travelers, encourage adjacent redevelopment, and provide meaningful public benefits in jobs and tax revenue.

For these reasons, the request to rezone from L-IM to CC is fully consistent with the purpose and intent of the CC district as described in the Ennis UDO.

EXHIBIT A

**ZONING EXHIBIT OF 14.947 ACRES OF LAND
LOCATED IN THE WILLIAM A. PARK SURVEY,
ABSTRACT No. 871,
CITY OF ENNIS, ELLIS COUNTY, TEXAS**

Being 14.947 acres of land located in the William A. Park Survey, Abstract No. 871, Ellis County, Texas, being the tract of land described in the deed to SAPPHIRE GROUP, LLC - SERIES 3, A SERIES OF SAPPHIRE GROUP, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, recorded in County Clerk's Instrument No. 223045, Deed Records, Ellis County, Texas. Said 14.947 acres of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the most westerly southwest corner of said Sapphire Group tract, said iron rod lying in the east line of Kaufman Street;

THENCE along the common lines of said Sapphire Group tract and Kaufman Street east line as follows:

1. N09°33'52"E, a distance of 453.64 feet to a 1/2" iron rod found;
2. N03°26'40"E, a distance of 78.15 feet to a 1/2" iron rod found;
3. N10°36'49"E, a distance of 120.64 feet to a 1/2" iron rod found;

THENCE N65°26'17"E, a distance of 50.11 feet to a 1/2" iron rod found lying in the west line of the west service road of Interstate Hwy 45 (I-45);

THENCE along the common lines of said Sapphire Group and west service road as follows:

1. S41°40'25"E, a distance of 125.78 feet to a 1/2" iron rod found;
2. S38°24'15"E, a distance of 68.72 feet to a 1" iron rod found;
3. S35°41'08"E, a distance of 519.92 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set;
4. S32°39'20"E, a distance of 539.12 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set;

5. S31°46'10"E, a distance of 276.81 feet to a 1/2" iron rod found at the east corner of said Sapphire Group tract, said iron rod being the north corner of a tract of land described in the deed to Eddie M. Richardson, recorded in Volume 1600, Page 492, Deed Records, Ellis County, Texas;

THENCE S37°27'15"W, along the northwest line of said Richardson tract, a distance of 286.03 feet to a 5/8" iron rod found bent;

THENCE N51°54'46"W, a distance of 979.97 feet to a 1/2" iron rod stamped "Rhodes" found;

THENCE N38°37'35"E, a distance of 18.55 feet to a 1/2" iron rod found;

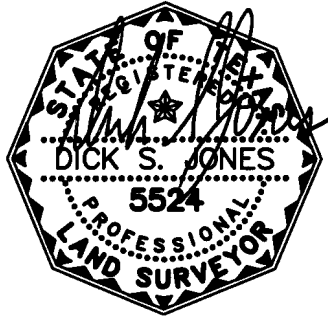
THENCE N21°39'15"W, a distance of 218.04 feet to the point of beginning, containing 14.947 acres of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

F.1.

SEE 8-1/2"X11" PLAT ATTACHED
SHEET 1 OF 2

Dick S. Jones
Registered Professional
Land Surveyor No. 5524

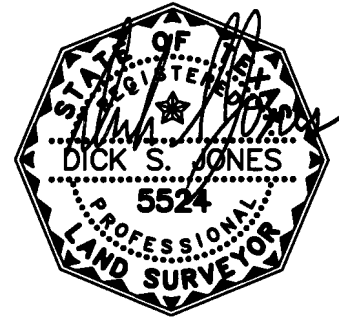


HERBERT S. BEASLEY

LAND SURVEYORS L.P.

• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com

P. O. BOX 8873
FORT WORTH, TEXAS 76124



DICK S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5524

Prepared 25 September 2025

Approximate Location
Centerline
Texas Power & Light Company
Easement and Right of Way
V. 388, P. 230
D.R.E.C.T.

Channel Easement
State of Texas
V. 461, P. 344
D.R.E.C.T.

Channel Easement
State of Texas
V. 461, P. 345
D.R.E.C.T.

Approximate Location
Centerline
Texas Power & Light Company
Easement and Right of Way
V. 377, P. 584
D.R.E.C.T.

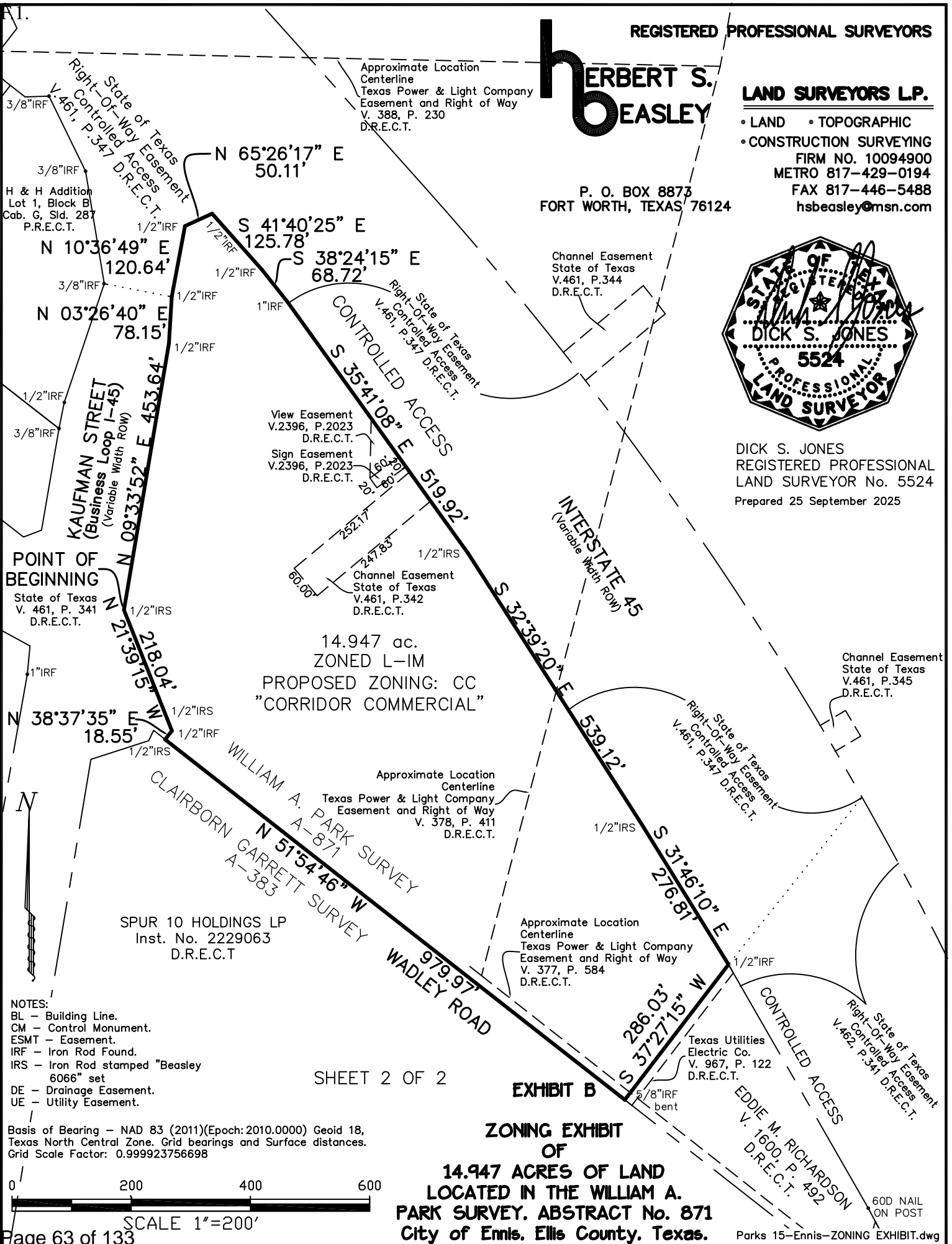
State of Texas
Right-Of-Way Easement
Controlled Access
V. 461, P. 347 D.R.E.C.T.

State of Texas
Right-Of-Way Easement
Controlled Access
V. 462, P. 341 D.R.E.C.T.

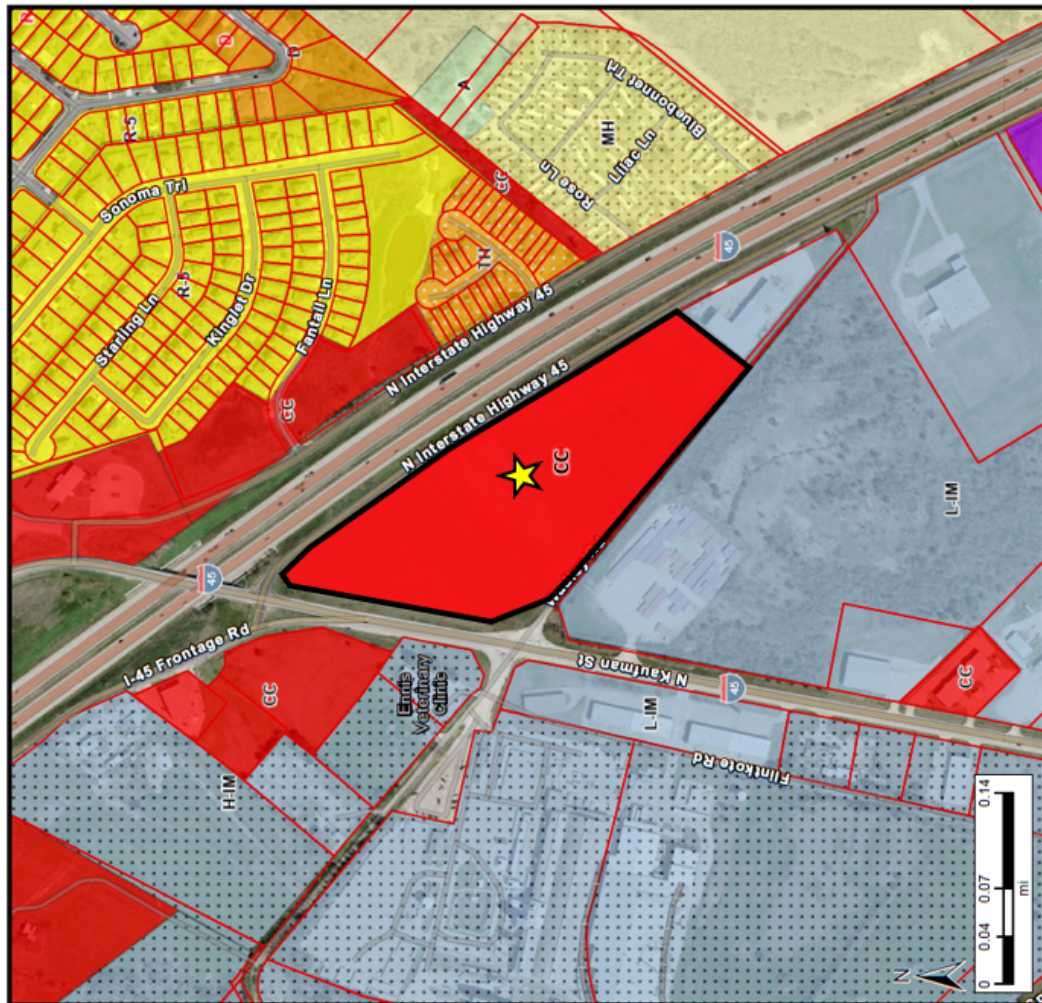
Texas Utilities
Electric Co.
V. 967, P. 122
D.R.E.C.T.

EDDIE M. RICHARDSON
V. 1600, P. 492
D.R.E.C.T.

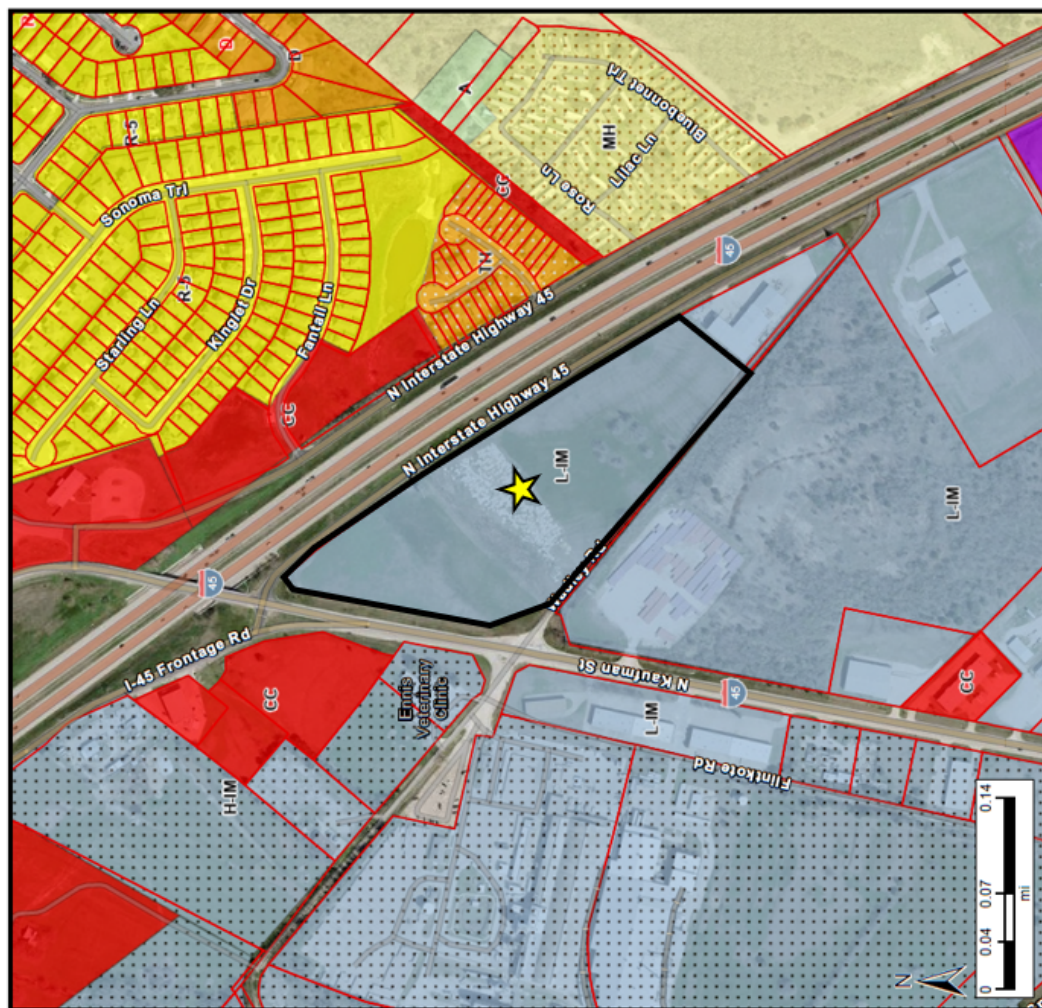
60D NAIL
ON POST

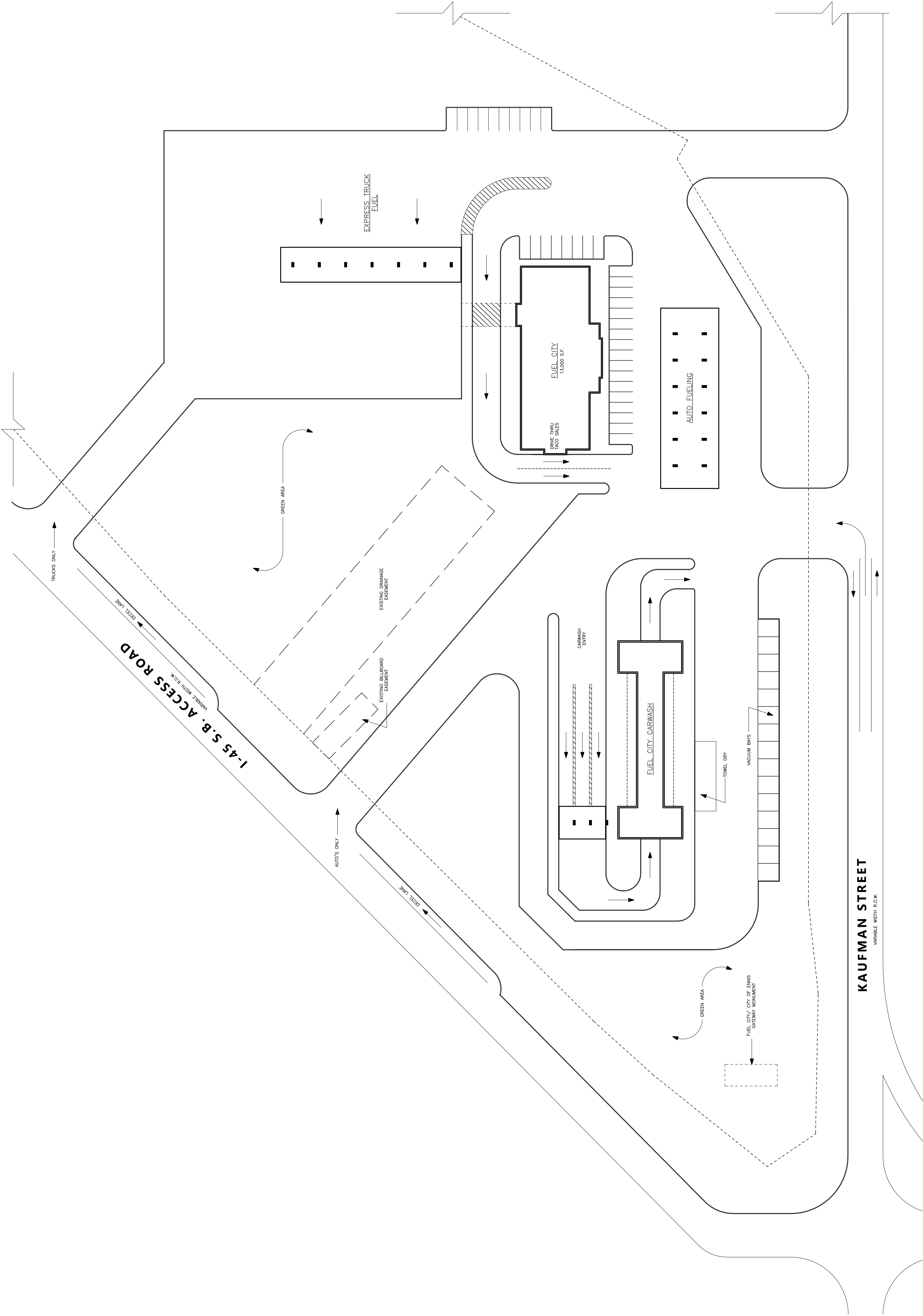


Proposed Zoning



Current Zoning





SHEET NO.
DATE: AUG 2025
PROJECT NO: 2025048
DRAWN BY: GL
CHECKED BY:

CONCEPT
SITE PLAN



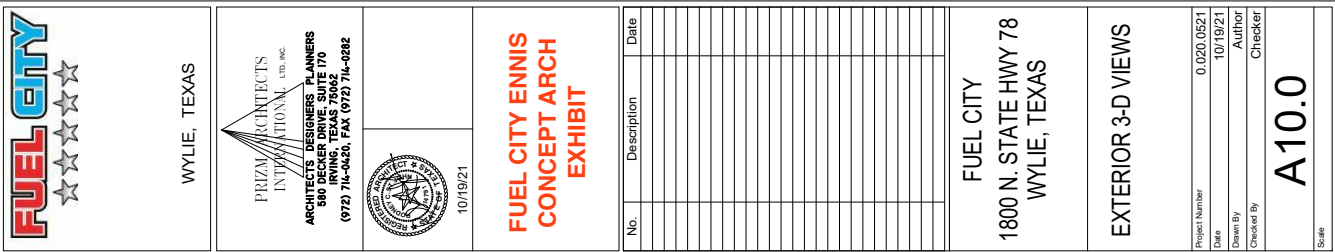
750 E. Interstate 30
Suite 110
Rockwall, TX 75087
T: 972-732-6085
W: carrollarch.com

NEW FACILITY FOR
FUEL CITY
Ennis, Texas 75119

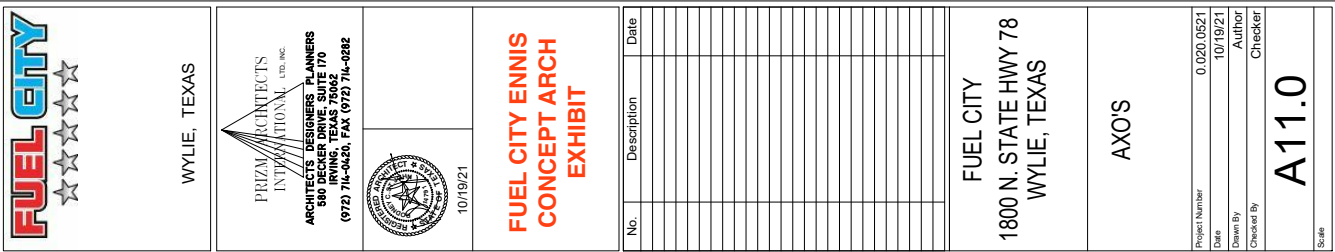
COPYRIGHT NOTICE:
These drawings and specifications are copyrighted and subject to copyright protection as provided under sec. 102 of the copyright act, 17 U.S.C. as amended January 2003. The protection of these drawings and specifications may result in cessation of construction, building seizure, and/or monetary liability.

ISSUE:

OWNER REVIEW: 12-01-2025







**CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-16**

PID No. 189562

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, November 10, 2025 at 6:00 PM** and the City Commission on **Tuesday, December 16, 2025 at 6:00 PM** in the City of Ennis, Texas. City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Light Industrial and Manufacturing (L-IM) to Corridor Commercial (CC) for an approximately 14.947-acre tract of land situated in the William A Park Survey, Abstract No. 871, City of Ennis, Ellis County, Texas. Located approximately at the southwest corner of Interstate 45 and N Kaufman Street. Ellis CAD ID 249501
P&Z Case No.: ZAXA-25-16
Owner: Sapphire Group, LLC- Series 3
Applicant: Joseph Bickham

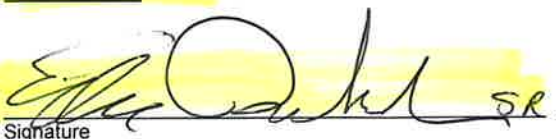
Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on November 5, 2025.**

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. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

<p style="text-align: center;">✓ IN FAVOR OF</p> <p style="text-align: center;">  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>
---	--

PLEASE MAIL OR DELIVER TO:

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

OR

E-MAIL TO

**jbarake@ennistx.gov
estubbs@ennistx.gov**

**RICHARDSON EDDIE M
1601 OLD BARDWELL RD
ENNIS TX 75119-6229**

CITY OF ENNIS, TEXAS
PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-25-16

City of Ennis
Inspection Services
Received

PID No. 249501

OCT 30 2025

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, November 10, 2025 at 6:00 PM** and the City Commission on **Tuesday, December 16, 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-25-16

Owner: Sapphire Group, LLC- Series 3

Applicant: Joseph Bickham

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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):

<div style="text-align: center;"> <input checked="checked" type="checkbox"/> IN FAVOR OF </div> <div style="margin-top: 20px;"> </div> <div style="margin-top: 10px;"> Signature _____ </div>	<div style="text-align: center;"> <input type="checkbox"/> IN PROTEST AGAINST </div> <div style="margin-top: 10px;"> 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 style="margin-top: 10px;"> Print Name _____ </div> <div style="margin-top: 10px;"> Signature _____ </div> <div style="margin-top: 10px;"> Print Name _____ </div> <div style="margin-top: 10px;"> 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
estubbs@ennistx.gov

SAPPHIRE GROUP LLC - SERIES 3
4708 N FM 1417
Sherman TX 75092-6602



City Commission – Regular Session



Public Hearings - F

- **F.-.** - Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Light Industrial and Manufacturing (L-IM) to Corridor Commercial (CC) for an approximately 14.947-acre tract of land situated in the William A Park Survey, Abstract No. 871, City of Ennis, Ellis County, Texas. Located approximately at the southwest corner of Interstate 45 and N Kaufman Street. Ellis CAD ID 249501

Case No. ZAXA-25-16



P&Z Case # ZAXA-25-16

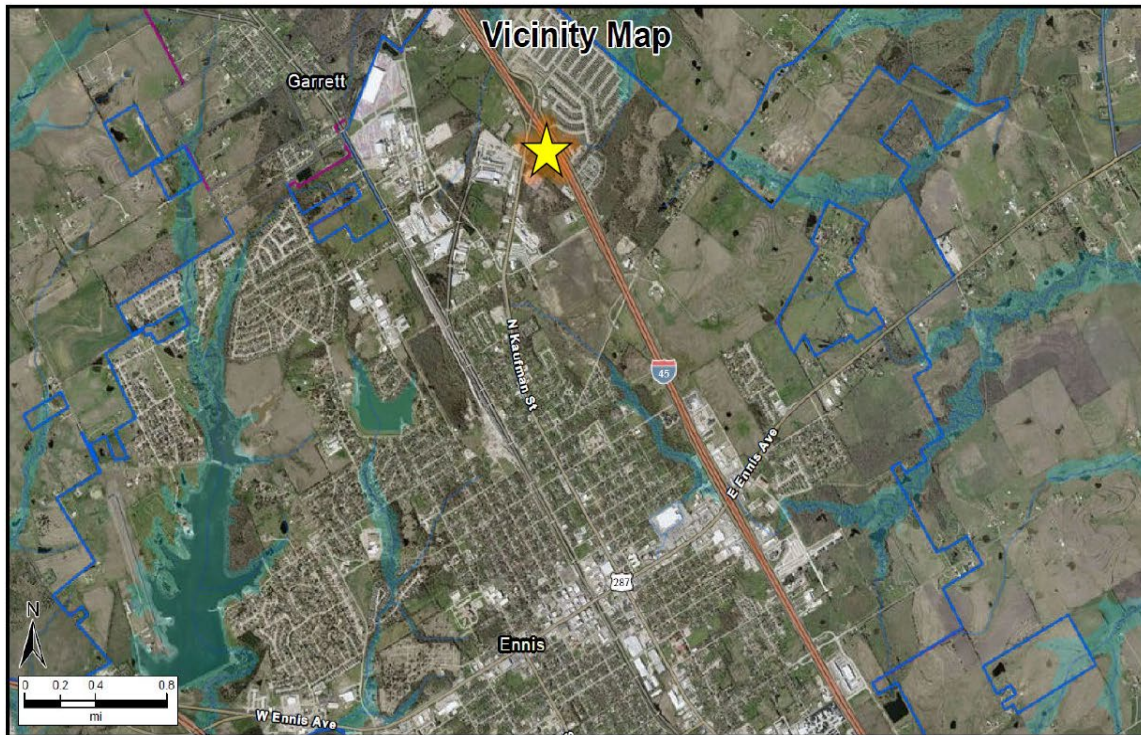


Overview:

- Location: Ward 1
- Requested by: Joseph Bickham
- From: "L-IM" Light Industrial and Manufacturing
- To: "CC" Corridor Commercial
- For: 14.947 Acres
- Use: Future Convenience Store with Fuel Pumps, Carwash and Dining
- Notices: 6 Surrounding Property Owners Notified
 - 2 Voted "In Favor" *Does Not require Super Majority Vote*
 - 0 Voted "In Protest"
- Case heard by P&Z Commission on 11/10/25
- P&Z Commission approved the request



P&Z Case # ZAXA-25-16



P&Z Case # ZAXA-25-16

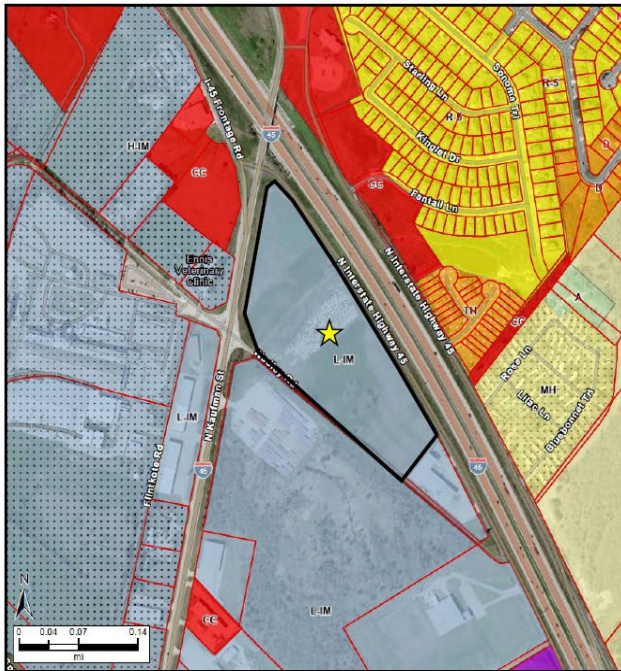




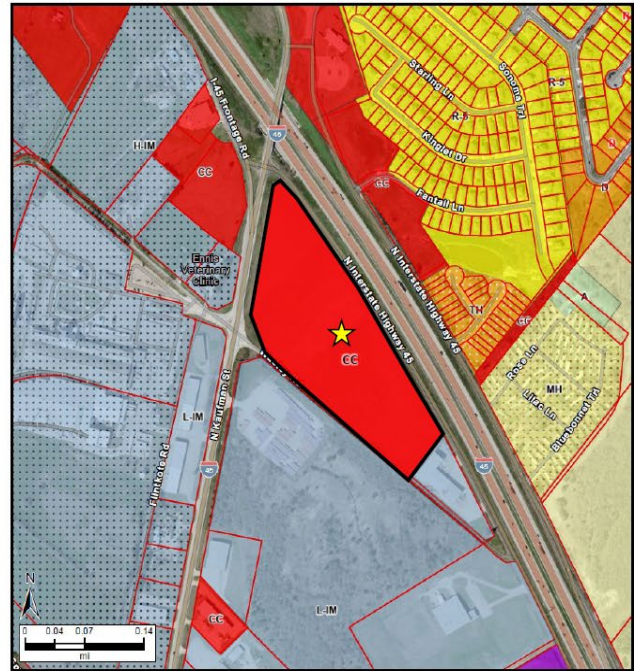
P&Z Case # ZAXA-25-16



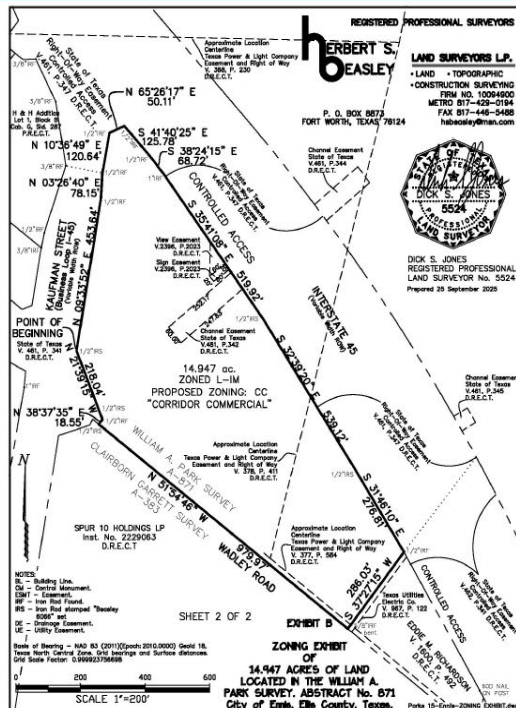
Current Zoning



Proposed Zoning

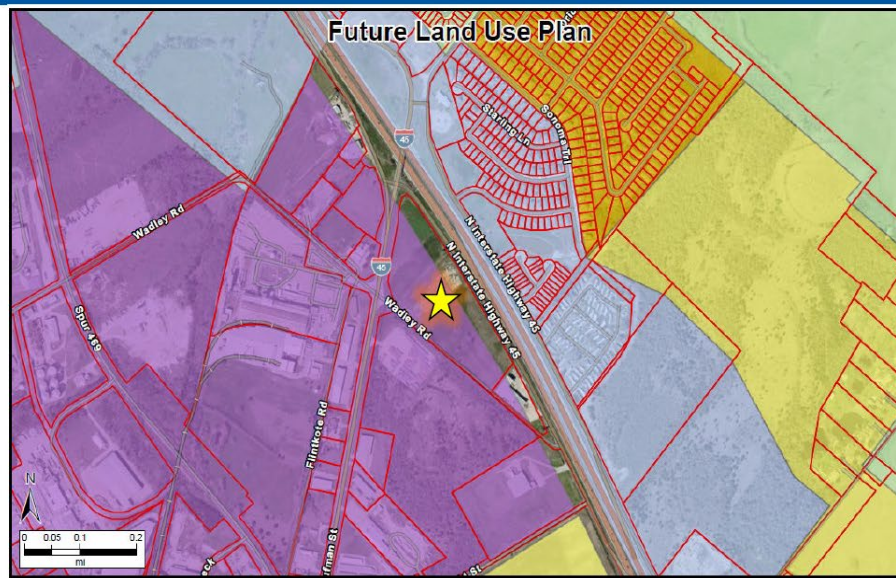


P&Z Case # ZAXA-25-16





P&Z Case # ZAXA-25-16



Legend

Parcels	Existing Neighborhoods	New Lakefront Neighborhoods
Future Land-Use Plan	Existing Traditional Neighborhoods	New Neighborhoods
Business Park	Industrial	Public Civic
Cemetery	Industrial Buffer	Regional Commercial
Downtown	Industrial Transition	Rural/AG/Conservation

Industrial

The industrial land use category is intended to provide for existing and new light and heavy industrial and manufacturing uses in Etna. With a strong economic development focus on industrial and manufacturing uses, Etna has seen the growth of large-scale manufacturing uses in the City. There are five distinct areas of active and future industrial development in the city.



P&Z Case # ZAXA-25-16



(6) Letters Sent
 (2) Approvals
 (0) Protests



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 14.947 ACRE TRACT OF LAND FROM LIGHT INDUSTRIAL AND MANUFACTURING (L-IM) DISTRICT TO CORRIDOR COMMERCIAL (CC) DISTRICT, SITUATED IN THE WILLIAM A PARK SURVEY, ABSTRACT NO. 871, APPROXIMATELY LOCATED AT THE SOUTHWEST CORNER OF INTERSTATE 45 AND NORTH KAUFMAN STREET IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, ELLIS CAD ID 249501; 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, Joseph Bickham (“Applicant”), acting as authorized representative for the landowner, Sapphire Group, LLC-Series 3, has requested to change the zoning classification from Light Industrial and Manufacturing (L-IM) District to Corridor Commercial (CC) District on an approximate 14.947-acre tract of land, situated in the William A Park Survey, Abstract No. 871, City of Ennis, Ellis County, Texas. Approximately located at the southwest corner of Interstate 45 and North Kaufman Street, Ellis CAD ID 249501 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, in accordance with Article 3.2.7 of the City of Ennis Unified Development Ordinance, the City Commission and the Planning and Zoning Commission have determined that the requested zoning change is in compliance with the comprehensive plan, establishes a use permitted under the ordinance, the proposed provision and configuration of public improvements shall be adequate to serve the development, and zoning change is in keeping with the intent and purpose of the City of Ennis Unified Development Ordinance; and

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

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

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

SECTION 2. Amendment. The Unified Development Ordinance of the City of Ennis is hereby amended to change the zoning classification on the Property from Light Industrial and Manufacturing (L-IM) District to Corridor Commercial (CC) District. 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

F.1.

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 16th of December 2025.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

F.1.

**EXHIBIT “A”
LEGAL DESCRIPTION**

EXHIBIT A

**ZONING EXHIBIT OF 14.947 ACRES OF LAND
LOCATED IN THE WILLIAM A. PARK SURVEY,
ABSTRACT No. 871,
CITY OF ENNIS, ELLIS COUNTY, TEXAS**

Being 14.947 acres of land located in the William A. Park Survey, Abstract No. 871, Ellis County, Texas, being the tract of land described in the deed to SAPPHIRE GROUP, LLC - SERIES 3, A SERIES OF SAPPHIRE GROUP, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY, recorded in County Clerk's Instrument No. 223045, Deed Records, Ellis County, Texas. Said 14.947 acres of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the most westerly southwest corner of said Sapphire Group tract, said iron rod lying in the east line of Kaufman Street;

THENCE along the common lines of said Sapphire Group tract and Kaufman Street east line as follows:

1. N09°33'52"E, a distance of 453.64 feet to a 1/2" iron rod found;
2. N03°26'40"E, a distance of 78.15 feet to a 1/2" iron rod found;
3. N10°36'49"E, a distance of 120.64 feet to a 1/2" iron rod found;

THENCE N65°26'17"E, a distance of 50.11 feet to a 1/2" iron rod found lying in the west line of the west service road of Interstate Hwy 45 (I-45);

THENCE along the common lines of said Sapphire Group and west service road as follows:

1. S41°40'25"E, a distance of 125.78 feet to a 1/2" iron rod found;
2. S38°24'15"E, a distance of 68.72 feet to a 1" iron rod found;
3. S35°41'08"E, a distance of 519.92 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set;
4. S32°39'20"E, a distance of 539.12 feet to a 1/2" iron rod stamped "Beasley RPLS 6066" set;

5. S31°46'10"E, a distance of 276.81 feet to a 1/2" iron rod found at the east corner of said Sapphire Group tract, said iron rod being the north corner of a tract of land described in the deed to Eddie M. Richardson, recorded in Volume 1600, Page 492, Deed Records, Ellis County, Texas;

THENCE S37°27'15"W, along the northwest line of said Richardson tract, a distance of 286.03 feet to a 5/8" iron rod found bent;

THENCE N51°54'46"W, a distance of 979.97 feet to a 1/2" iron rod stamped "Rhodes" found;

THENCE N38°37'35"E, a distance of 18.55 feet to a 1/2" iron rod found;

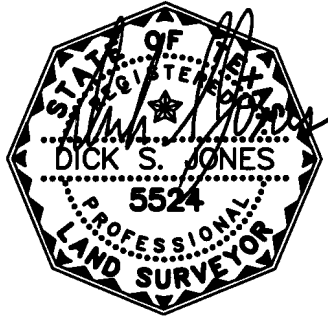
THENCE N21°39'15"W, a distance of 218.04 feet to the point of beginning, containing 14.947 acres of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

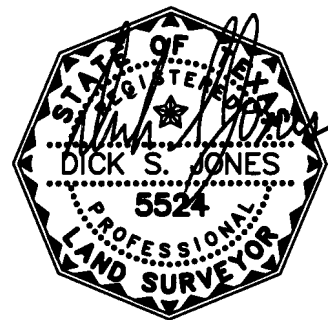
F.1.

SEE 8-1/2"X11" PLAT ATTACHED
SHEET 1 OF 2

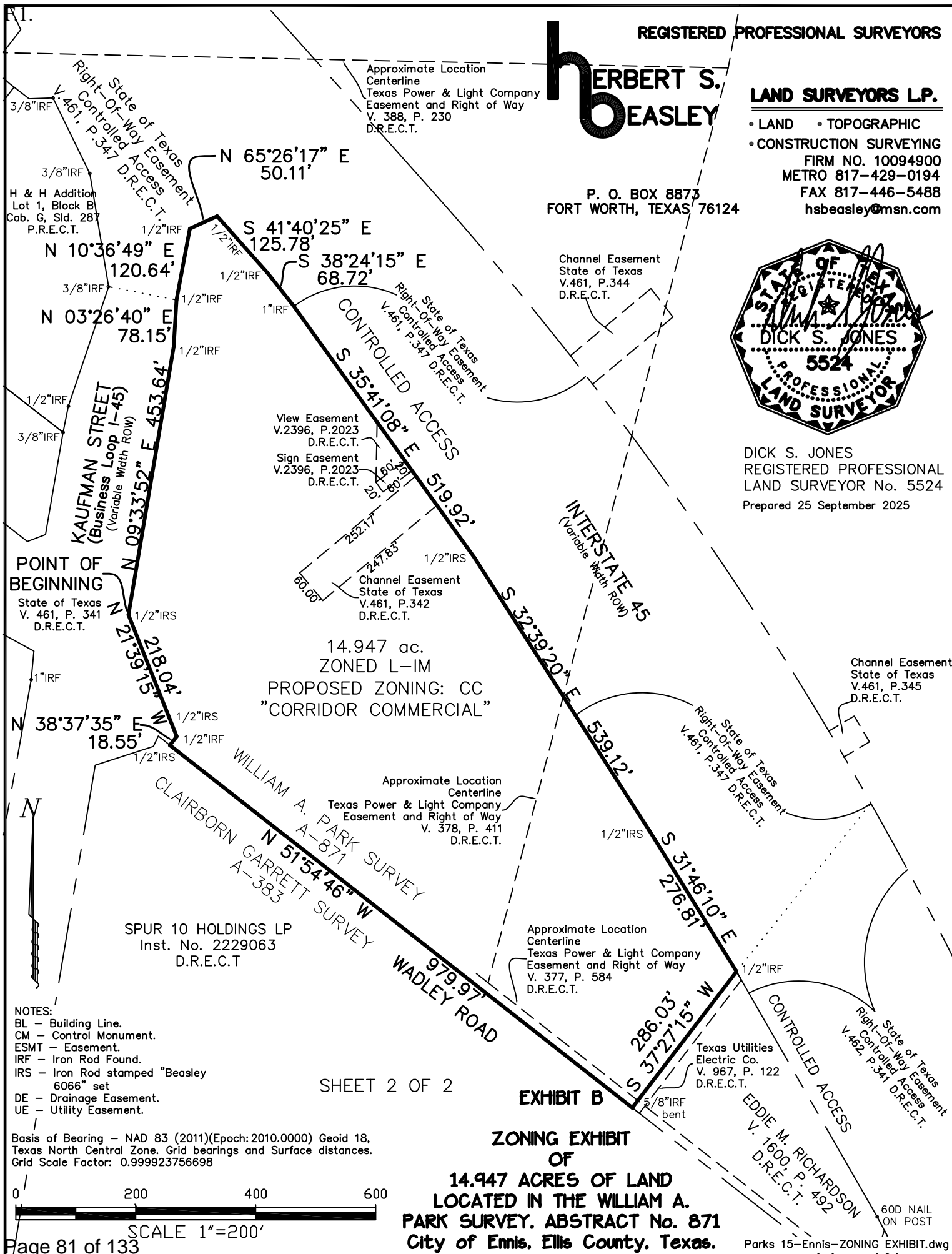
Dick S. Jones
Registered Professional
Land Surveyor No. 5524



• LAND • TOPOGRAPHIC
• CONSTRUCTION SURVEYING
FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com



DICK S. JONES
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5524
Prepared 25 September 2025



ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider approval of revised City of Ennis City Commission Rules and Procedures.
Meeting: ENNIS CITY COMMISSION - 16 Dec 2025
Department: Administration
Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

City Commission Rules and Procedures provide a clear and comprehensive framework to guide the duties, responsibilities, and interactions of the City Commission. Adoption of such rules enhances transparency, supports efficient governance, and ensures that both the public and City staff have a reliable understanding of how Commission business is conducted.

First approved in May 2018, the current City of Ennis City Commission Rules and Procedures have been reviewed, and minor changes are proposed that reflect the desired change to once-a-month City Commission meetings, while the historically used additional meeting time may be reserved for select in-depth work sessions.

Inclusive of minor corrections and clarifications (which are depicted in the "Mark-up shown" copy of the document), the proposed revised City Commission Rules and Procedures outlines standardized practices for agenda preparation, meeting conduct, and minute-taking, ensuring consistency with Texas law and best practices for municipal governance. It also establishes expectations for Commissioner training and clarifies roles and responsibilities to support effective decision-making. In addition, the Rules and Procedures help define appropriate working relationships—among commissioners themselves, between the Commission and City staff, and in interactions with the public and media. These provisions promote respectful communication, reinforce ethical behavior, and safeguard the integrity of the Commission's work. Adopting these rules provides several benefits:

- Strengthens transparency and accountability in City governance and operations.
- Ensures meetings are conducted in an orderly, lawful, and efficient manner.
- Supports professional and consistent engagement with residents and stakeholders.
- Reduces misunderstandings by clearly defining processes and expectations.
- Enhances Commission effectiveness through documented standards and training requirements.

Staff recommends adoption of the City Commission Rules and Procedures to reinforce a well-functioning, collaborative, and transparent governing body aligned with the City's commitment to providing exemplary public service and the continued building of public trust.

G.1.

FINANCIAL IMPACT:

n/a

RECOMMENDATION:

Staff recommends approval of the revised City Commission Rules and Procedures.

ATTACHMENTS:

[CITY COMMISSION RULES AND PROCEDURES_ADOPTED MAY 2018_REVISED DEC 2025 mark-up shown](#)

[CITY COMMISSION RULES AND PROCEDURES_ADOPTED MAY 2018_REVISED DEC 2025](#)



CITY OF ENNIS
CITY COMMISSION

RULES AND PROCEDURES

Adopted: May 15, 2018
Revised: December 16, 2025

TABLE OF CONTENTS

Mission Statement	2
Commission Duties and Responsibilities	2
General Rules	2
Mayor and Commission Relations	3
A. Mayor Responsibilities	3
B. Commissioner Responsibilities	3
C. Code of Conduct for Mayor and Commissioners	4
D. City Commission Agenda Procedures	5
E. Commission Training and Professional Development	6
Commission-Staff Relations	7
Media Relations	8
Code of Ethics	9

MISSION STATEMENT

The City Commission shall faithfully discharge all duties imposed upon it by the City Charter and the Constitution and laws of the State of Texas, independently and impartially deciding all matters brought before it with responsibility to the citizens of Ennis and each other.

COMMISSION DUTIES AND RESPONSIBILITIES

The City Commission is the governing body for the City of Ennis and must bear responsibility for the integrity of governance. This policy intends to promote and ensure effective and efficient governance.

The Commission shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy. The following statements will serve as a guide to that commitment:

1. The Commission must strive for continual improvement of each member's personal knowledge and ability to serve in an atmosphere conducive to the responsible exchange of ideas.
2. The Commission will keep the community informed on municipal affairs; encourage communication between the citizens and ~~Council~~ Commission and strive for constructive relationships with Ellis County, neighboring communities, Ennis Independent School District and other governmental bodies.
3. The Commission will recognize and address the rights and privileges of the social, cultural, and physical historical characteristics of the community when setting policy; and, to strive to enhance the cultural diversity of its citizens.
4. The Commission will seek to improve the quality and image of public service.
5. The Commission will always be committed to promote and protect the best interest of all its citizens and entire community.

GENERAL RULES

1. ~~According to the City Charter, a~~ A regular meeting must be held at least once a month. (Section 3.06 Ennis City Charter) The Commission shall meet the ~~first and~~ third Tuesday of each month for that purpose. The Commission may choose ~~not~~ to meet on the first Tuesday of select months where there is no pressing business to conduct in-depth work sessions ~~or the meeting date conflicts with a holiday or holiday season~~. ~~A regular meeting must be held at least once a month~~. Meetings will begin at 6:00 PM.
2. The Mayor may decide when and where to hold workshops and other meetings and will inform the Commission as soon as possible. The meetings may include but are not limited

to budget workshops, work-plan development and review meetings, and consideration of special topics that require an extended period of time.

3. The Mayor may call an emergency meeting of the Commission in the event an “emergency” as defined by State Law occurs.
4. Four members of the Commission shall constitute a quorum.
5. Should the Mayor or any Commissioner be absent from three (3) meetings without leave of absence, except in case of sickness, the Commission shall have the power to declare such office vacant and to order an election to fill the unexpired term thereof. *(Section 3.05(D) Ennis City Charter)*

MAYOR AND COMMISSION RELATIONS

A. Mayoral Responsibilities

1. The Mayor shall be the presiding officer at all meetings. The Mayor Pro Tem shall preside in the absence of the Mayor. In the absence of both the Mayor and Mayor Pro Tem, the Commission shall select a chairman.
2. The Mayor shall have a voice and vote in all matters before the Commission.
3. The Mayor is the spokesperson for and on behalf of the Commission on all matters. The Mayor Pro Tem shall act as spokesperson in his/her absence.
4. The Mayor shall preserve order and decorum and is responsible for keeping the meetings orderly by recognizing each Member for discussion, limiting speaking time, encouraging debate among Members, and keeping discussion on the agenda items being considered as required by these rules and in accordance with the Texas Open Meetings Act.
5. Should a conflict arise among Commissioners, the Mayor serves as mediator and arbiter.

B. Commissioner Responsibilities

1. Commissioners shall know and observe the adopted rules and procedures governing their duties and responsibilities; and complete the required Open Meetings and Public Information training within 60 days of taking the Oath of Office.
2. Commissioners shall ~~be~~ review the agenda packet prior to the scheduled meeting and be prepared to discuss and act upon posted agenda items.
3. Commissioners shall take the initiative to be informed about Commission actions taken in their absence.

4. Commissioners appointed to serve as liaison to a board, commission, or study group are responsible for keeping all Commissioners informed of significant board, commission, or study group activities.
5. Commissioners shall conduct an annual performance review of any of its appointive positions as provided in the Home Rule Charter, to include the City Manager, City Secretary, City Attorney and Municipal Judge.

C. Rules of Conduct for Mayor and Commissioners

1. No personal attacks or inferences.
2. Be on time, start on time. Meetings will not be delayed due to tardiness of a participant.
3. All personal communication devices should be placed in a silent mode during any City Commission meetings. Personal communication devices shall not be used for communicating or conducting City-related business during any City Commission meetings. Personal communication devices may be used to access agenda items but shall not be used to access social media during the meeting. If an emergency arises, the Mayor or ~~Council~~ Commission member shall excuse themselves from the dais or meeting room to engage in that communication.
4. Once a decision has been made by the Commission, use the principle of “speaking as one voice.”
5. Agree to disagree, move on to the next issue.
6. Come prepared to discuss issues; when possible, ask questions of staff prior to meetings so that staff can be prepared.
7. Praise in public; provide constructive feedback in private.
8. Avoid side conversations as they can be disruptive.
9. Be courteous, honest, and treat each other, staff members, and members of the public appearing before the Commission with respect.
10. Communicate in an open, direct manner.
11. If you have an issue with another Commissioner, direct your concern to that member and not to other Commissioners, staff, or members of the community.
12. Be a positive ambassador for the City.

13. No Commissioner shall use their official position or City-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, postage facilities, long-distance telephone services or any other resources for private purposes, personal advantage, pecuniary gain for such official or for others, or for any political campaign for himself or others.

However, this shall not prohibit:

- (i) a Commissioner from using their official position to promote or encourage economic development and businesses within the City, provided:
 - a. the official, and any person related to the official within the second degree by consanguinity or affinity, does not receive a benefit from such promotion or encouragement, and
 - b. the promotion or encouragement of economic development and businesses is not for the purpose of promoting, and does not promote, other than incidentally, the official or any person related to the official within the second degree by consanguinity or affinity; or
- (ii) a member of the Commission, including the Mayor, and each ~~Councilmember~~ Commission member, from lending the member's name and official City title in connection with any election ordered by the Town or county on a proposition or measure.

D. City Commission Agenda Procedures

1. Agenda items

- a. The City Manager shall be responsible for the placement of items on the agenda.
- b. Two members of the Commission shall have the right to place an item on the agenda of a duly convened meeting of the Commission and nothing contained in the Charter or these Rules and Procedures shall be construed to limit or circumscribe such right. The request for the agenda item must be in writing, presented to the City Manager no later than noon on ~~the~~ Wednesday two weeks prior to the Commission meeting to allow time for appropriate research and preparation of the item. The City Manager or City Secretary shall acknowledge receipt of the request.
- c. An agenda item requested by 2 Commissioners may not be removed from the agenda.
- d. Any Commissioner may request an item on the Consent Agenda be removed and placed for Individual Consideration prior to voting on the Consent Agenda.

2. Parliamentary Procedures

- a. Discussion on agenda items will be initiated following introduction by the Mayor, explanatory comments by staff, and a motion and a second for or against the proposal.
- b. The Mayor will encourage all Commissioners to participate in discussion and debate, ensuring all members have the opportunity to speak, limiting each speaker to ensure the use of time as appropriate.

- c. Robert's Rules of Order will be consulted regarding Parliamentary Procedure. Failure to strictly adhere to Robert's Rules of Order shall not invalidate any vote taken on a matter.
- d. The City Attorney shall serve as Parliamentarian during meetings of the Commission. In his/her absence the City Secretary shall serve as Parliamentarian.

3. Citizen Public Comment Period

- a. Any citizen requesting to speak during the Citizen Public Comment Period must fill out a Request Card prior to the call of order of the meeting. Each citizen may speak for a maximum of three (3) minutes.
- b. The Mayor may enforce a three (3) minute speaking rule. The Mayor may also, at his/her discretion, adjust the length of time per speaker. All speakers shall be treated equally.
- c. Speakers must address their comments to the entire Commission rather than to individual members of the Commission or staff.
- d. The Mayor may respond to speakers regarding subjects raised during the Public Comment Period by directing them to an appropriate staff member for information following the meeting.

4. Public Hearings

- a. Citizens wishing to speak on an item scheduled for a Public Hearing shall wait until the Mayor has read the item and opened the Public Hearing.

5. Minutes

- a. The City Secretary will take action minutes for all City Commission meetings where official action is taken.
- b. Minutes for non-action items such as Commissioner Reports, Citizens Public Comments, and Public Hearings shall include the speaker's name and the subject matter.
- c. Discussion-based agenda items should reflect the topics of discussion only rather than verbatim statements or summarized statements by individual speakers.
- d. Any questions regarding the minutes shall be directed to the City Secretary prior to the Commission meeting.

- 6. Any Commissioner may ask the Mayor to enforce the rules established by the Commission. Should the Mayor fail to do so, upon a point of order, a majority vote of the ~~Council~~ Commission may enforce the rules as set forth herein.

E. Commission Training and Professional Development

- 1. In addition to the required open government training, Commissioners are encouraged to attend at least one training event per year, subject to the availability of funds as appropriated in the annual budget for the Mayor and Commissioners.

2. Commissioners are encouraged to select training events from the Texas Municipal League and the North Central Texas Council of Governments.
3. City expenditures for out of state travel may be approved after being placed on an agenda and passed by majority vote of the Commission.

COMMISSION-STAFF RELATIONS

1. The City Manager is the primary link between the Commission and the professional staff. Members of the Commission shall not contact directors, department heads, or individual departments to discuss or inquire about any City-related matter without advance knowledge being provided to the City Manager or the Assistant City Manager. This policy promotes the following important principles: (1) respect for the Council-Manager form of government as authorized in the City Charter; (2) the establishment of a clear chain of command within the organization; (3) assists the City Manager in knowing about problems and concerns from members of the Commission and permits him/her to undertake corrective actions consistent with the overall direction from the Commission; and (4) reinforcing the mutual respect between the members of the Commission and the City Manager.
2. The rules and procedures governing the Commission's right of inquiry shall apply only to the administrative staff reporting directly to the City Manager. ~~It and~~ shall not be in any way construed to limit the right of the Commission to directly communicate access, in verbal or written form, with the City Manager, City Secretary, City Attorney, and Municipal Judge, unless otherwise specifically provided herein.
3. If the City Manager or staff time is being dominated or misdirected by any Commissioner, Commissioner's requests, or in the event of any conflict arising between staff and the Commission, the City Manager shall:
 - a. Visit with the Commissioner and discuss the problem and/or impact on City Manager or staff time.
 - b. If unresolved, ask the Mayor to arbitrate a resolution to the issue.
 - c. If still unresolved, ask the Mayor to present the concerns to the Commission.
 - d. If the unresolved issue is with the Mayor, the Mayor Pro Tem will be asked to arbitrate a resolution, or report to the Commission if the issue is still unresolved.
4. The City Manager is responsible for the professional and ethical behavior of the City Staff. All staff members shall show each other, the Commission, and the public respect and courtesy at all times.
5. The City Manager is responsible, within the constraints of the appropriated budget, for staff development.

6. The City Manager and City Secretary will, in a timely manner, provide appropriate orientation services for the new Commissioners. Such services shall include, but not be limited to, the following:
 - a. Provide information regarding Texas Municipal League conferences and seminars.
 - b. Conduct ~~i~~ individual meeting with new members informing them about City facilities and procedures.
 - c. Provide ~~p~~ printed documents and resource materials necessary to support the performance of the office of Commissioner.

MEDIA RELATIONS

It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports without infringing upon the First Amendment rights of the media.

The Commission and the City Manager recognize the important link to the public provided by the media. It is the Commission's desire to strengthen this link by establishing a professional working relationship to maintain a well-informed citizenry.

1. Media Orientation – Since each government body conducts business differently, it is requested that all reporters new to the City Commission meetings meet with the City Manager, Mayor or the designated media relations representative prior to covering their first meeting for information on policies and procedures
2. Conduct in Chambers – Representatives of the media are requested to refrain from conversing privately with others in the audience while the Commission is in session. Interviews with the public should be conducted outside the Commission Chambers while the Commission is in session.
3. Spokesperson for Staff – On administrative and operational matters, the City Manager or his/her designee is the spokesperson to present staff information on the agenda.
4. Spokesperson for City – The Mayor, or the Mayor's designee, is the primary spokesperson for the official position of the city on matters regarding policy decisions and Commission information pertaining to issues on the agenda. Any clarifications requested by the media on the issues should be addressed after the meeting.

CODE OF ETHICS

The office of elected official is one of trust and service to the citizens of Ennis, therefore certain ethical principles shall govern the conduct of Commissioners, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relations
2. Recognize that the primary function of local government is to serve the best interests of all the people
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Commission
5. Follow the required conflict of interest and disclosure of interest (vendors) required under state law
6. Not seek nor accept gifts or special favors and shall believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest
7. Recognize that public and political decisions are ultimately the responsibility of the City Commission
8. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of Ennis in compliance with the City Charter and Texas Open Meetings Act
9. Avoid inappropriate reference to personalities, and refrain from impugning the integrity or motives of another
10. Demonstrate respect and courtesy to others
11. Refrain from rude and derogatory remarks and shall not belittle staff members, other Commissioners and members of the public
12. Not condone any unethical or illegal activity



CITY OF ENNIS
CITY COMMISSION

RULES AND PROCEDURES

Adopted: May 15, 2018
Revised: December 16, 2025

TABLE OF CONTENTS

Mission Statement	2
Commission Duties and Responsibilities	2
General Rules	2
Mayor and Commission Relations	3
A. Mayor Responsibilities	3
B. Commissioner Responsibilities	3
C. Code of Conduct for Mayor and Commissioners	4
D. City Commission Agenda Procedures	5
E. Commission Training and Professional Development	6
Commission-Staff Relations	7
Media Relations	8
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1. No personal attacks or inferences.
2. Be on time, start on time. Meetings will not be delayed due to tardiness of a participant.
3. All personal communication devices should be placed in a silent mode during any City Commission meetings. Personal communication devices shall not be used for communicating or conducting City-related business during any City Commission meetings. Personal communication devices may be used to access agenda items but shall not be used to access social media during the meeting. If an emergency arises, the Mayor or Commission member shall excuse themselves from the dais or meeting room to engage in that communication.
4. Once a decision has been made by the Commission, use the principle of “speaking as one voice.”
5. Agree to disagree, move on to the next issue.
6. Come prepared to discuss issues; when possible, ask questions of staff prior to meetings so that staff can be prepared.
7. Praise in public; provide constructive feedback in private.
8. Avoid side conversations as they can be disruptive.
9. Be courteous, honest, and treat each other, staff members, and members of the public appearing before the Commission with respect.
10. Communicate in an open, direct manner.
11. If you have an issue with another Commissioner, direct your concern to that member and not to other Commissioners, staff, or members of the community.
12. Be a positive ambassador for the City.

13. No Commissioner shall use their official position or City-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, postage facilities, long-distance telephone services or any other resources for private purposes, personal advantage, pecuniary gain for such official or for others, or for any political campaign for himself or others.

However, this shall not prohibit:

- (i) a Commissioner from using their official position to promote or encourage economic development and businesses within the City, provided:
 - a. the official, and any person related to the official within the second degree by consanguinity or affinity, does not receive a benefit from such promotion or encouragement, and
 - b. the promotion or encouragement of economic development and businesses is not for the purpose of promoting, and does not promote, other than incidentally, the official or any person related to the official within the second degree by consanguinity or affinity; or
- (ii) a member of the Commission, including the Mayor, and each Commission member, from lending the member's name and official City title in connection with any election ordered by the Town or county on a proposition or measure.

D. City Commission Agenda Procedures

1. Agenda items

- a. The City Manager shall be responsible for the placement of items on the agenda.
- b. Two members of the Commission shall have the right to place an item on the agenda of a duly convened meeting of the Commission and nothing contained in the Charter or these Rules and Procedures shall be construed to limit or circumscribe such right. The request for the agenda item must be in writing, presented to the City Manager no later than noon on Wednesday two weeks prior to the Commission meeting to allow time for appropriate research and preparation of the item. The City Manager or City Secretary shall acknowledge receipt of the request.
- c. An agenda item requested by 2 Commissioners may not be removed from the agenda.
- d. Any Commissioner may request an item on the Consent Agenda be removed and placed for Individual Consideration prior to voting on the Consent Agenda.

2. Parliamentary Procedures

- a. Discussion on agenda items will be initiated following introduction by the Mayor, explanatory comments by staff, and a motion and a second for or against the proposal.
- b. The Mayor will encourage all Commissioners to participate in discussion and debate, ensuring all members have the opportunity to speak, limiting each speaker to ensure the use of time as appropriate.

- c. Robert's Rules of Order will be consulted regarding Parliamentary Procedure. Failure to strictly adhere to Robert's Rules of Order shall not invalidate any vote taken on a matter.
 - d. The City Attorney shall serve as Parliamentarian during meetings of the Commission. In his/her absence the City Secretary shall serve as Parliamentarian.
- 3. Citizen Public Comment Period
 - a. Any citizen requesting to speak during the Citizen Public Comment Period must fill out a Request Card prior to the call of order of the meeting. Each citizen may speak for a maximum of three (3) minutes.
 - b. The Mayor may enforce a three (3) minute speaking rule. The Mayor may also, at his/her discretion, adjust the length of time per speaker. All speakers shall be treated equally.
 - c. Speakers must address their comments to the entire Commission rather than to individual members of the Commission or staff.
 - d. The Mayor may respond to speakers regarding subjects raised during the Public Comment Period by directing them to an appropriate staff member for information following the meeting.
- 4. Public Hearings
 - a. Citizens wishing to speak on an item scheduled for a Public Hearing shall wait until the Mayor has read the item and opened the Public Hearing.
- 5. Minutes
 - a. The City Secretary will take action minutes for all City Commission meetings where official action is taken.
 - b. Minutes for non-action items such as Commissioner Reports, Citizens Public Comments, and Public Hearings shall include the speaker's name and the subject matter.
 - c. Discussion-based agenda items should reflect the topics of discussion only rather than verbatim statements or summarized statements by individual speakers.
 - d. Any questions regarding the minutes shall be directed to the City Secretary prior to the Commission meeting.
- 6. Any Commissioner may ask the Mayor to enforce the rules established by the Commission. Should the Mayor fail to do so, upon a point of order, a majority vote of the Commission may enforce the rules as set forth herein.

E. Commission Training and Professional Development

- 1. In addition to the required open government training, Commissioners are encouraged to attend at least one training event per year, subject to the availability of funds as appropriated in the annual budget for the Mayor and Commissioners.

2. Commissioners are encouraged to select training events from the Texas Municipal League and the North Central Texas Council of Governments.
3. City expenditures for out of state travel may be approved after being placed on an agenda and passed by majority vote of the Commission.

COMMISSION-STAFF RELATIONS

1. The City Manager is the primary link between the Commission and the professional staff. Members of the Commission shall not contact directors, department heads, or individual departments to discuss or inquire about any City-related matter without advance knowledge being provided to the City Manager or the Assistant City Manager. This policy promotes the following important principles: (1) respect for the Council-Manager form of government as authorized in the City Charter; (2) the establishment of a clear chain of command within the organization; (3) assists the City Manager in knowing about problems and concerns from members of the Commission and permits him/her to undertake corrective actions consistent with the overall direction from the Commission; and (4) reinforcing the mutual respect between the members of the Commission and the City Manager.
2. The rules and procedures governing the Commission's right of inquiry shall apply only to the administrative staff reporting directly to the City Manager. It shall not be in any way construed to limit the right of the Commission to directly communicate, in verbal or written form, with the City Manager, City Secretary, City Attorney, and Municipal Judge, unless otherwise specifically provided herein.
3. If the City Manager or staff time is being dominated or misdirected by any Commissioner, Commissioner's requests, or in the event of any conflict arising between staff and the Commission, the City Manager shall:
 - a. Visit with the Commissioner and discuss the problem and/or impact on City Manager or staff time.
 - b. If unresolved, ask the Mayor to arbitrate a resolution to the issue.
 - c. If still unresolved, ask the Mayor to present the concerns to the Commission.
 - d. If the unresolved issue is with the Mayor, the Mayor Pro Tem will be asked to arbitrate a resolution, or report to the Commission if the issue is still unresolved.
4. The City Manager is responsible for the professional and ethical behavior of the City Staff. All staff members shall show each other, the Commission, and the public respect and courtesy at all times.
5. The City Manager is responsible, within the constraints of the appropriated budget, for staff development.

6. The City Manager and City Secretary will, in a timely manner, provide appropriate orientation services for the new Commissioners. Such services shall include, but not be limited to, the following:
 - a. Provide information regarding Texas Municipal League conferences and seminars.
 - b. Conduct individual meeting with new members informing them about City facilities and procedures.
 - c. Provide printed documents and resource materials necessary to support the performance of the office of Commissioner.

MEDIA RELATIONS

It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with print, radio, and television reports without infringing upon the First Amendment rights of the media.

The Commission and the City Manager recognize the important link to the public provided by the media. It is the Commission's desire to strengthen this link by establishing a professional working relationship to maintain a well-informed citizenry.

1. Media Orientation – Since each government body conducts business differently, it is requested that all reporters new to the City Commission meetings meet with the City Manager, Mayor or the designated media relations representative prior to covering their first meeting for information on policies and procedures
2. Conduct in Chambers – Representatives of the media are requested to refrain from conversing privately with others in the audience while the Commission is in session. Interviews with the public should be conducted outside the Commission Chambers while the Commission is in session.
3. Spokesperson for Staff – On administrative and operational matters, the City Manager or his/her designee is the spokesperson to present staff information on the agenda.
4. Spokesperson for City – The Mayor, or the Mayor's designee, is the primary spokesperson for the official position of the city on matters regarding policy decisions and Commission information pertaining to issues on the agenda. Any clarifications requested by the media on the issues should be addressed after the meeting.

CODE OF ETHICS

The office of elected official is one of trust and service to the citizens of Ennis, therefore certain ethical principles shall govern the conduct of Commissioners, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relations
2. Recognize that the primary function of local government is to serve the best interests of all the people
3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Commission
5. Follow the required conflict of interest and disclosure of interest (vendors) required under state law
6. Not seek nor accept gifts or special favors and shall believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest
7. Recognize that public and political decisions are ultimately the responsibility of the City Commission
8. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of Ennis in compliance with the City Charter and Texas Open Meetings Act
9. Avoid inappropriate reference to personalities, and refrain from impugning the integrity or motives of another
10. Demonstrate respect and courtesy to others
11. Refrain from rude and derogatory remarks and shall not belittle staff members, other Commissioners and members of the public
12. Not condone any unethical or illegal activity

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution approving a Lease Agreement between the City of Ennis and the Ennis Economic Development Corporation (EEDC) for the City's occupancy and use of designated portions of the Ennis Welcome Center located at 201 N.W. Main Street, and authorize the City Manager to execute all necessary documents.

Meeting: ENNIS CITY COMMISSION - 16 Dec 2025

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

The City and the Ennis Economic Development Corporation (EEDC) share a close and cooperative relationship in their pursuit of the economic vitality, community growth, and overall quality of life within the City of Ennis. Joint by this common goal, the parties recognize that the co-location of City and EEDC offices, programs, and public resources fosters collaboration, improves accessibility for residents and visitors, and enhances the efficiency of municipal and economic development services.

Following the 2016 purchase of what is now known as the Welcome Center, the EEDC renovated the building to modernize its facilities, improve accessibility, and expand public-facing services. The fully renovated facility is located at 201 NW Main Street, Ennis TX (Ellis County Appraisal District ID 158031), and it serves as a primary point of contact for visitors, potential investors, and residents seeking information about the City of Ennis and its business and community opportunities.

It is important to note that the City contributed financial resources to support the renovation of the Welcome Center in recognition of the distinct public benefit derived from the project, including enhanced visitor services, economic development promotion, and joint usage opportunities for City staff and programs. The City's significant monetary support is acknowledged by the EEDC, and both parties agree that the City's \$3.37 million contribution can provide the City reasonable joint usage of space in the renovated Welcome Center for City-sponsored staff as well as meetings, trainings, events, and public outreach functions, subject to mutual scheduling coordination.

In an effort to memorialize both the monetary support and the parties' desire for a close collaborative relationship, the City and EEDC have drafted a lease agreement for the City Commission's consideration.

ATTACHMENTS:

[EEDC Resolution 2025-EDC-001 Lease Agreement with City](#)
[RESOLUTION NO.-LEASE AGREEMENT BETWEEN THE CITY OF ENNIS AND THE ENNIS ECONOMIC DEVELOPMENT CORPORATION - Pdf](#)

G.2.



RESOLUTION NO. 2025-EDC-001

**A RESOLUTION OF THE ENNIS ECONOMIC DEVELOPMENT CORPORATION (EEDC)
APPROVING A LEASE AGREEMENT WITH THE CITY OF ENNIS FOR THE USE AND
OCCUPANCY OF OFFICE SPACE AT THE EDC-OWNED BUILDING; AUTHORIZING THE
BOARD CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the EEDC is the legal owner of the property known as the Ennis Welcome Center, located at 201 N.W. Main Street, Ennis, Texas, which serves as a primary point of contact for visitors, potential investors, and residents seeking information about the City of Ennis and its business and community opportunities; and

WHEREAS, the City of Ennis ("City") invested no less than \$3.37 million in renovations, improvements, and upgrades to the building, significantly enhancing its functionality, safety, and long-term value via Resolution 18-0619-09; and

WHEREAS, the Parties desire to formalize and memorialize their partnership through a long-term lease agreement that reflects the City's capital investment and the EEDC's ownership interests; and

WHEREAS, the proposed Lease Agreement provides for a thirty (30) year lease term beginning on the 3rd day of December, 2025, and ending on the 2nd day of December, 2055 with the option for two (2) additional consecutive renewal terms, thereby ensuring consistency, operational stability, and shared stewardship of the property; and

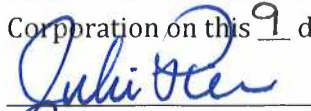
WHEREAS, the Board finds that entering into this agreement supports the EEDC's mission, promotes efficient use of public resources, and maintains the collaborative relationship between the City and the Corporation.

WHEREAS, in recognition of the City's financial participation in the renovation of the Welcome Center and the public benefits derived therefrom, the Parties desire to establish reasonable and clearly defined rights for the City to occupy and utilize portions of the Building, consistent with the terms and limitations set forth in this Lease; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ENNIS ECONOMIC DEVELOPMENT CORPORATION THAT:

1. The Board hereby approves the Lease Agreement between the Ennis Economic Development Corporation and the City of Ennis for the use and occupancy of the EDC-owned building.
2. The Board authorizes the Board Chair to execute the Lease Agreement and all necessary documents on behalf of the Corporation.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the Board of Directors of the Ennis Economic Development Corporation on this 9 day of December 2025.

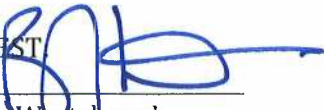


Julie Pierce

Chair

Ennis Economic Development Corporation

Board of Directors

ATTEST 

Brian Wartsbaugh

Secretary

Ennis Economic Development Corporation

Board of Directors

RESOLUTION NO. 18-0619-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH A GENERAL CONTRACTOR FOR CONSTRUCTION OF THE NEW WELCOME CENTER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2015 Comprehensive Plan and 2016 Downtown Master Plan recommend a number of projects that set the conditions for economic revitalization of the Downtown area by incentivizing private investment; and

WHEREAS, the construction of a new Welcome Center will advance the goals and objectives set forth in the Master Plans and is the most efficient means to achieve those goals and objectives; and

WHEREAS, the City of Ennis desires to further the economic development of the City and encourage capital investment within the City; and,

WHEREAS, the City of Ennis wishes to breathe life into the Historic Downtown area to encourage new and expanded business development, create an experiential destination where people of all ages, races and ethnicities, gather, socialize, conduct business, and generally experience a better quality of life;

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

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. The City Manager is authorized to negotiate and execute a contract with a General Contractor to provide services related to the construction of a new Welcome Center. The City Manager is authorized to execute any and all documents required to complete this action.

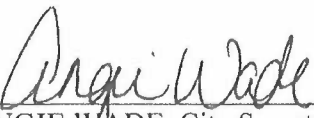
SECTION 3. It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment 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.

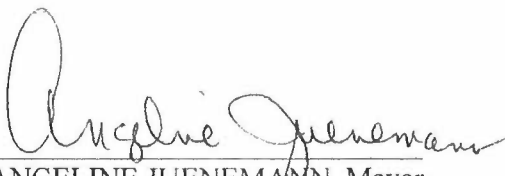
SECTION 4. That this Resolution shall become effective from and after its passage.

**PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS,
TEXAS, on this 19th day of June, 2018.**



ATTEST:


ANGIE WADE, City Secretary
City of Ennis, Texas


ANGELINE JUENEMANN, Mayor
City of Ennis, Texas



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ENNIS AND THE ENNIS ECONOMIC DEVELOPMENT CORPORATION FOR THE CITY'S OCCUPANCY AND USE OF DESIGNATED PORTIONS OF THE ENNIS WELCOME CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis ("City") and the Ennis Economic Development Corporation ("EEDC") share a collaborative commitment to advancing economic vitality, community growth, and overall quality of life within the City of Ennis; and

WHEREAS, the Parties recognize that the co-location of certain City and EEDC offices, programs, and public-facing resources enhances service coordination, improves accessibility for residents and visitors, and strengthens the efficiency of municipal and economic development operations; and

WHEREAS, the EEDC is the legal owner of the property known as the Ennis Welcome Center, located at 201 N.W. Main Street, Ennis, Texas; and

WHEREAS, improvements to the Welcome Center have been supported by contributions from both the EEDC and the City, including the City's investment of approximately \$3.37 million pursuant to Resolution 18-0619 to enhance visitor services, community engagement, and economic development functions; and

WHEREAS, in recognition of the City's financial participation in the renovation of the Welcome Center and the public benefits derived therefrom, the Parties desire to establish clearly defined occupancy and usage rights for the City as set forth in the proposed Lease Agreement; and

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

SECTION 1: The proposed Lease Agreement supports public purposes, including improved service delivery, enhanced public access, and strengthened economic development operations.

SECTION 2:

The City Commission hereby approves the Lease Agreement between the City of Ennis and the Ennis Economic Development Corporation for the City's occupancy and use of designated portions of the Ennis Welcome Center, substantially in the form attached hereto as Exhibit A.

SECTION 3:

The City Manager, or their designee, is hereby authorized to execute the Lease Agreement and any related documents necessary to carry out the terms, intent, and purpose of this Resolution, subject to final review and approval by the City Attorney.

SECTION 4: This Resolution shall take effect immediately from and after its passage and approval.

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

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

EXHIBIT A

STATE OF TEXAS	§	
	§	OFFICE LEASE AGREEMENT
COUNTY OF ELLIS	§	

This Office Lease Agreement ("Lease") is entered into between the Ennis Economic Development Corporation ("Landlord" or "EEDC") and City of Ennis ("City" or "Tenant"). EEDC and City may be referred to herein jointly as the "Parties," and singularly as a "Party."

WHEREAS, the City and the EEDC share a close and cooperative relationship in pursuing the economic vitality, community growth, and overall quality of life within the City of Ennis; and

WHEREAS, the Parties recognize that the co-location of City and EEDC offices, programs, and public resources fosters collaboration, improves accessibility for residents and visitors, and enhances the efficiency of municipal and economic development services; and

WHEREAS, the EEDC is the legal owner of the property known as the Ennis Welcome Center, located at 201 N.W. Main Street, Ennis, Texas, which serves as a primary point of contact for visitors, potential investors, and residents seeking information about the City of Ennis and its business and community opportunities; and

WHEREAS, the EEDC remodeled and renovated the Welcome Center to modernize its facilities, improve accessibility, and expand public-facing services; and

WHEREAS, via Resolution 18-0619-09, the City contributed no less than \$3.37 million to support the remodel and renovation of the Welcome Center, in recognition of the public benefit derived from the project, including enhanced visitor services, economic development promotion, and joint usage opportunities for City staff and programs; and

WHEREAS, in recognition of the City's financial participation in the renovation of the Welcome Center and the public benefits derived therefrom, the Parties desire to establish reasonable and clearly defined rights for the City to occupy and utilize portions of the Welcome Center, consistent with the terms and limitations set forth in this Lease; and

WHEREAS, the EEDC acknowledges and agrees that the City's financial contribution entitles the City to reasonable space occupancy and usage rights of the Welcome Center for City offices, City-sponsored meetings, trainings, events, and public outreach functions, all as set forth in this Lease and subject to mutually established scheduling coordination; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, the Parties agree as follows:

I. PREMISES

1.01 Description. While reserving no less than six (6) offices spaces specifically for use by the EEDC and the conduct of Economic Development activities, the EEDC hereby leases to the City approximately 2,000 square feet of office space, located Ennis Welcome Center, as

detailed in Exhibit "A" and located at 201 N.W. Main Street, Ennis, Texas, Ellis County Appraisal District ID 158031 (the "Premises"). The Premises are referred to in this Lease as the "Premises" or the "Leased Premises."

1.02 The areas of the building located at 201 N.W. Main Street, Ennis, Texas other than the Premises are referred to as the "Building." Tenant shall further have use of the common areas of the Building as necessary for Tenant to perform its operations; conduct City-sponsored meetings, community engagement activities, training sessions, and similar municipal functions; and at all times as reasonably necessary for Tenant and its members to conduct its business.

1.03 Tenant's Use of Building Non-Exclusive. Tenant's use of the designated Building space and shared meeting space during the term of the Lease is non-exclusive, as Lessor shall have non-exclusive use of the Building. The City and EEDC shall coordinate a scheduling protocol to ensure efficient and fair use of shared spaces, with priority given to events that advance community growth or economic development objectives.

1.04 The Parties agree to collaborate in promoting the Welcome Center as a shared community resource reflective of the collaboration between the City and the EEDC.

II. TERM OF LEASE

2.01 Term: The term of this Lease is for thirty (30) years, beginning on the 3rd day of December, 2025, and ending on the 2nd day of December, 2055, as provided in this Lease ("Lease Term"). The Tenant at its sole discretion, may renew the Lease for two (2) successive 30-year terms with the same terms and conditions; such renewal shall occur upon written notice from the City to EEDC at least 30 days before the end of the term.

2.02 Termination: Tenant may terminate this Lease, with or without cause, during the Lease Term or any extension thereof upon one hundred eighty (180) days prior written notice thereof.

2.03 Holdover: If Tenant holds over and continues in possession of the Premises after the Lease Term (or any extension of it) expires, Tenant will be considered to be occupying the Premises at will or on a month-to-month tenancy, subject to all of the terms of this Lease. If Tenant holds over, the holdover rent shall be \$250 per month for each month or partial month of the holdover period. There shall be no proration of holdover rent.

III. RENT

3.01 The Parties consider the \$3.37 million contribution of the City to support the remodel and renovation of the Welcome Center as pre-payment of the rent for the Lease Term and the two (2) extension periods.

IV. USE OF PREMISES

4.01 Permitted Use: Tenant will use the Premises and Building only for the purpose of

office, event, and administrative space for the Tenant to provide services to the residents of Ennis, Texas; to conduct Tenant's mission; and ancillary purposes.

4.02 Compliance with Laws:

(a) Tenant may not use, or permit using, the Premises or Building in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises and Building, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq., (3) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.; (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.*

4.03 Condition of Premises, Tenant Finish-Out: Tenant acknowledges and agrees and does hereby accept the Premises and Building AS IS with all faults.

V. MAINTENANCE AND SURRENDER

Maintenance and Surrender by Tenant: Landlord will maintain the Premises and the Building in as good a state of repair and condition as they existed on the first day of the Lease Term, except for reasonable wear and tear and damage by fire, tornado, or other casualty.

VI. UTILITIES AND TAXES

Utilities and Taxes on Tenant's Property: Tenant shall pay or cause to be paid all charges for water, heat, gas, and electricity (collectively referred to as "Utilities"), and all other Utilities used on the Premises and in the Building throughout the Term, including any connection fees.

VII. FURNITURE, ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

7.01 Consent of Landlord: Tenant may not make any alterations, additions, or improvements to the Premises or the Building without Landlord's prior written consent, which shall not be unreasonably denied or delayed. Any alterations affecting the original layout within the Premises, as shown in Exhibit "A," will be coordinated among the Parties, and potential cost-sharing thereof may be negotiated and memorialized.

7.02 Property of Landlord: All alterations, additions, or improvements made by

Tenant will become Landlord's property when this Lease terminates.

7.03 **Trade Fixtures:** Tenant has the right at all times to erect or install furniture and fixtures in the Premise, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this Lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this Lease terminates, Tenant must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Tenant when this Lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

7.04 The Parties acknowledge that the Premises are furnished with office furniture, fixtures, and equipment provided by the EEDC. Tenant may utilize such items throughout the Term in support of its operational needs; however, the EEDC retains the right to access, use, relocate, or repurpose any EEDC-owned furniture, fixtures, or equipment at any time, provided that such actions do not unreasonably interfere with Tenant's daily operations.

These items shall remain the property of the EEDC, and Tenant agrees to exercise reasonable care in their use. Any proposed relocation, replacement, removal, or disposal of EEDC-owned furniture or equipment shall be subject to mutual agreement.

At the conclusion of the Lease, all such furniture, fixtures, and equipment shall remain with the Premises unless otherwise agreed in writing.

VIII. DAMAGE OR DESTRUCTION

8.01 **Notice to Landlord:** If the Premises or any structures or improvements on the Premises are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

8.02 **Total Destruction:** If the Premises are totally destroyed by fire, tornado, or other casualty this Lease will terminate. The Landlord in its sole discretion may elect to restore the Premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored.

8.03 **Partial Destruction:** If the Premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days or the damage exceeds the Landlord's insurance recovery, or the Landlord elects not to restore the Premises, this Lease will terminate.

IX. INSPECTION BY LANDLORD

Landlord and its officers, agents, employees, and representatives may enter any part of the

Premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this Lease.

X. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Tenant: Tenant may not assign this Lease, or any interest in it, nor sublet the Premises, or any part of them without prior written consent of Landlord.

XI. DEFAULT

11.01 **Tenant's Default:** The following events are considered events of default by Tenant under this Lease:

(a) Tenant fails to comply with any term or covenant of this Lease and does not cure the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in default if Tenant is proceeding to cure the failure and Tenant continues in good faith to cure such failure.

(b) Tenant makes an assignment for the benefit of creditors.

11.02 **Landlord's Remedies:** In the event of any default specified in §11.01, and Tenant's failure to cure after written notice, Landlord may terminate this Lease.

11.03 **Cumulative Remedies:** Landlord's or Tenant's pursuing any remedy provided in this Lease will not preclude pursuing any other remedy provided in this Lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either Party by reason of violating any term or covenant of this Lease. Nor will Landlord's pursuing any remedies provided in this Lease constitute a waiver or forfeiture of any rent due under this Lease.

11.04 **Waiver of Default:** Either Party's waiving any default or violation or breach of any term or covenant of this Lease does not waive any other violation or breach of any term or covenant of this Lease. Nor does either Party's forbearing to enforce one or more of the remedies provided in this Lease or by law on a default waiver the default. Landlord's accepting rent following default under this Lease does not waive the default.

XII. MISCELLANEOUS

12.01 **Notices and Addresses:** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

If to Landlord:

Ennis Economic Development Corporation
c/o Chairperson
201 N.W. Main Street
Ennis, Texas 75119

If to Tenant:
City of Ennis
Attn: City Manager
P.O. Box 220
Ennis, Texas 75120

Notices are effective when received. Either Party may change the address to which notices are to be sent by sending written notice of the new address or number to the other Party in accordance with the terms of this section.

12.02 **Parties Bound:** This Lease binds, and inures to the benefit of, the Parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this Lease permits.

12.03 **Texas Law to Apply:** This Lease is to be construed under Texas law without regard to conflict of laws provisions, and all obligations of the Parties created by this Lease are performable in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of a court of competent jurisdiction in Ellis County, Texas.

12.04 **Legal Construction:** If anyone or more of the provisions in this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

12.05 **Prior Agreements Superseded:** This Lease constitutes the Parties' sole agreement and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter.

12.06 **Amendment:** No amendment, modification, or alteration of the terms of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the Parties.

12.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this Lease are cumulative, and either Party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.

The undersigned Landlord and Tenant execute this Lease on the ____ day of _____, 2025.

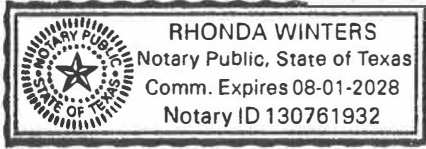
Landlord:

By: *Julie Pierce*
Ennis Economic Development Corporation
Julie Pierce
President

LESSOR ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY ELLIS §

This instrument was acknowledged before me on the 9 day of September, 2025, by Julie Pierce, President of the Ennis Economic Development Corporation.



Rhonda Winters
Notary Public, State of Texas
My Commission expires: 8/1/2028

Tenant:

By: _____
City of Ennis
Kameron Raburn
Mayor

LESSEE ACKNOWLEDGMENT

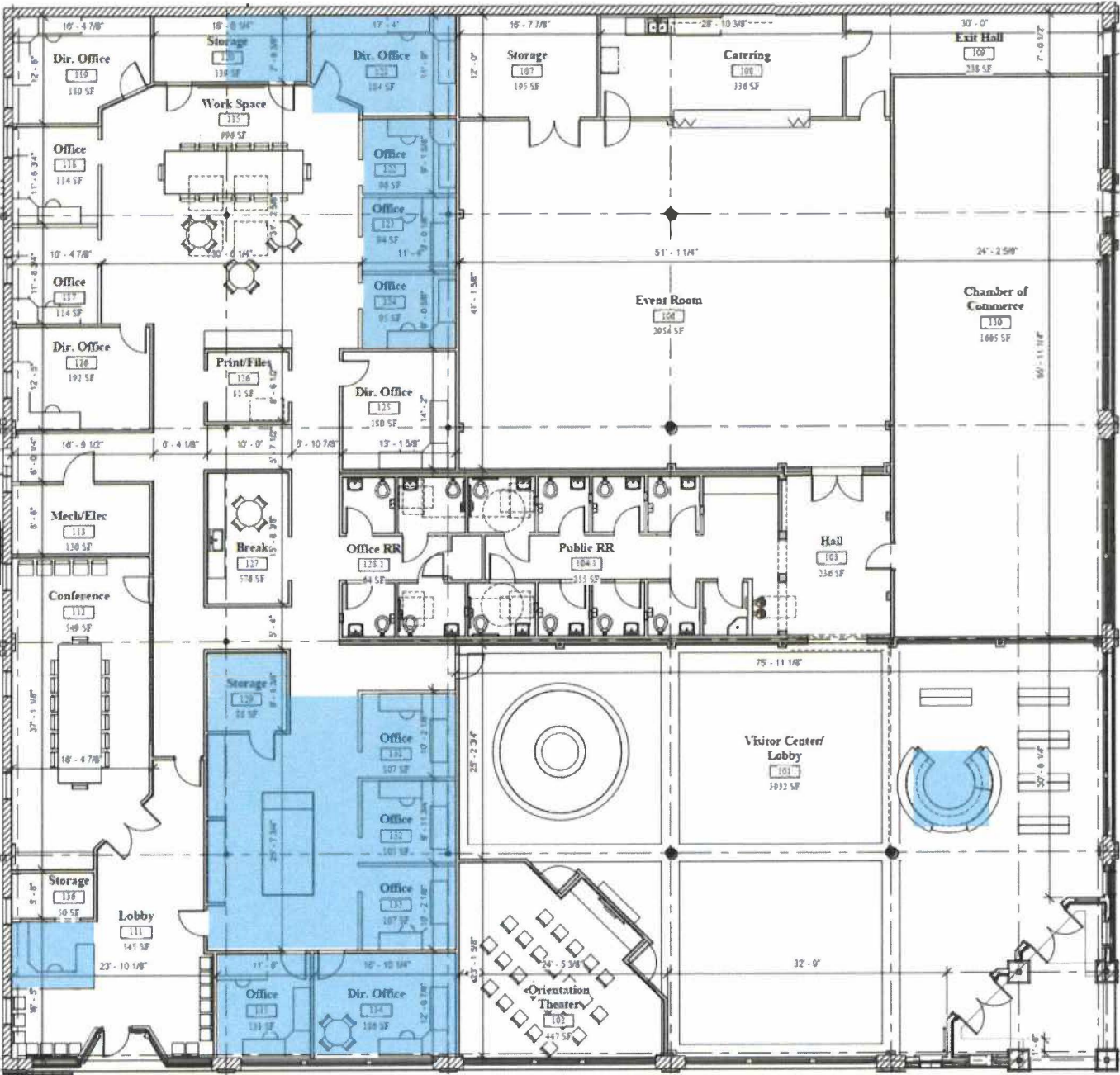
STATE OF TEXAS §
 §
COUNTY ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Kameron Raburn, Mayor, City of Ennis, a Texas municipal corporation and home rule city of the state of Texas, situated in Ellis County, Texas..

Notary Public, State of Texas
My Commission expires: _____

AFTER RECORDING RETURN TO:
City of Ennis
Attn: City Secretary
P.O. Box 220
Ennis, Texas 75120

Exhibit A



Shaded Areas Indicate Anticipated City Use

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution approving an Interlocal Agreement with Trinity River Authority on a County-Wide Water Resource Study in an amount not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00), and authorizing the Mayor or designee to execute any documents in connection therewith.

Meeting: ENNIS CITY COMMISSION - 16 Dec 2025

Department: Utility Operations

Staff Contact: Douglas Taylor, Utility Operations Director

BACKGROUND INFORMATION:

City staff is proposing an Interlocal Agreement between the Trinity River Authority of Texas (TRA), the City of Ennis, as well as the Cities of Italy, Midlothian, and Waxahachie; Water Supply Corporations of Rice and Sardis-Lone Elm, Ellis County, Texas; Special Utility Districts of Buena Vista-Bethel, Johnson County, Mountain Peak, and Rockett; and Tarrant Regional Water District to conduct the Ellis County Regional Water Supply Study.

The study's focus is on providing treated water to Ellis County. TRA is serving as the lead agency to conduct a study evaluating the feasibility of a regional water treatment and supply system to meet current and anticipated future wholesale water needs in an area of rapid growth. Each of the study partners agreed to contribute funding toward the cost of a feasibility study to evaluate the viability of building a new wholesale regional water treatment plant or plants. The study will determine the project concept, needs, and benefits of building a new facility or facilities. The regional water supply system would provide wholesale treated water to the retail and municipal water utility providers that service Ellis County and fringe areas within Johnson County, ensuring water needs are met during times of severe drought, as well as providing an additional source of treated water to suppliers relying on a sole source for their water supply.

This study does not guarantee a volume amount or location of appurtenances related to source water; however, it does allow for the City of Ennis to partner with cities and agencies in the area to plan for our future water demand. Participation in the joint study will serve to integrate Ennis' projected water consumption into regionwide planning and design, so that when our community needs additional sources of water in the future, the City of Ennis will not be limited by the capacity of currently installed infrastructure.

The City of Ennis desires to be included as an additional study partner. The governing bodies of the Parties believe that this Agreement is necessary for the public benefit and that each party has the legal authority to perform the governmental functions described in this Agreement. Entering into this Interlocal Agreement, the City authorizes TRA to conduct the project, and the City agrees to share a portion of the estimated \$300,000.00 cost, not to exceed a maximum City contribution of \$25,000.00.

G.3.

Any excess funds at the conclusion of the project shall be refunded to the City according to the proportion of funds provided.

FINANCIAL IMPACT:

Funding for the resource study is included in the Utility Operations Contract Services Fund (302-417-44043), with payments to be made in accordance with Exhibit A.

POLICY IMPLICATIONS:

Exceptional Public Service - Invest in resilient infrastructure and the provision of vital public services.

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

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement with TRA.

ATTACHMENTS:

[RESOLUTION NO.-Interlocal Agreement with Trinity River Authority on County-Wide Water Resource Study - Pdf](#)



RESOLUTION NO.

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH TRINITY RIVER AUTHORITY ON A COUNTY-WIDE WATER RESOURCE STUDY IN AN AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), AND AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS, the total combined amount of funding to be contributed to the feasibility study by the Parties and fairly allocated between the Parties is \$300,000, with the cost evenly allocated between the Parties; and

WHEREAS, this Agreement is to facilitate a study to evaluate the feasibility of a regional water supply system to meet current and anticipated future treated wholesale water needs in Ellis County as proposed in Exhibit A.

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 City of Ennis to proceed with the Interlocal Agreement with Trinity River Authority on the County-Wide Water Resource Study.

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

G.3.

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 16th day of December 2025.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

EXHIBIT A

INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF ENNIS AND
THE TRINITY RIVER AUTHORITY OF TEXAS
FOR THE ELLIS COUNTY REGIONAL WATER SUPPLY STUDY

STATE OF TEXAS	§
	§
COUNTY OF TARRANT	§

This Interlocal Agreement (Agreement) is made and entered into as of _____, 2026, by and between the Trinity River Authority of Texas, a conservation and reclamation district of the State of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018 (Authority), and the City of Ennis, a municipal corporation of the State of Texas (City). The Authority and City are singularly and collectively referred to as "Party" and "Parties" respectively.

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS on June 25, 2025, Authority's Board of Directors approved an Interlocal Agreement with the Cities of Italy, Midlothian, and Waxahachie; Water Supply Corporations of Rice and Sardis-Lone Elm, Ellis County, Texas; Special Utility Districts of Buena Vista-Bethel, Johnson County, Mountain Peak, and Rockett; and Tarrant Regional Water District to conduct the Ellis County Regional Water Supply Study (the aforementioned individuals are herein referred to as the "Study Partners"); and

WHEREAS, the Study Partners agreed to work together on the following described project for the benefit of providing treated water to Ellis County. The Authority is serving as the lead agency to conduct the study to evaluate the feasibility of a regional water treatment and supply system to meet current and anticipated future wholesale water needs in an area of high growth. Each of the Study Partners agreed to contribute funding toward the cost of a feasibility study; and

WHEREAS, the feasibility study will evaluate the feasibility of building a new wholesale regional water treatment plant or plants. It will determine the project concept, needs, and benefits of building a new facility or facilities. The regional water supply system would provide wholesale treated water to the retail and municipal water utility providers that service within Ellis County and fringe areas within Johnson County, ensuring water needs are met during times of severe drought, as well as provide an additional source of treated water to suppliers relying on a sole source for their water supply; and

WHEREAS, the regional water treatment plant or plants will provide water supply within Ellis County and fringe areas within Johnson County in the most efficient manner possible; and

WHEREAS, the Authority will administer this Agreement by entering into a contract with a qualified consultant to perform the feasibility study as detailed herein this Agreement; and

WHEREAS, the total combined amount of funding to be contributed to the feasibility

study by the Study Partners is \$300,000, with the cost evenly allocated between the Study Partners; and

WHEREAS, the City of Ennis desires to be included as an additional study partner; and

WHEREAS, the Authority desires to obtain engineering services in connection with the Project; and

WHEREAS, it is deemed to be in the best interest of the Parties that said Parties enter into a mutually satisfactory agreement to conduct the Ellis County Regional Water Supply Study (Project); and

WHEREAS, the governing bodies of the Parties believe that this Agreement is necessary for the benefit of the public, and that each party has the legal authority to provide governmental function as described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, the Parties agree as follows:

ARTICLE I

TERMS OF AGREEMENT

- (A) No separate legal or administrative entity is created by this Agreement.
- (B) Each Party shall be responsible for reporting to their respective governing body.
- (C) Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.
- (D) No separate budget or financing method is created by this Agreement.
- (E) Parties acknowledge that each Party has reviewed and revised this Agreement and agree to interpret any ambiguities or unclear language fairly without favor to any one Party.
- (F) This Agreement shall inure only to the benefit of the Parties hereto and third persons that are not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each Party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.
- (G) This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee, borrowed servant or joint enterprise relationship by and among the Parties.

ARTICLE II

FINANCIAL OBLIGATIONS

- (A) The City authorizes the Authority to conduct the Project. City agrees to share a portion of the cost in the following amount. Any excess funds at the conclusion of the Project shall be refunded to the City according to the proportion of funds provided, as follows.

Participating Entity	Maximum Contribution
City of Ennis	\$ 25,000

- (B) The cost sharing limitations set forth in this article shall not be exceeded without the written authorization of City.
- (C) The Authority shall either invoice City for the full amount upon execution or in monthly installments over the term of this Agreement. City shall pay their established share within 30 days of invoice.
- (D) The Authority shall be responsible for making payments to any Project consultants.
- (E) The Authority shall never have the right to demand payment by City of any obligations assumed by it or imposed on it under and by virtue of this Agreement from funds raised or to be raised by taxes, and the obligations under this Agreement shall never be construed to be a debt of such kind as to require City to levy and collect a tax to discharge such obligation.
- (F) City hereto shall make payments called for hereunder only from current revenues legally available to each Party.
- (G) City will receive a copy of the final version of the water supply study.

ARTICLE III

NOTICES

All notices or communications provided for herein shall be delivered to each Party or, if mailed, shall be sent to Parties at their respective addresses. For the purpose of notices, the addresses of the Parties, until changed by written notice, shall be as follows:

City:

City of Ennis
115 W. Brown St.
Ennis, Texas 75120

Attention: Douglas Taylor
Director of Public Works

Authority:

Trinity River Authority of Texas
P.O. Box 60
Arlington, Texas 76004

Attention: Matthew Jalbert
Executive Manager, Northern Region

ARTICLE IV

DEFAULT

In the event that either the City or the Authority shall breach or fail to perform any of the provisions of this Agreement, the aggrieved Party shall promptly notify the other Party of the breach or failure to perform ("Default Notice"). In the event such breach or failure to perform is not cured within 30 days after the receipt of such notice, the Party sending the notice, at its discretion, may notify the other Party of its intention to declare this Agreement terminated. Upon receipt of such notice the violating Party shall have 30 days to cure such violation or if the violation cannot reasonably be cured in 30 days, such longer time as is reasonably required not to exceed 90 days if within 15 days of receiving the notice the defaulting Party commences to cure the default and thereafter continuously and diligently pursues the cure prior to final action by the other Party declaring this Agreement terminated.

No failure on the part of either Party to this Agreement to require the performance by the other Party of any provision of this Agreement shall in any way affect either Party's right to enforce such provision, nor shall any waiver by either Party be held to be a waiver of any other provision. No rights under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written amendment executed by the Parties.

ARTICLE V

CAPTION

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

ARTICLE VI

IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

INDEMNIFICATION

To the extent allowed by law and subject to and without waiving any defenses or immunities under Texas law, the Authority and City do hereby release, indemnify, and hold each other and their respective officials, agents, and employees, in both their public and private capacities, harmless from any and all liability, claims, costs and expenses arising out of the performance of this Agreement due to their own respective negligence or that of their officials, officers or employees.

ARTICLE VIII

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Agreement are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE IX

GOVERNING LAW

The validity of the Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE X

ASSIGNMENT

The Parties understand and agree that this Agreement may not be assigned without the express written consent of other Party except to a successor entity created by law to take over substantially all of the functions for which a Party now has responsibility.

ARTICLE XI

PLACE OF PERFORMANCE

All amounts due under this Agreement, including damages for its breach, shall be paid in Tarrant County, Texas, said Tarrant County, Texas, being the place of performance as agreed to by the Parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Tarrant County, Texas.

ARTICLE XII

FORCE MAJEURE

In the event that the performance by the Parties hereto of any of the Parties' obligations or undertakings hereunder shall be interrupted or delayed by an occurrence beyond the

reasonable control of that Party (the "Affected Party") and not occasioned by the conduct of or the failure to take action by either Party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct or the act or conduct of any person or persons not party or privy hereto ("Force Majeure Event"), then the Parties shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Notwithstanding the preceding sentence, economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic will not be a Force Majeure Event. Additionally, the Affected Party:

- (A) shall give prompt notice to the other Party of any Force Majeure Event;
- (B) use its best efforts to mitigate the effects of such Force Majeure Event as promptly as reasonably practicable;
- (C) furnish weekly reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of the Force Majeure Event; and
- (D) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the Force Majeure Event is remedied or ceases to exist.

ARTICLE XIII

STATE OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction. Nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction, and each Party agrees to make a good faith effort to support such proposed laws and regulations which would be consonant with the performance of this Agreement in accordance with its terms.

ARTICLE XIV

REMEDIES

All remedies provided for in this Agreement are in addition to, not in substitution of, all remedies of the Parties at law or in equity. All remedies are intended to be cumulative, and a Party to this Agreement may pursue the remedies provided for in this Agreement and all remedies at law or in equity at the same time.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement contains all the terms, commitments, and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall become effective on the day and year first written above (the “Effective Date”) and shall continue in force and effect until the completion of the obligations under Articles I and II.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original and as of the day and date written above.

[SIGNATURES ON THE FOLLOWING PAGES]

CITY OF ENNIS, TEXAS

TRINITY RIVER AUTHORITY OF TEXAS

KAMERON RABURN
Mayor, City of Ennis

J. KEVIN WARD
General Manager

ATTEST:

ATTEST:

ANGIE WADE
City Secretary, City of Ennis

ALEXIS S. LONG
Secretary, Board of Directors

APPROVED BY ENNIS CITY COUNCIL:

APPROVED BY AUTHORITY BOARD:

Date

Date

(CITY’S SEAL)

(AUTHORITY’S SEAL)

APPROVED AS TO FORM AND
LEGALITY:

ALEXIS S. LONG
General Counsel