



**ENNIS CITY COMMISSION AGENDA
TUESDAY, JUNE 16, 2026
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.

As authorized by Texas Government Code Section 551.007 - the governing body shall allow any member of the public who wishes to speak on an agenda item at an open meeting to address the body regarding that item before or during the consideration of the item.

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

A. CALL TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

B. TAXPAYER IMPACT STATEMENT

Regarding item no. G.2. below, the City provides the following information in compliance with the Texas Government Code Section 551.043(c): (i) a copy of the City's proposed budget may be located on the City's home page of its website and at <https://www.ennistx.gov/media/Finance/FY%202026%20Adopted%20Budget%20Final.pdf> and (ii) Taxpayer Impact Statement – For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year ("FY"), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

Median-Valued Homestead Property of:	Property Tax Bill in Dollars
\$ <u>258,491</u> for FY2025	\$ <u>1,716.38</u>
Estimate if proposed budget is adopted for FY2026	\$ <u>1,759.57</u>
Estimate if budget is funded and adopted at the no-new-revenue rate for FY2026	\$ <u>1,651.41</u>

C. PRESENTATIONS

C.1. City of Ennis Employee of the Month

- Irma Guanajuato, Administrative Assistant/Court Clerk

C.2. City of Ennis Retiree Recognition

- Angie Wade, City Secretary
- Judy Rejcek, Executive Assistant to the City Manager

C.3. City of Ennis New Employee Recognition

C.4. Masonic Lodge Proclamation

D. 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.

E. 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.

F. CONSENT ITEMS

F.1. Approval of the May 19, 2026, Ennis City Commission Regular Meeting Minutes.

[CC Minutes - May 19, 2026 Regular Meeting](#)

F.2. Consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an Economic Development Agreement Pursuant to Chapter 380, Texas Local Government Code, By and Between the City of Ennis, Texas and the Rotary Club of Ennis; and authorizing the City Manager to carry out the responsibilities set forth in the Agreement.

[Chapter 380 Agreement - Rotary Club](#)

F.3. Consider approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a Memorandum of Understanding with Unity in the Community of Ennis for sponsorship of the Juneteenth Parade and Festival, Blues on Main Festival, and Health Fair.

[Unity in the Community - MOU](#)

F.4. Approval of a Resolution of the City Commission of the City of Ennis, Texas, accepting the easement agreement by Adolph F. Novy granting the City of Ennis a 0.0052-acre tract for a utility easement, authorizing the Mayor to execute the easement agreement, and authorizing the City Manager or designee to execute any documents in connection therewith.

[Utility Easement near 111 E. Lampasas St.](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

G.1. Discuss and consider all matters incident and related to approving and authorizing publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, including the adoption of a Resolution pertaining thereto.

[Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation](#)

G.2. Discuss and consider an Ordinance of the City Commission of the City of Ennis, Texas, amending the FY 2026 Budget to provide a supplemental appropriation in Sanitation Fund for activities related to the closure of FM 85 Landfill in the amount of \$85,000.00.

[Sanitation FY2026 Budget Amendment](#)

- G.3. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a contract with Solutient GeoSciences, Inc., for professional geoscientist services related to the Final Closure and Permit Revocation for the Inactive FM 85 Landfill in a sum not to exceed Eighty-Four Thousand Six Hundred Thirty-Seven Dollars and Zero Cents (\$84,637.00) plus allowable contingencies.

[FY2026 Closed Landfill Activities MSW-947A - Ennis LF 04-21-26](#)

- G.4. Discuss and reconsider Resolution No. 26-0519-F5 awarding a contract with Boardwalk Paving and Construction, LLC for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive and reject all bids for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive so that the City may bid a contract that includes geotechnical work in association with this project.

[Reconsideration of Resolution No. 26-0519-F5](#)

- G.5. Discuss and consider a Resolution of Support of the City Commission of the City of Ennis, Texas, authorizing the submission of one or more eligible census tracts within the City of Ennis for consideration under the State of Texas Opportunity Zone 2.0 designation process, and authorizing staff to prepare and submit the required nomination materials to the Office of the Governor.

[State of Texas Opportunity Zone 2.0 Designation](#)

- G.6. Discuss and consider appointing a City Commissioner to serve as liaison to the Historic Landmark Commission.

[City Commission Liaison to HLC](#)

- G.7. Discuss and consider an appointment to the Historic Landmark Commission.

[HLC Appointment](#)

- G.8. Discuss and consider appointments to the Zoning Board of Adjustment.

[ZBA Appointments](#)

- G.9. Discuss and consider appointments to the Crime Control and Prevention District Board.

[CCPD Appointments](#)

- G.10. Discuss and consider appointing Commissioner Polk to the Kaufman Development District Board.

[KDD Appointment](#)

- G.11. Discuss and consider appointments to the Keep Ennis Beautiful Board.

[KEB Appointments](#)

- G.12. Discuss and consider reappointments to the Airport Advisory Board.

[AAB Reappointments](#)

H. EXECUTIVE SESSION

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

- H.1. Section 551.074 - Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- *City Manager Performance Review*
- *City Secretary*

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

- *Project Buster*
- *Project Soprema*
- *Project Shelter*

H.3. Section 551.072 - Deliberation regarding the purchase, exchange, lease, or value of real property

- *Public Works Facility*
- *(Former) City Hall Facility*
- *Health Department Facility*

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, June 10, 2026, 6:00 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 May 19, 2026, Ennis City Commission Regular Meeting Minutes.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

The minutes for the May 19, 2026, Ennis City Commission Regular Meeting are submitted for the City Commission's review and approval. The minutes are intended to serve as the official record of actions taken during the meeting.

Per the City Commission Rules and Procedures, Section D.5(d), any questions regarding the minutes should be directed to the City Secretary prior to the Commission meeting to allow adequate time for review and consideration. Upon approval by the City Commission, the minutes will become part of the City's permanent official records.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[CC Regular Meeting Minutes - 05-19-2026](#)

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, MAY 19, 2026

A. CALL TO ORDER

Mayor Pro Tem Espedal called a Regular Meeting of the Ennis City Commission to order on Tuesday, May 19, 2026, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St., Ennis, Texas 75119.

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

Mayor Isbell	Absent	Commissioner Hejny	Present
Mayor Pro Tem Espedal	Present	Commissioner Polk	Present
Commissioner Falkenbach	Present	Commissioner Pierce	Present
Commissioner Jones	Present		

The invocation was given by Fire Chief Bill Evans.

The Pledge of Allegiance was led by Mayor Pro Tem Espedal.

B. TAXPAYER IMPACT STATEMENT

Regarding item no. G.9. below, the City provides the following information in compliance with the Texas Government Code Section 551.043(c): (i) a copy of the City’s proposed budget may be located on the City’s home page of its website and at <https://www.ennistx.gov/media/Finance/FY%202026%20Adopted%20Budget%20Final.pdf> and (ii) Taxpayer Impact Statement – For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year (“FY”), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

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Estimate if budget is funded and adopted at the no-new-revenue rate for FY2026	\$ 1,651.41

Mayor Pro Tem Espedal announced that the Taxpayer Impact Statement pertains to item G.9.

C. PRESENTATIONS

C.1. City of Ennis Employee of the Month

- **Katrinia Roberson, Senior Purchasing Manager**

City Manager Andrea Weckmueller-Behringer announced the City of Ennis Employee of the Month, Katrinia Roberson, Senior Purchasing Manager. Mayor Pro Tem Espedal presented Ms. Roberson with a certificate.

C.2. City of Ennis Retiree Recognition

- **Paul Asby, Police Sergeant**

City Manager Weckmueller-Behringer announced the retirement of Paul Asby, Police Sergeant, and thanked him for his service to the City of Ennis. Mayor Pro Tem Espedal presented Police Sergeant Asby with a retirement plaque.

C.3. City of Ennis New Employee Recognition

City Manager Weckmueller-Behringer announced City of Ennis new employees Juan “Chris” Cruz, Water Treatment Plant Superintendent, and Miguel Hernandez, Utilities Maintenance Worker.

C.4. Fiscal Year 2026 2nd Quarter Investment Report

Mayor Pro Tem Espedal read the item. Finance Director Stanley Muli presented the FY2026 2nd Quarter Investment Report and provided an overview of the City’s investment portfolio, investment activity, and quarterly investment performance for the quarter ended March 31, 2026. Mr. Muli reported that the City’s total investment portfolio balance was \$23,185,007 and reviewed the composition of the City’s investments, including savings accounts, TexPool accounts, and certificates of deposit.

C.5. Presentation by Samco Capital Markets, the City of Ennis’ Financial Advisor, regarding funding of the City’s Capital Improvement Program and regarding authorizing staff and consultant to proceed with the potential Issuance of Certificates of Obligation and other matters related thereto.

Mayor Pro Tem Espedal read the item. Mark McLiney with Samco Capital Markets, presented information regarding funding for the City’s Capital Improvement Program and the potential issuance of Certificates of Obligation. Mr. McLiney reviewed the City’s long-term financing plan established in 2020 to fund capital projects through debt issuances approximately every two years without increasing the City’s I&S tax rate. He reviewed previous CO issuances from 2020, 2022, and 2024, current debt service, and a proposed financing plan that could include approximately \$5 million this year and up to \$25 million next year while maintaining the current I&S tax rate of \$0.2478. Mr. McLiney reviewed the proposed timeline and noted that the item will return to the City Commission for consideration at the June 16, 2026, meeting.

D. CITIZENS PUBLIC COMMENT PERIOD

No one spoke.

E. COMMISSIONER UPDATES

Commissioner Falkenbach and Mayor Pro Tem Espedal congratulated the High School boy’s baseball team on their post-season accomplishments.

Commissioner Falkenbach extended her condolences to the Zmolik family on the loss of their matriarch.

Commissioner Jones extended his condolences to the family of Touncy Hart, a member of the Ennis Police Department for 25 years, who recently passed.

Mayor Pro Tem Espedal announced that this weekend is the 60th annual National Polka Festival.

Commissioner Hejny announced that Thursday the Czech delegation and Ellis County will be meeting to sign a Sister County/Sister Region agreement, and the Czech delegation will have a meeting in Ennis later that afternoon. Commissioner Hejny welcomed the Czech delegation to Ennis for the National Polka Festival weekend.

Commissioner Pierce celebrated City Manager Andrea Weckmueller-Behringer’s one-year anniversary with the City of Ennis.

Commissioner Jones thanked Assistant City Manager Daniel Ortiz-Hernandez for his service to the City.

F. CONSENT ITEMS

F.1. Approval of the April 16, 2026, Ennis City Commission Special Meeting Minutes.

F.2. Approval of the April 21, 2026, Ennis City Commission Regular Meeting Minutes.

F.3. Approval of the May 12, 2026, Ennis City Commission Special Meeting Minutes.

F.4. Approval of a Resolution authorizing the Mayor to execute the First Amended and Restated Special Response Team Interlocal Agreement between Ellis County and the City of Ennis to include participation of the Ennis Fire Department.

F.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive in a sum not to exceed Fifty-Eight Thousand Three Hundred Sixty-Four Dollars and Zero Cents (\$58,364.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

Mayor Pro Tem Espedal read the consent agenda and pulled items F.4. and F.5. for individual discussion and consideration. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve consent agenda items F.1. – F.3.

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

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

F.4. Approval of a Resolution authorizing the Mayor to execute the First Amended and Restated Special Response Team Interlocal Agreement between Ellis County and the City of Ennis to include participation of the Ennis Fire Department.

Mayor Pro Tem Espedal read the item. Fire Chief Bill Evans addressed the Commission and clarified that this item is a follow-up to the initial agreement and will now include EMS service provided by the Ennis Fire Department. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve the First Amended and Restated Special Response Team Interlocal Agreement between Ellis County and the City of Ennis.

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

F.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive in a sum not to exceed Fifty-Eight Thousand Three Hundred Sixty-Four Dollars and Zero Cents (\$58,364.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

Mayor Pro Tem Espedal read the item. Public Works Director Doug Taylor addressed the Commission and stated that Woodcrest is deteriorated, caused primarily by old age and heavy equipment. Eight locations will be repaired. Commissioner Hejny made a motion, seconded by Commissioner Jones, to approve the contract with Boardwalk Paving and Construction.

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

G.1. Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Mayor Pro Tem Espedal read the item. Community Health and Development Director Kevin

Howard presented the zoning change request. Mayor Pro Tem Espedal opened the public hearing at 7:01 P.M. Doug Stoakes, 304 Liska, expressed concerns regarding drainage in the area, and spoke in favor of the zoning change. Mayor Pro Tem Espedal closed the public hearing at 7:03 P.M.

G.2. Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) to Neighborhood Commercial (C) for an approximately 5.058-acre tract of land situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Mayor Pro Tem Espedal read the item. Commissioner Jones made a motion, seconded by Commissioner Pierce, to approve the zoning change.

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

G.3. Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) to Single Family-7 (R-7) for an approximately 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Mayor Pro Tem Espedal read the item. Director Howard presented the zoning change request. Mayor Pro Tem Espedal opened the public hearing at 7:06 P.M. No one spoke and the public hearing was closed at 7:07 P.M.

G.4. Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) to Single Family-7 (R-7) for an approximately 13.877-acre tract of land, situated in the William M. McKinney Survey, Abstract No. 686, City of Ennis, Ellis County, Texas and generally located in the 1700 to 1800 Block of US Highway 287, between S Oak Grove Road and Ensign Road. Portion of Ellis CAD ID 187506.

Mayor Pro Tem Espedal read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Pierce, to approve the zoning change.

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

G.5. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the use of revenue generated from the City of Ennis' participation in the Quality Incentive Payment Program (QIPP) for the purchase, installation, operation, and implementation of Opticom emergency vehicle traffic signal preemption equipment and related infrastructure; recognizing the public safety benefits and community health outcomes associated with improved emergency response times, reduced intersection conflicts, and enhanced emergency medical response capabilities within the City of Ennis; and providing an effective date.

Mayor Pro Tem Espedal read the item. Assistant City Manager Daniel Ortiz addressed the Commission and explained that items G.5. and G.6. were related. He stated that he and Fire Chief Bill Evans would present both items prior to the Commission taking action. Mr. Ortiz further explained that item G.5. was a resolution authorizing the use of Quality Incentive Payment Program (QIPP) funds to fund item G.6., if approved. Chief Evans presented item G.6., which would provide for the approval of an agreement with TxDOT for the installation and maintenance at TxDOT-controlled intersections, and authorization of the Opticom system purchase through the

HGACBuy Cooperative Purchasing Program. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve item G.5.

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

G.6 Discuss and consider a Resolution authorizing the Mayor to execute an Agreement with the Texas Department of Transportation (TXDOT) for the installation, operation, and maintenance of traffic signal preemption equipment at TXDOT controlled intersections within the City of Ennis, and authorizing the purchase of Opticom traffic signal preemption equipment through the HGACBuy Cooperative Purchasing Program in an amount not to exceed \$400,000.

Commissioner Hejny made a motion, seconded by Commissioner Pierce, to approve item G.6. as presented.

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

G.7. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an Antenna Site Lease Agreement between the City of Ennis and the Ellis County Amateur Radio Club (ECARC) for their purpose and use in support of existing emergency communications activities which include the operation and upkeep of an amateur radio repeater system, omni-directional antenna, connecting cable, and power system.

Mayor Pro Tem Espedal read the item. Emergency Management Coordinator Chad Marshall addressed the Commission, stating that the intention of the agreement presented was to formalize a longstanding agreement between the City of Ennis and ECARC. Commissioner Jones made a motion, seconded by Commissioner Hejny, to approve the Antenna Site Lease Agreement between the City of Ennis and the Ellis County Amateur Radio Club (ECARC).

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

G.8 Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, directing Publication of Notice of Intention to Issue City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026; and establishing an effective date.

Mayor Pro Tem Espedal read the item. City Manager Andrea Weckmueller-Behringer addressed the Commission and explained that the Environmental Protection Agency (EPA) has mandated that cities review lead services lines. She stated that the City has completed the required inventory and review and that state regulations require identified lead service lines to be replaced. Ms. Weckmueller-Behringer further explained that the Texas Water Development Board (TWDB) has set aside funding for lead service line inventory and replacement projects, and that the proposed Certificates of Obligation would allow the City to take advantage of the available funding opportunity. Mark McLiney with SAMCO Capital Markets also addressed the Commission and explained that the City previously used its own funds to complete the inventory process and that the proposed funding structure would allow the City to seek reimbursement for eligible expenses. Commissioner Falkenbach made a motion, seconded by Commissioner Polk, to approve the resolution directing the publication of Notice of Intention to issue certificates of obligation.

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

G.9. Discuss and consider an Ordinance amending the FY 2026 Budget for various funds to provide supplemental appropriations in the amount of \$425,479 for unanticipated needs and roll forward one budgeted item from FY 2025 to FY 2026.

Mayor Pro Tem Espedal read the item. Finance Director Stanley Muli presented the proposed ordinance amending the FY2026 Budget to provide supplemental appropriations for operational expenditures and reimbursement-related adjustments. Mr. Muli explained the amendment includes reimbursement-related funding for Fire Department vehicle repairs associated with the 2026 ice storm response, Parks Department operational expenses related to the City’s youth baseball and softball leagues, appropriations for the Hollow Public Improvement District (PID), and the roll forward of FY2025 fleet replacement funds for vehicles received in FY2026. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve the ordinance amending the FY2026 Budget.

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

[Mayor Pro Tem Espedal read the Executive Session item and recessed the Commission into closed session at 7:52 P.M.]

H. EXECUTIVE SESSION

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

- *Project Soprema*

[Mayor Pro Tem Espedal reconvened the Commission into open session at 8:29 P.M.]

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

No action.

J. ADJOURNMENT

With no other business before the Commission, Mayor Pro Tem Espedal declared the meeting adjourned at 8:30 P.M.

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an Economic Development Agreement Pursuant to Chapter 380, Texas Local Government Code, By and Between the City of Ennis, Texas and the Rotary Club of Ennis for the Polkafest Run; and authorizing the City Manager to carry out the responsibilities set forth in the Agreement.

Meeting: ENNIS CITY COMMISSION - 16 Jun 2026

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

The City of Ennis and the Rotary Civic Club of Ennis have maintained a long-standing partnership in support of community events and initiatives that enhance the quality of life and economic vitality of the community. One of the organization's signature events is the annual Polkafest Run, which is conducted in conjunction with the National Polka Festival and serves as an important component of one of the City's most recognized and well-attended annual celebrations.

The Polkafest Run attracts hundreds of participants, spectators, volunteers, and visitors from throughout Texas and beyond. As part of the broader National Polka Festival celebration, the event contributes significantly to visitor activity throughout the community and helps reinforce Ennis's reputation as a regional destination for cultural and recreational tourism.

Chapter 380 of the Texas Government Code authorizes municipalities to establish programs and provide incentives that promote local economic development and stimulate business and commercial activity.

The proposed incentive is performance-based and is intended to support an event that generates measurable economic benefits for the City. By attracting hundreds of visitors to Ennis, the Polka Run increases foot traffic throughout downtown and other areas of the community, resulting in additional patronage of local restaurants, retail establishments, lodging providers, fuel stations, and other businesses. The event encourages visitors to spend time and money within the community before, during, and after race activities, creating positive economic impacts for local businesses while enhancing the visibility of the City as a tourism destination.

The continued success of the Polkafest Run supports commercial activity, strengthens community engagement, and contributes to the overall economic vitality of Ennis.

FINANCIAL IMPACT:

\$5,500

POLICY IMPLICATIONS:

Thriving Economy - Expand and grow the City strategically and thoughtfully so business and industry can thrive, residents have access to quality job opportunities, revenue is generated to sustain city government, and Ennis retains its small-town character and identity.

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[RESOLUTION NO.-Rotary 380](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE CITY OF ENNIS, TEXAS, AND THE ROTARY CLUB OF ENNIS; AND AUTHORIZING THE CITY MANAGER TO CARRY OUT THE RESPONSIBILITIES SET FORTH IN THE AGREEMENT.

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

WHEREAS, the National Polka Festival is a celebration of the City of Ennis' Czech Heritage that has been held for 60 years and includes decorated floats, bands and colorful costumes, and a parade through historic downtown Ennis as well as the Rotary-hosted Polkafest Run ("Project"); and

WHEREAS, the National Polka Festival and Polkafest Run draw visitors to Ennis, residents to downtown and other areas of the City, and patrons to not only the festival but also to local businesses, encouraging patronage of restaurants, retail, and other businesses in those areas; and

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

WHEREAS, as a material inducement to Rotary to hold the Project, the City has agreed to provide incentives to Rotary in the form of grants and Rotary has agreed, in exchange for and as consideration for the incentives, to satisfy and comply with certain terms and conditions; and

WHEREAS, the City Commission has concluded and hereby finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development and attracting consumers to the City, which will help stimulate the overall local economy.

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

SECTION 1: That the Economic Development Agreement, which is attached hereto and incorporated herein, pursuant to Chapter 380 of the Texas Local Government Code (and any amendments thereto, including any related instruments), is hereby approved.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement on behalf of the City of Ennis, and the City Manager is authorized to carry out the City's responsibilities and rights under the Agreement, including without limitation the authorization to make the expenditures set forth in the Agreement.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of June, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

STATE OF TEXAS

§
§
§

ECONOMIC DEVELOPMENT AGREEMENT

COUNTY OF ELLIS

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into by and between the City of Ennis, a Texas home-rule municipal corporation (“City”), and Rotary Club of Ennis, a Texas _____ (“Rotary”), on this ____ day of June 2026 (“Effective Date”). City and Rotary are sometimes individually referred to herein as a “Party” and are sometimes collectively referred to herein as the “Parties.”

RECITALS:

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

WHEREAS, the National Polka Festival is a celebration of the City of Ennis’ Czech Heritage that has been held for 60 years; and

WHEREAS, the National Polka Festival includes decorated floats, bands and colorful costumes, and a parade through historic downtown Ennis; and

WHEREAS, the National Polka Festival draws visitors to Ennis, residents to downtown and other areas of the City, and patrons to not only the festival but also to local businesses; and

WHEREAS, Rotary hosts the Polkafest Run (“Project”) on the Saturday of the National Polka Festival; and

WHEREAS, the Project draws visitors and residents to downtown and other areas of the City and encourages their patronage of restaurants, retail, and other businesses in those areas; and

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

WHEREAS, as a material inducement to Rotary to hold the Project, the City has agreed to provide incentives to Rotary in the form of grants described in Article II of this Agreement; and

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

WHEREAS, the City Commission has concluded and hereby finds that this Agreement substantially advances a legitimate interest of the City by promoting economic development and attracting consumers to the City, which will help stimulate the overall local economy; and

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

ARTICLE I DEFINITIONS

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

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

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

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

"Project" means the Polkafest Run to be held on May 23, 2026, and to begin at 2300 W. Ennis Avenue, Ennis, Texas.

"Project Term" shall mean a period beginning on execution of the Agreement and continuing for a period of three months.

ARTICLE II ECONOMIC INCENTIVES

2.1 Project - Economic Development Grant. City shall pay to Rotary an economic development grant in the amount of \$5,500.00 upon completion of the Project. The economic development grant is to offset the cost of the Project. The Chapter 380 Payments shall be payable to Rotary as provided hereinafter, unless this Agreement is earlier terminated pursuant to the terms hereof.

2.2 Conditions to Program Grants. The City's obligation to pay any economic development grant is and shall be conditioned upon and subject to Rotary's timely compliance with and satisfaction of all of the terms and conditions of this Agreement, including, on or before July 31, 2026, Rotary shall submit to the City a report reflecting at least 550 attendees at the Project.

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

- a. Obtain a special events permit and any other city permits;
- b. Comply with the requirements of the special events permit;
- c. Make an effort to hire local contractors and suppliers for the Project; and
- d. Comply with all applicable laws.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE CITY**

3.1 The City represents and warrants that:

- a.** The City is a home rule Texas municipal corporation and has the power to enter into and has taken all required actions to date required to authorize this Agreement and carry out its obligations hereunder.
- b.** The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed to the Rotary.
- c.** The City knows of no law, order, rule or regulation applicable to the City or to the City's governing documents that would be contravened by, or conflict with the execution and delivery of this Agreement.
- d.** This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or equity. Subject to the indemnity provided by this Agreement, the City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or which challenges the authority of the City to enter into or perform its obligations hereunder.

**ARTICLE IV
ROTARY REPRESENTATIONS AND WARRANTIES.**

4.1 Rotary represents and warrants that:

- a.** Rotary is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term. As used herein, the term "good standing" means the status of Rotary with the Comptroller of the State of Texas shall be "Active".
- b.** No litigation or governmental proceeding is pending or, to the knowledge of Rotary, threatened against or affecting Rotary that may result in any material adverse change in Rotary's business or operation.
- c.** No bankruptcy proceedings or other similar proceedings are currently pending or contemplated and Rotary has not been informed of any potential involuntary bankruptcy proceedings.
- d.** Rotary shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of City, the State of Texas, and Ellis County taxing jurisdictions throughout the Project Term and the Supplemental Project Term.

**ARTICLE V
DEFAULT, TERMINATION, AND REMEDIES**

5.1 Notice of Default. At any time during the Term of this Agreement that Rotary is not in compliance with its obligations under this Agreement, the City may send Rotary notice of such non-compliance. If such non-compliance is not cured within 5 days after Rotary's receipt of such notice (a "Cure"), then the City may, at its option, terminate this Agreement or withhold incentive payments otherwise due.

5.2 Remedies. Except to the extent that this Agreement or applicable law require otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default, Breach or Material Breach (each as defined below) of this Agreement.

- a. **Effect of Breach.** A Party will be deemed to be in "Breach" of this Agreement only if:
 - i. it fails to substantially comply with any material provision of this Agreement; and
 - ii. it does not cure such failure within a reasonable period of time following delivery to it of notice by the other Party describing such failure in reasonable detail, which period will not be less than 5 days.

- b. **Effect of Material Breach.** If Rotary Breaches its obligations under this Agreement to make or cause to complete the Project (after any applicable notice and cure period has lapsed, a "Material Breach"), the City has the right to terminate this Agreement in full; terminate the incentive payments; modify the term and/or amount of the incentive payments; and, except as expressly provided otherwise in this Agreement, pursue any legal or equitable remedies they may have under this Agreement or applicable law.

- c. **Effect of Force Majeure Event.** A Party will not be deemed to be in Breach, Material Breach, default or otherwise in violation of any term of this Agreement to the extent such Party's action, inaction or omission is the result of Force Majeure Event. The Parties agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a Party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such Party or its Affiliates and prevents a Party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either Party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Party, over the Project or over a Party's operations.

- d. **Offset.** The City may deduct from any Chapter 380 Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to or for the benefit of the City by Rotary; provided that before offsetting any amounts the City must provide Rotary with (a) advance notice of such offset, (b) 60 days to take action to remedy the situation giving rise to the offset, and (c) reasonable opportunity, at Rotary's own expense, to contest such offset.

- e. **Limitation on Damages.** Notwithstanding anything contained in this Agreement to the contrary, under no circumstance shall a Party be entitled to punitive, special or consequential damages.

5.3 Indemnity. ROTARY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY THEIR COMMISSION MEMBERS, BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY A THIRD PARTY AND ARISING OUT OF ROTARY’S PERFORMANCE OF THIS AGREEMENT OR THE PROJECT. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and assigns of the respective parties.

6.2 Audits and Monitoring. During the term of this Agreement, the City reserves the right to conduct reasonable audits to determine compliance with the terms and conditions of the Agreement.

6.3 No Waiver. Nothing contained in this Agreement shall be construed in any way to limit or to waive the City’s sovereign immunity. However, the Parties agree that they have entered into this Agreement in good faith, intend to deal with each other in good faith, and intend for this Agreement to be enforceable as to its terms under Texas law.

6.4 Applicability of Ordinances. Rotary acknowledges and agrees this Agreement does not alter the applicability of the ordinances of the City. Further, this Agreement does not waive or limit any of the obligations of Rotary to City under any other ordinance whether now existing or in the future arising. This Agreement (i) is not in any manner to be considered a waiver by the Parties of any requirement contained in the City’s ordinances; (ii) will not and does not conflict with said ordinances, and in the event of such a conflict the terms of said ordinances control; and (iii) does not modify any City ordinances. Where silent in this Agreement, the terms of City ordinances shall control.

6.5 Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

6.6 Construction and Interpretation.

- a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words “including”, “such as”, or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as “without limitation” or “but not limited to” are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.
- b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do

not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

- c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

6.7 Assignability. Rotary may not assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity only with prior written approval and consent by City.

6.8 Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

6.9 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

6.10 Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to City:

City of Ennis
ATTN: City Manager
PO Box 220
Ennis, TX 75120

If to Rotary:

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed; provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

- 6.11 Governing Law.** This Agreement and the relationship between the Parties shall be governed by the laws of the State of Texas, and venue for any action pertaining to this Agreement shall be in the State District Court of Ellis County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of the said Court.
- 6.12 Effective Date.** This Agreement shall be binding and take effect only upon all Parties signatures hereto, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.
- 6.13 Legal Contest.** This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision, or paragraph hereof shall become unenforceable by reason of judicial decree or determination, the Parties agree to the extent possible to ensure that all other provisions of this Agreement, including the intent of this Agreement, be honored and performed.
- 6.14 Economic Incentives Constitute a Program.** This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.
- 6.15 Public and Confidential Information.** Information provided by or on behalf of Rotary pursuant to this Agreement that Rotary considers to be proprietary and/or confidential and marked as such shall be maintained by City as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act (“Act”), City shall follow the standards set out in the Act and under the Texas Attorney General’s procedures for such requests and Rotary shall be responsible for defending the confidentiality of such information.
- 6.16 Undocumented Workers.** During the term of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, Rotary agrees to not knowingly employ any undocumented worker and if convicted of a violation under 8 U.S.C § 1324a(f), grant payments shall terminate.
- 6.17 Incorporation of Recitals.** The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

(Signature Pages Follow)

F.2.

EXECUTED on this _____ day of _____, 2026.

CITY OF ENNIS:

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

F.2.

EXECUTED on this _____ day of _____, 2026.

ROTARY CLUB OF ENNIS

By: _____

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Consider approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a Memorandum of Understanding with Unity in the Community of Ennis for sponsorship of the Juneteenth Parade and Festival, Blues on Main Festival, and Health Fair.

Meeting: ENNIS CITY COMMISSION - 16 Jun 2026

Department: Economic Development

Staff Contact: Andrew Alvarado, Tourism & Events Manager

BACKGROUND INFORMATION:

Unity in the Community of Ennis, a 501(c)(3) nonprofit organization, is dedicated to enhancing the quality of life for the Ennis community by providing cultural, educational, and health-focused events for underserved populations. Their ongoing efforts include the annual Juneteenth Parade and Festival and the Blues on Main Festival and Health Fair, which have become signature events in Ennis, promoting cultural awareness, public health, and community pride.

The City of Ennis recognizes the importance of supporting these events as part of its commitment to fostering community engagement and vibrancy in Historic Downtown Ennis. The partnership with Unity in the Community of Ennis serves a municipal public purpose, aligning with the City's goals of promoting community engagement and supporting public health initiatives.

The proposed scope, included as exhibit of the Memorandum of Understanding (MOU), outlines the partnership between the City of Ennis and Unity in the Community of Ennis, reflecting the following collaborative commitments:

1. Juneteenth Parade and Festival (June 2026):

- City to provide logistical support, including street closures for parade, and access to the Rogers & Maise Park for the festival.
- City to provide logistical support and sanitation resources as available.

2. Blues on Main Festival and Health Fair (September 2026):

- City to provide logistical support, including street closures in Downtown Ennis, and access to the Welcome Center and Bluebonnet Ballroom for the Health Fair.
- City to provide logistical support and sanitation resources as available.
- City to provide performance stage, including set-up.
- Production management services for the Blues on Main Festival.
- Unity in the Community will secure entertainment and production services for the Blues on Main Festival.

F.3.

FINANCIAL IMPACT:

City staff and City-provided resources for other elements of the Juneteenth activities and Blues on Main event to be determined pending final logistics.

POLICY IMPLICATIONS:

Vibrant Lifestyle - Elevate life experiences throughout our community by providing residents and visitors with opportunities to enjoy events, entertainment, recreation, nature, and celebrate the City's diverse cultures and historic resources

RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

[UITC IRS Letter](#)

[RESOLUTION NO.-UitC MOU](#)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date JUN 16 2011

UNITY IN THE COMMUNITY OF ENNIS
2222 MAYFAIR
ENNIS, TX 75110

Employer Identification Number:
16-1683973
DLN:
17053144301041
Contact Person:
JEFFERY A CULLEN ID# 31215
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
October 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Ye
Effective Date of Exemption:
December 4, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

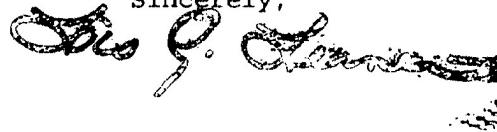
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UNITY IN THE COMMUNITY OF ENNIS FOR SPONSORSHIP OF THE JUNETEENTH PARADE AND FESTIVAL, BLUES ON MAIN FESTIVAL, AND HEALTH FAIR.

WHEREAS, Unity in the Community of Ennis, a 501(c)(3) nonprofit organization, is dedicated to bringing medical, human needs, and cultural awareness to the elderly, underprivileged, and citizens of the Ennis community; and

WHEREAS, Unity in the Community of Ennis has organized and hosted the annual Juneteenth Parade and Festival as well as the annual Blues on Main Festival and a Health Fair in the City of Ennis, providing valuable community programming that promotes cultural awareness, public health, and community pride; and

WHEREAS, the City of Ennis recognizes the importance of supporting community events that celebrate the City's heritage, enhance Downtown vibrancy, and promote inclusivity and public engagement; and

WHEREAS, the City Commission has determined that partnership and sponsorship of the Juneteenth Parade, Juneteenth Festival, Blues on Main Festival, Health Fair, and related events serve a municipal public purpose; and

WHEREAS, the Parties desire to collaborate, as outlined in the forthcoming agreement, to facilitate the successful production of these community events.

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

SECTION 1: The City Commission hereby authorizes the Mayor to execute the Memorandum of Understanding with Unity in the Community of Ennis for sponsorship of the Juneteenth Parade, Juneteenth Festival, Blues on Main Festival, and Health Fair.

SECTION 2: The City Manager is further authorized to take any necessary actions to implement the Memorandum of Understanding, including the provision of City resources and support as outlined therein.

F.3.

SECTION 3: This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of June, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

STATE OF TEXAS

§
§
§
§
§

**MEMORANDUM OF UNDERSTANDING
– UNITY IN THE COMMUNITY OF ENNIS**

COUNTY OF ELLIS

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made by and between the **City of Ennis, Texas** ("City") a municipal corporation, and **Unity in the Community of Ennis** ("Organization"), collectively referred to as "the parties" effective on _____, 2026 (“Effective Date”).

WHEREAS, the City periodically sponsors events or festivals in the City of Ennis that provide entertainment, information, or services to residents or visitors; and

WHEREAS, Unity in the Community of Ennis is committed to bringing medical, human needs, and cultural awareness to the elderly and underprivileged residents of the Ennis community; and

WHEREAS, Unity in the Community of Ennis has organized and hosted the Juneteenth Event and the Ennis Blues on Main Festival and health fair for many years; and

WHEREAS, to promote the community’s history and vitality, the City of Ennis desires to collaborate with organizations such as Unity in the Community of Ennis to create unique event opportunities in and around Historic Downtown Ennis, including seasonal, festive, civic, and other events; and

WHEREAS, the City desires to sponsor the following event(s) organized by Organization: Juneteenth Parade on June 19, 2026, Juneteenth Festival at Rogers and Maise Park on June 19, 2026, and Blues on Main Festival and Health Fair on September 5 & 6, 2026 (“Events”) as provided herein; and

WHEREAS, sponsorship of the Events serves a municipal and a public purpose and is the public interest,

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. **RECITALS**. That all of the recitals and preamble hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Agreement.
2. **DESCRIPTION OF EVENTS**. Organization will organize and hold the Events as described in Exhibit A.
3. **DESCRIPTION OF SPONSORSHIP**. City will sponsor the Events as described in Exhibit B.

4. **TERM.** This Agreement shall be effective from the Effective Date, through September 30, 2026, unless otherwise extended as allowed under other provisions of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days' written notice.

5. **OBLIGATIONS OF ORGANIZATION.** In consideration of the Sponsorship provided by the City, Organization agrees to the following terms and conditions:
 - a. The Sponsorship only shall be used for the Events described herein;

 - b. Within thirty (30) days of the Events, Organization shall provide the following information to the City about the Events:
 - i. Attendance by day;
 - ii. Number of vendors;

 - c. In all advertisements and promotional materials, Organization shall acknowledge the sponsorship by the City of Ennis. This may be accomplished by including the City in any list of donors or sponsors for the Events.

 - d. Event recognition, signage, branding, publicity, and advertising in conjunction with the Agreement shall not contain obscenity; pornography; incitement to imminent lawless action; speech presenting a grave and imminent threat; fighting words; fraudulent material; defamatory, libelous, or slanderous material; solicitations to commit, or speech integral to, criminal conduct; promotion of drugs, tobacco, gambling, or adult entertainment; political campaign speech, political advertising, or speech that supports or opposes or appears to support or oppose a ballot measure or initiative, or refers to any person in or campaigning for public office.

 - e. Organization shall not utilize the City of Ennis logo on any materials.

 - f. Upon execution of this Agreement, submit the following:
 - i. Copy of the Organization's Articles of Incorporation and charter issued by the state where incorporated;
 - ii. Copy of the Organization's adopted bylaws;
 - iii. Copy of any determination letter or other document issued by the Internal Revenue Service regarding the Organization's status as a nonprofit corporation and any letters or documents that show a change in that status; and
 - iv. List of the contact information for all current members of the Organization's Board of Directors.

 - g. Organization must be incorporated and maintain good standing as a non-profit corporation with the State of Texas and also maintain good standing as a tax-exempt.

- h.** Organization is responsible for:
 - i. Complying with all laws and regulations for the holding of the Events, including obtaining a Special Event permit, if needed;
 - ii. Organization will immediately report to the City Manager any actual, suspected, potential, or alleged failure to comply with any applicable law or regulation or any other requirement of the preceding paragraph, including any notice or inquiry from the state or federal authority requesting an audit or otherwise pertaining to the Organization operations or legal status.
 - iii. Set up and take down for Events;
 - iv. Labor for Events except as provided specifically in Exhibit B;
 - v. All liability in connection with the Events, including damages to City property, whatever the cause, while hosting the Events, and agrees to reimburse the City for any such damage within thirty (30) days of receipt of a notice from the City.

6. REPRESENTATIONS OF ORGANIZATION. Organization represents and warrants that:

- a.** Organization is a Section 501(c)(6) tax-exempt non-profit organization duly established under the Laws of the State of Texas.
- b.** No litigation or legal proceedings are pending presently or threatened against Organization.
- c.** This Agreement and the sponsorship provided hereunder is nonexclusive, and the City may enter into similar agreements with other entities and organizations.
- d.** Organization is not an agent of the City and shall not hold itself out as such. The city assumes no liability for Organization's actions and for the Events.
- e.** Organization has duly granted its undersigned representative authority to enter into this Agreement on its behalf, which authority has not been limited, revoked, or restricted in any manner whatsoever as of the date of execution hereof.
- f.** Organization understands that because of the City's potential involvement with the Organization, any documents of the Organization in the City's control and possession are subject to the Texas Public Information Act and potential open records requests, absent any applicable specific exemptions.

7. SUBCONTRACTING. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Organization with another private entity, person, or organization for the performance of those services described in Exhibit A. In the event that Organization enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Organization shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement.

8. **RELATIONSHIP OF PARTIES.** It is understood and agreed by the parties that Organization is an independent Organization with respect to City and not an employee of City. City will not provide fringe benefits, including health insurance benefits, paid vacation, worker's compensation insurance or benefits, or any other employee benefit, for the benefit of Organization, and Organization shall act solely as an independent Organization in performing the services referenced herein and shall have no right or authority to act for City and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, City.
9. **INSURANCE AND INDEMNITY.** Organization shall provide continuous enforcement of adequate insurance in accordance with Exhibit C to this Agreement which is attached hereto and incorporated herein by reference.

ORGANIZATION COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY, ARISING OUT OF, CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBORGANIZATION OR SUPPLIER, COMMITTED BY THE ORGANIZATION FOR THE EVENTS, OR ANOTHER ORGANIZATION OR PERSON OVER WHICH THE ORGANIZATION EXERCISES CONTROL.

ORGANIZATION AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

10. **NOTICES.**
- a. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered after five (5) days from the date shown to be mailed. Notices may also be delivered via e-mail where authorized under this Agreement.
- b. Notice to City shall be delivered to the City Manager to the following address:

City of Ennis
ATTN: City Manager
P.O. Box 220
Ennis, Texas 75120-0220; or
E-Mail: andrea.wb@ennistx.gov

- c. Notice to Organization shall be delivered to the following address:

Unity in the Community of Ennis
ATTN: Dr. Charlotte Watson-Allen
2222 Mayfair Street
Ennis, TX 75119-1561; or

E-Mail: uitcofennis@gmail.com

- d. Such addresses or contact persons may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. **INTEREST OF PARTIES.**

- a. No member of the governing body of City, and no other officer, employee, or agent of City shall have any personal interest, direct or indirect, in this Agreement.
- b. No member of a governmental body, subdivision, or agency thereof, who exercises any functions, or responsibilities in the review or approval of the carrying out of the agreement, or goods or services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- c. No members of the U.S. Congress, the Texas Legislature, or county officials can have any personal interest in the Agreement.

12. **DISCRIMINATION.** No one will, on the grounds of race, color, religion, sex, gender identity or expression, sexual orientation, national origin, marital status, age, disability, genetic information, pregnancy, veteran status, or any other legal protected status under applicable federal, state, and local laws be subject to discrimination in the performance of this Agreement.

13. **FEDERAL/STATE GRANTS.** If federal or state grant funds are involved in the performance of this Agreement, then all grant conditions must be complied with by City and Organization.

14. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver. A waiver of any breach of this Agreement by either of the parties shall not be construed to be a waiver of any succeeding breach or of any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

15. GOVERNMENTAL IMMUNITY.

a. Immunity retained. The City and Organization hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

b. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Organization hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code.

Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City and Organization hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- i. the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
- ii. the recovery of damages against City may not include consequential damages or exemplary damages;
- iii. Organization may not recover attorney's fees; and
- iv. Organization is not entitled to specific performance or injunctive relief against the City.

16. ENTIRE AGREEMENT. This Agreement and Exhibits A, B, and C contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Exhibits A, B, and C are incorporated herein by reference for all purposes.

17. ACCESS TO RECORDS. City and any of its duly authorized representatives shall have access to any books, documents, papers, and records of Organization which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Organization's refusal to comply with this provision, City will have the right to terminate this Agreement without prior notice.

18. RETENTION OF RECORDS. Organization shall retain all records relating to this Agreement for five years after City makes final payment and all other pending matters are closed.

19. **FORCE MAJEURE.**

- a. In the event performance by either party of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a pandemic, fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, that party shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.
- b. Each party shall notify the other of any matter which interferes or threatens to interfere with the performance of any of its obligations under this Agreement. Upon such notice, the parties shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the agreement.

20. **ADDITIONAL PROVISIONS**

- a. **Designated Representatives.** The City representatives are the City Manager, and such other and additional persons as City Manager may designate in writing. The Organization's representative is Dr. Charlotte Watson-Allen, and such other and additional persons as Organization may designate in writing.
- b. **Exhibits.** Any and all exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes. Exhibits attached this Agreement are:
 - Exhibit A – Description of Events
 - Exhibit B – Description of Sponsorship
 - Exhibit C – Insurance Requirements
- c. **Choice of Law and Venue.** This Agreement is governed by the laws of the State of Texas and the venue for any disputes shall reside in Ellis County, Texas.
- d. **Misspelled words.** Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled word shall be read so as to have the meaning apparently intended by the parties.
- e. **Assignment.** Neither party shall assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the other party.

- f. **Benefits.** This Agreement shall bind, and the benefits thereof shall inure, to the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.
- g. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- h. **Plural Words.** Words used in the singular shall include the plural if and when applicable, and words used in the plural shall include the singular if and when applicable.
- i. **Time.** Time is of the essence of this Agreement.
- j. **Headings.** The paragraph and subparagraph headings and numbering contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- k. **Conflicts.** To the extent there may be a conflict between this Agreement and any proposal, exhibit, or other document attached hereto, the terms of this Agreement prevail.
- l. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

CITY OF ENNIS, TEXAS

By: _____
Lynda Isbell, Mayor

Date: _____

ATTEST:

Angie Wade, City Secretary

Unity in the Community of Ennis

By: _____

Date: _____

DRAFT

Exhibit A
Description of the Events

1. Annual Juneteenth Celebration (Parade and Festival): June 19, 2026
 - a. Parade starting at 10:00 AM through select City Streets
 - b. Festival at Rogers and Maise Park
 - i. Music, Food, Games

2. Blues on Main Festival and Health Fair: September 5 & 6, 2026
 - a. Health and Wellness in Motion 2026, Ennis Welcome Center, Saturday, September 5th, from 10:00 AM - 1:00 PM.
 - i. Mental Health Walk
 - ii. Health Screenings, Health Information, Carter Blood Center, The Bridge Mammogram

 - b. Blues on Main Festival, Downtown Ennis
 - i. Securing entertainment and covering any production needs, such as Bijax Stage Deck with audio, lighting, power, and cable ramps as needed.
 - ii. Securing a tent, if desired for the event.
 - iii. Live music - Jazz, Blues, Soul, etc. (Not accepting applications for music).
Arts & Crafts vendors, Children's Activities, Food Vendors, etc.
 - Saturday, September 5, 2026, from 10:00 AM - 7:00 PM
 - Sunday, September 6, 2026, from 10:00 AM - 3:00 PM

Exhibit B

Description of City Sponsorship of Event

The following is intended to address most items to that can be accommodated as sponsorship by the City of Ennis as approved by the City Commission or resources available or owned by the City as may be provided for the event(s). Any additional requests or changes may be granted with approval by the City Manager, or their designee.

- Juneteenth Parade (Rolling Street Closures on June 19, 2026)
 - o City shall provide available resources for traffic control
 - Streets and Public Safety staffing, as available or resourced
 - Adequate traffic control devices for road closures and public safety
 - Assistance with public notices regarding street closures and traffic impacts (e.g., signage, social media, or city website postings)
 - o Sanitation resources as may be available.
 - Sanitation supplies will be provided for City owned facilities and receptacles, including items such as toilet paper and trash bags.
 - Any additional resources not maintained or owned by the City may be provided at Organization's expense.
- Juneteenth Festival at Rogers & Maise Park (Parks and Recreation) (June 18-19, 2026)
 - o Use of Park Pavilion and recreation area from:
 - June 18, 2026: Event Set-up, specific time to be determined
 - June 19, 2026: Event Date 8:00 a.m. until 6:00 p.m.
 - o Sanitation resources as may be available.
 - Sanitation supplies will be provided for City owned facilities and receptacles, including items such as toilet paper and trash bags.
 - Any additional resources not maintained or owned by the City may be provided at Organization's expense.
- Blues on Main Festival & Health Fair (September 5 & 6, 2026)
 - o Saturday, September 5th: 10:00 AM - 10:00 PM
 - o Sunday, September 6th: 12:00 PM - 6:00 PM
 - o Mental Health Walk and Blues on Main Festival Downtown Street Closures
 - City shall coordinate with Organization and prepare adequate traffic control plan and devices for road closures and public safety
 - City will assist Organization with assistance with public notices regarding street closures and traffic impacts (e.g., signage, social media, or city website postings)
 - o Use of Welcome Center for Health Fair
 - City-owned tables and chairs will be made available for use.
 - Organization will be responsible for the setup and teardown of these items.
 - The lobby will be staffed during event hours to assist guests with information and provide access to public restrooms.

- Use of performance stage
 - City shall coordinate the set-up of the Performance Stage
- Sanitation resources as may be available.
 - Sanitation supplies will be provided for City owned facilities and receptacles, including items such as toilet paper and trash bags.
 - Any additional resources not maintained or owned by the City may be provided at Organization's expense.
- Providing public safety support (police, fire, emergency medical etc.) as needed.
- Providing public/event usage of tables, chairs, round-top tables, high-boy tables, picnic tables, only if already owned by the City.
 - Organization will be responsible for returning these items to the staging areas post event
- Use of established city owned water and electric infrastructure where available in the downtown right-of-way and public spaces.
 - Festival vendors will have access to water and electrical outlets.
 - City staff will be available during regular business hours prior to the event to assist with initial hookups and address any necessary repairs or set-up issues.
 - City is not responsible for vendor or specific event electrical load requirements that exceed outlet or electrical infrastructure rated capacities.
- City staff will be on call for emergencies (e.g. Large-scale infrastructure failures, public safety issues, street closures. Call sheet to be provided week prior to event.)
- Use of public restroom facilities including the Welcome Center and Minnie McDowal Park.

Exhibit C
MINIMUM INSURANCE REQUIREMENTS

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

<u>Worker's Compensation Insurance</u>	Statutory
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
<u>Liquor/Dram Shop Liability</u>	
(for any event occurring on City-owned property where alcohol will be provided or served)	\$500,000.00

Organization's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to the City, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to the City 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, Organization shall furnish certificates evidencing compliance with all requirements herein. **The limits of such insurance shall in no way be construed as limiting Organization's 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 Commission of the City of Ennis, Texas, accepting the easement agreement by Adolph F. Novy granting the City of Ennis a 0.0052-acre tract for a utility easement, authorizing the Mayor to execute the easement agreement, and authorizing the City Manager or designee to execute any documents in connection therewith.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: Public Works
Staff Contact: Douglas Taylor, Utility Operations Director

BACKGROUND INFORMATION:

The property owner of 111 E. Lampasas Street requested approval to install a private wastewater service line along the rear of the property. Because the proposed alignment crosses an adjacent tract owned by Mr. Adolph F. Novy, the City required the property owner to secure a perpetual utility easement to provide long-term access for a City wastewater manhole located within the right-of-way.

The easement grants the City the right to install, construct, operate, use, maintain, replace, repair, upgrade, and remove related utility facilities. It also provides the City, its employees, representatives, and contractors with pedestrian and vehicular ingress and egress across the easement area for construction and ongoing maintenance activities associated with the facilities.

The easement agreement was finalized on February 4, 2026, and was signed and notarized by Mr. Novy on March 24, 2026.

FINANCIAL IMPACT:

No funding is required from the City of Ennis.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[RESOLUTION NO.-Adolph F. Novy granting a 0.0052-acre tract to the City of Ennis for Utility Easements near 111 E. Lampasas Street along S. Kaufman Str - Pdf](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ACCEPTING THE EASEMENT AGREEMENT BY ADOLPH F. NOVY GRANTING THE CITY OF ENNIS A 0.0052-ACRE TRACT FOR A UTILITY EASEMENT, AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City requires a utility easement to support wastewater infrastructure serving 111 E. Lampasas Street; and

WHEREAS, the easement area is located on property owned by Adolph F. Novy; and

WHEREAS, Mr. Novy has agreed to grant the City a 0.0052-acre perpetual utility easement.

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

SECTION 1: The utility easement agreement and exhibit are attached hereto as Attachment A and are hereby granted to the City of Ennis by Adolph F. Novy.

SECTION 2: The Mayor is authorized to execute the easement agreement, and the City Manager or designee is authorized to execute any documents in connection therewith.

SECTION 3: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of June, 2026.

LYNDA ISBELL, Mayor

ATTEST:

F.4.

ANGIE WADE, City Secretary

1 Easement Agreement for Wastewater Lines

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: February 4, 2026

Grantor: Adolph Novy

Grantor's Mailing Address: 740 Novy Road
Ennis, TX 75119 (Ellis County)

Grantee: City of Ennis, Texas, a home rule municipality

Grantee's Mailing Address: 107 N. Sherman Street
Ennis, TX 75119 (Ellis County)

Easement Property: Being 0.0052 acre (15 ft. by 15 ft.), situated in the David Rose Survey, Abstract 906, Ellis County, Texas, embracing a portion of a called 5.2735 acre tract conveyed to Adolph F. Novy, et al in Volume 2326, Page 1533, Official Public Records of Real Property, Ellis County, Texas, and being more particularly described by metes and bounds in Exhibit A attached to this agreement and by this reference incorporated within it.

Easement Purpose: For the installation, construction, operation, use, maintenance, replacement, repair, upgrade, and removal of wastewater lines and related facilities (collectively, the "Facilities") and to provide City, its employees, representatives, and contractors, pedestrian and vehicular ingress and egress across the easement property to perform construction and maintenance activities related to the Facilities.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and

Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* City has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, City must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and Facilities will be at the sole expense of City. The City has the right to eliminate any encroachments into the Easement Property. City has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation maintenance, replacement, and removal are at City's sole discretion, subject to performance of City's obligations under this agreement. City has the right to remove or relocate any improvements (including but not limited to fencing, pavement, drainage features, retaining walls, landscaping, mailboxes, sprinkler systems, private utilities, and other such features) within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the improvements to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal

remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing.

Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

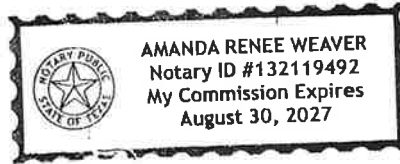
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signatures to Follow

GRANTOR


Adolph Novy



STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on 3/21/2016 by.


Notary Public, State of Texas

GRANTEE:

CITY OF ENNIS, TEXAS

By: _____
Lynda Isbell, Mayor

ATTEST:

Angie Wade, City Secretary

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS §

COUNTY OF ENNIS §

This instrument was acknowledged before me on the ____ day of _____, 2026,
by **Lynda Isbell**, as Mayor of the City of Ennis, Texas.

Notary Public, State of Texas

F.4.

Lot 1R, Division XXVII (27)
 Cabinet D, Slide 216 PRECT
 45 Industrial Drive Associates, LLC
 Inst. # 1724599 OPRECT
 601 S. Kaufman Street

Closed Section of E. Burnett Street
 0.22 Acre (Tract Four)
 Vol. 809, Pg. 500 DRECT FND 1/2" S.R.
 w/ CAP RPLS 4466

Existing Asphalt Pavement
 Approx. 90' R.O.W.
 10' Right of Way Deed
 Vol. 308, Pg. 362
 DRECT

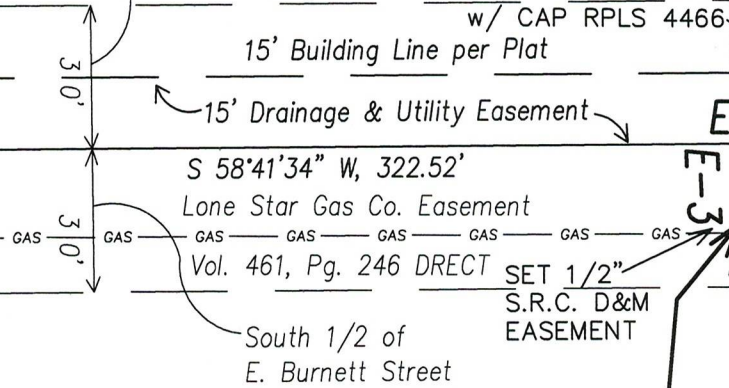
SJNCP-RC
 Inst. # 2004944
 OPRECT
 DIVISION XXVIII

E. BURNETT STREET

S. KAUFMAN STREET
 (BUSINESS LOOP 1-45)

Fnd '+' in Concrete

SJNCP-RC
 Inst. # 2004944 OPRECT
 DIVISION XXIX

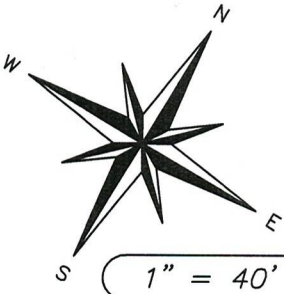


15' X 15' UTILITY EASEMENT
 0.0052 ACRE
 (225 sq. ft.)

Adolph F. Novy, et al
 Residual of 5.2735 Acres
 Vol. 2326, Pg. 1533 OPRECT
 Part of Subdivisions 2 and 3,
 Division XXX (30)
 and Part of Burnett Street
 801 S. Kaufman Street

EASEMENT LINE TABLE	
LINE NO.	BEARING, DISTANCE
E-1	S 31°19'03" E, 15.00'
E-2	S 58°41'34" W, 15.00'
E-3	N 31°19'03" W, 15.00'
E-4	N 58°41'34" E, 15.00'

EXHIBIT PLAT
15 FT. BY 15 FT. UTILITY EASEMENT
0.0005 ACRE (225 sq. ft.)
 out of the Residual of a 5.2735 Acre Tract
 being a Portion of Subdivision 2, Division XXX (30)
 in the City of Ennis, Ellis County, Texas
 (also known as 801 S. Kaufman Street)



Stuart G. Hamilton
 Stuart G. Hamilton
 Registered Professional Land Surveyor #4480



THIS SURVEY IS VALID ONLY WITH ORIGINAL SIGNATURE IN RED INK



DAVIS & McDILL, LLC

SURVEYING - LAND PLANNING - FLOODPLAIN MANAGEMENT
 P.O. BOX 428, Waxahachie, Texas 75168
 Phone: 972-938-1185

Drawn by: Kevin Bohanon Scale: 1" = 40' Date: 11-04-2025 Job# 225-0031

DAVIS & McDILL LLC

SURVEYING-LAND PLANNING-FLOODPLAIN MANAGEMENT
P.O. Box 428, Waxahachie, Texas 75168 - Metro 972-938-1185
A TBPELS Licensed Surveying Firm # 10194681

Field Notes
15' X 15' Utility Easement
0.0052 Acre

Being a part of the David Rose Survey, Abstract Number 906, City of Ennis, Ellis County, Texas and being a part of the south ½ of East Burnett Street, a 60 foot wide abandoned public street right of way shown on the Official Map of the City of Ennis, Texas, recorded in Cabinet A, Slides 197 through 200, Plat Records, Ellis County, Texas (PRECT), and being a part of the 5.2735 acre tract of land described in deed from Wesley F. Honza, Jr., to Annette J. Honza, recorded in Volume 2326, Page 1533, Official Public Records, Ellis County, Texas (OPRECT), and described in deed from Leggett Partners, L. P. to Adolph F. Novy and Wesley F. Honza, Jr., recorded in Volume 1836, Page 2260, OPRECT, said 5.2735 acre tract being a portion of Subdivisions 2 and 3, Division XXX (30) and a portion of East Burnett Street, and being more particularly described as follows:

Beginning at a point on the southwest right of way line of South Kaufman Street, also known as Business Loop 45, a 90 foot wide public street right of way, and the northeast corner of said 5.2735 acre tract and the southeast corner of a Lot 1R, Division XXVII (27), City of Ennis, Ellis County, Texas, according to the plat thereof recorded in Cabinet D, Slide 216 PRECT, and described in deed from The Templer Charitable Remainder Annuity Trust II to 45 Industrial Drive Associates, LLC, recorded in Instrument Number 1724599 OPRECT, a 3/8 inch steel rod with plastic cap stamped "RPLS 5266" found, having surface coordinate values of North = 6805843.56 feet and East = 2548969.55 feet, bearings and coordinates recited herein are based on the Texas Coordinate System, North Central Zone (Zone 4202) North American Datum of 1983 and are obtained from observations of Global Positioning System satellites, from which a 3/8 inch steel rod with plastic cap stamped "RPLS 5266" found at the northwest corner of said 5.2735 acre tract bears S 58°41'34" W, 322.52 feet;

Thence S 31°19'03" E, with the northeast line of said 5.2735 acre tract and said South Kaufman Street right of way, 15.00 feet to a point for a corner;

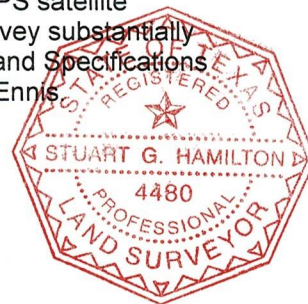
Thence S 58°41'34" W, through said 5.2735 acre tract 15.00 feet to a ½ inch steel rod with plastic cap stamped "D & M EASEMENT" set;

Thence N 31°19'03" W, through said 5.2735 acre tract 15.00 feet to the northwest line of said 5.2735 acre tract and the southeast line of said Lot 1R a point for a corner;

Thence N 58 41'34" E, with the northwest line of said 5.2735 acre tract and the southeast line of said Lot 1R, passing a ½ inch steel rod with plastic cap stamped "RPLS 4466" found, continuing in all, 15.00 feet to the point of beginning and containing approximately 225 square feet or 0.0052 acre of land.

I declare that the Field Notes hereon and the accompanying Plat are the representation of an actual and accurate survey made on the ground November 2025 and that corner monuments were found or set under my personal supervision. The bearings recited hereon are based on the Texas Coordinate System of 1983, Texas North Central Zone obtained from GPS satellite observations with plat bearings and distances shown in parentheses. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey. This survey is for the benefit of City of Ennis.


Stuart G. Hamilton





The bluebonnet spirit of Texas

Hand Delivery Receipt

Date: 3-24-2026

Time: 3:17 pm

Items Delivered: Easement Agreement 111 E Lampasas Sewer

Company Name: MTZ Contracting Group

Company Address: 100 NE Main St. STE B-1 Ennis

Representative: matth zmolik

Person Receiving: Ashleigh Salim

Signature: [Signature]

Delivered By: Matthew Zmolik

Signature: [Signature]

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider all matters incident and related to approving and authorizing publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, including the adoption of a Resolution pertaining thereto.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: Finance
Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

In May 2020, the City's Finance Department, City Manager and City Commission developed a long-term financing plan to address the City's Capital Improvement Plan. The plan was for the City to issue debt approximately every two years without increasing the City's Interest and Sinking ("I&S") tax rate.

Staff has proposed issuing \$5 Million in Certificates of Obligations to fund currently identified Capital Projects. The City Commission received a briefing in the May 2026 regular meeting and encouraged staff to begin the process of issuing the certificates.

This Resolution is requesting the City Commission to authorize the publication of Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, Series 2026.

FINANCIAL IMPACT:

The City projects that the Issuances of these Certificates of Obligation will not increase in the property tax rate or fees.

RECOMMENDATION:

Staff recommends approval of the Notice of Intention to Issue Certificates of Obligation.

ATTACHMENTS:

[RESOLUTION NO.-Consider adoption of a resolution directing publication of notice of intention to issue City of Ennis, Texas Combination Tax and Surplu - Pdf
NOI Resolution v1](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ENNIS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City deems it necessary and advisable that the notice of intention to issue Certificates of Obligation be given as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1: That attached hereto and marked as Exhibit A is a form of the “NOTICE OF INTENTION TO ISSUE CITY OF ENNIS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION” (the “Notice”), the form and substance of which is hereby adopted and approved.

SECTION 2: That the City Secretary shall cause the Notice, in substantially the form attached hereto, to be published once a week for two consecutive weeks in a newspaper of general circulation in said City, with the date of the first publication to be at least 46 days before the date tentatively set for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice.

SECTION 3: That the City Secretary shall also cause the Notice, in substantially the form attached hereto, to be posted continuously on the City’s Internet website for at least 45 days before the date tentatively set for the adoption of the ordinance authorizing the issuance of the Certificates of Obligation as shown in the Notice.

SECTION 4: This Resolution is intended to satisfy the official intent requirements set forth in section 1.150 2 of the rules and regulations of the United States Department of the Treasury.

SECTION 5: That this Resolution shall become effective immediately upon adoption.

G.1.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of June, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

Exhibit A

**NOTICE OF INTENTION TO ISSUE
CITY OF ENNIS, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION**

The City of Ennis does hereby give notice of intention to issue Combination Tax and Surplus Revenue Certificates of Obligation, in the maximum principal amount not to exceed \$5,000,000, for paying all or a portion of the City's contractual obligations for the purpose of (a) constructing, reconstructing and improving streets, including bridges, drainage, sidewalks, signalization, landscaping, streetscaping, lighting, signage and utility relocation, and the acquisition of land and interests in land and properties therefor; (b) acquiring, constructing, installing and equipping an animal adoption center; (c) acquiring, constructing, installing and equipping repairs, renovations and improvements to existing City Hall; and (d) acquiring, constructing, installing and equipping repairs, renovations and improvements to existing Public Safety Facility and also for the purpose of paying all or a portion of the City's contractual obligations for professional services, including engineers, architects, attorneys, map makers, auditors, and financial advisors, in connection with such projects and said Certificates of Obligation.

The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law, and from limited surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The City Commission intends to consider for passage, at a meeting to be held at 6:00 P.M. on August 18, 2026, an Ordinance authorizing the issuance of Combination Tax and Surplus Revenue Certificates of Obligation, at the City Commission meeting held at the Ennis City Hall, 107 N. Sherman Street, Ennis, Texas. In the event that the City Commission will be unable to meet at the Ennis City Hall on August 18, 2026, the City will post on its website, www.ennistx.gov, information for persons to attend the meeting by telephone, teleconference or other electronic means.

The maximum interest rate for the Certificates of Obligation will not exceed the maximum legal interest rate, the maximum maturity date for the Certificates of Obligation is February 1, 2038, and the estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is \$5,867,528.

The City currently has outstanding debt obligations secured by and payable from ad valorem taxes equal to \$116,739,000 in principal amount and \$156,677,048 in combined principal and interest required to pay such outstanding debt obligations on time and in full.

The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

CITY OF ENNIS, TEXAS

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider an Ordinance of the City Commission of the City of Ennis, Texas, amending the FY 2026 Budget to provide a supplemental appropriation in Sanitation Fund for activities related to the closure of FM 85 Landfill in the amount of \$85,000.00.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: Finance
Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The proposed ordinance amends the Fiscal Year 2026 Budget to provide supplemental appropriation for operational expenditures for activities related to the closure of the FM 85 landfill. Successful closure of the landfill requires paying a vendor to provide specialized professional services necessary to maintain compliance with the applicable Texas Commission on Environmental Quality (TCEQ) permits.

The ordinance appropriates \$85,000.00 to the Sanitation Department's operating budget in FY 2026 from the Sanitation Fund reserve.

FINANCIAL IMPACT:

This Ordinance would increase Sanitation Fund appropriated budget in FY 2026 by \$85,000.00. The fund balance is projected to remain above the reserve requirements.

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[ORDINANCE NO.-Amending the FY 2026 Budget to appropriate budget for closure of FM 85 landfill - Pdf](#)
[Attachment A - FY 2026 Budget Landfill](#)



ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE FY 2026 BUDGET AND PROVIDING SUPPLEMENTAL APPROPRIATIONS TO SANITATION FUND IN THE AMOUNT OF \$85,000.00 FOR PROFESSIONAL SERVICES SUPPORT NECESSARY FOR THE CLOSURE OF THE FM 85 LANDFILL.

WHEREAS, the City Commission of the City of Ennis adopted the Fiscal Year 2026 Budget appropriating funds for various City departments; and

WHEREAS, Sanitation department desires to close out the FM 85 landfill under the Texas Commission on Environmental Quality Permit No. 947A; and

WHEREAS, the Sanitation department was not appropriated a budget for the landfill closure in the FY 2026 budget; and

WHEREAS, the City Commission desires to provide a supplemental budget appropriation in FY 2026 in the amount of \$ 85,000 for the closure of the FM 85 landfill,

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

SECTION 1: That the Budget Amendment in Attachment A of this Ordinance is approved by the City Commission.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of June, 2026.

LYNDA ISBELL, Mayor

G.2.

ATTEST:

ANGIE WADE, City Secretary

Attachment A

**City of Ennis
FY 2026 Budget Amendment**

Additional Revenue, Fund Balance, or Transfer-Out							
Fund Number	Account Number	Description	Beginning Fund Balance	Budgeted Revenue	Current Approved Expenditure	Amount of Amendment	Fund Balance After Amendment
			0.00			0.00	0.00

Appropriation or Transfer-In							
Fund Number	Account Number	Description	Beginning Fund Balance	Budgeted Revenue	Current Approved Expenditure	Amount of Amendment	Fund Balance After Amendment
357		Sanitation Fund	1,724,648.49	2,031,000.00	1,824,690.00	85,000.00	1,845,958.49
			0.00	0.00	0.00	0.00	0.00

Specific Fund Account Assignment							
Fund	Account	Description	Current Budget			Amount of Amendment	Revised Budget
357	357-414*44043	Contract Services	105,580.00			85,000.00	190,580.00

<p>City Commission Approval Date: _____</p> <p>Approval Ordinance No: _____</p> <p>Completed by: _____</p>	<p>Explanation:</p> <p>1. The City is in the final stages of the closure of FM 85 landfill. Funding is required to pay for professional services needed to successfully complete the landfill.</p> <p> </p> <p> </p> <p> </p> <p> </p>
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ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a contract with Solutient GeoSciences, Inc., for professional geoscientist services related to the Final Closure and Permit Revocation for the Inactive FM 85 Landfill in a sum not to exceed Eighty-Four Thousand Six Hundred Thirty-Seven Dollars and Zero Cents (\$84,637.00) plus allowable contingencies.

Meeting: ENNIS CITY COMMISSION - 16 Jun 2026

Department: Public Works

Staff Contact: Douglas Taylor, Utility Operations Director

BACKGROUND INFORMATION:

The FM 85 Landfill, operating under Texas Commission on Environmental Quality Permit No. 947A, is in the final stages of closure. Completion of the closure process and formal permit revocation requires specific geoscientific, environmental, and regulatory compliance activities.

Solutient GeoSciences, Inc. has provided ongoing support for this project and possesses the technical expertise and regulatory experience necessary to complete the remaining work in Fiscal Year 2026.

FINANCIAL IMPACT:

A budget amendment has been prepared to increase funding in the Contract Services line item account (357-414-44043) to fund the FM 85 Landfill Closure Project. Payments will be made in accordance with Exhibit A.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[RESOLUTION NO.-Engineering Services Contract with Solutient GeoSciences, Inc for FM 85 Landfill Final Closure and Permit Revocation. - Pdf](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SOLUTIENT GEOSCIENCES, INC., FOR PROFESSIONAL GEOSCIENTIST SERVICES RELATED TO THE FINAL CLOSURE AND PERMIT REVOCATION FOR THE INACTIVE FM 85 LANDFILL IN A SUM NOT TO EXCEED EIGHTY-FOUR THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS AND ZERO CENTS (\$84,637.00) PLUS ALLOWABLE CONTINGENCIES.

WHEREAS, the City of Ennis (City) owns and operates the inactive landfill located on FM 85 under Texas Commission on Environmental Quality (TCEQ) Permit No. 947A; and

WHEREAS, the City is required to complete final closure activities and pursue permit revocation in accordance with TCEQ regulations; and

WHEREAS, Solutient Geosciences, Inc. has the professional qualifications, experience, and capacity to perform the necessary environmental, engineering, and compliance services required to complete the remaining closure related tasks for FY2026; and

WHEREAS, the City Commission finds that entering into a contract with Solutient Geosciences, Inc. is in the best interest of the City and necessary to ensure timely and compliant closure of the landfill.

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

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

SECTION 2: Authorizes the Mayor to execute a contract with Solutient Geosciences, Inc. for professional services related to the final closure and permit revocation.

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

G.3.

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 16th day of June, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

Solutient GeoSciences, Inc.

3800 Paluxy Drive, Suite 260

Tyler, Texas 75703

www.solutientgeosciences.com

May 28, 2026

Douglas Taylor
Director of Public Works
City of Ennis
115 W. Brown Street
Ennis, Texas 75119

Re: Proposal - FY2026 Closed Landfill Activities
City of Ennis Landfill (Inactive) - MSW Permit No. 947A
FM 85
Ennis (Ellis County), Texas

Dear Mr. Taylor:

As per your recent request, Solutient GeoSciences, Inc. (Solutient) is pleased to present the following proposal for performing professional services during the remainder of fiscal year FY2026 to perform those work tasks necessary to maintain compliance with the applicable Texas Commission on Environmental Quality (TCEQ) permits, and to move the landfill facility toward final closure and permit revocation.

Scope of Work

As we understand it, this proposal includes those work tasks necessary to maintain compliance with Municipal Solid Waste (MSW) Permit No. 947A and Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR050000 for the remainder of FY2026, as well as assessing the landfill maintenance and repair measures required to meet post-closure care requirements. Included in this proposal are the following work tasks.

- Public Notice of Inactive Landfill - In accordance with 30 TAC §39.510, the City is required to perform public notice that the landfill is listed as inactive, but anticipates re-opening at a future date. Solutient will prepare necessary form letters and newspaper clips, as well as affidavits indicating the public notice has been completed.
- Industrial Stormwater Permit Renewal - TPDES Permit No. TXR050000 expires on August 13, 2021. Because the closed landfill is listed as an industrial activity for which stormwater management is required under the permit, authorization under the renewed permit is required. The new 5-year TXR050000 will become effective on August 14, 2026, which will require submittal of a notice of intent and update of the existing Stormwater Pollution Prevention Plan (SWP3).
- Annual Groundwater Monitoring - As the landfill is listed in post-closure care, annual groundwater monitoring is required, which occurs in September. All monitoring wells will be sampled for analysis of volatile organic compounds (VOCs) and those

Douglas Taylor, City of Ennis

May 28, 2026

Page 2

- constituents listed in TCEQ Groups 2-4 as listed in Technical Guide Number 5. An annual groundwater monitoring report will be prepared and submitted to the TCEQ.
- Landfill Maintenance and Repair Budget - Prior to securing final closure of the landfill and revocation of the permit, several outstanding items have been identified for correction, including repair of final cover, leachate seeps, exposed waste, side slope failures, and stormwater drainage features. To further define these corrective action items, a site visit will be performed in June-July 2026 to conduct a drone and visual survey. The survey results and data will be evaluated to produce a scope of work for needed repairs. In turn, the scope will be used to produce a general budget to include preparation of an engineering design and drawings, and bid documents, and to perform construction management services for the repair work. The general budget will be provided to the City no later than July 31, 2026. Also during the remainder of FY2026, existing landfill records will be reviewed to prepare a closure plan certification stating the requirements for landfill closure have been met.

It is anticipated the landfill repair engineering design and drawings, bid documents, and construction management services will be performed in FY2027 under a separate proposal. Also during FY2027 or later and after completion of all repairs, a post-closure care certification will be performed and submitted to the TCEQ for approval. Once the post-closure care certification is approved, an application will be prepared and submitted to the TCEQ for voluntary revocation of the permit, which will include a TCEQ site inspection. Upon approval of the voluntary permit revocation by the TCEQ, all groundwater monitoring wells at the facility will be plugged and abandoned in accordance with 30 TAC §330.421(g). Solutient will provide a separate proposal at that time to cover such work.

The above scope of service is based on our 30 plus years of experience with TCEQ permitting and our understanding of the TCEQ's current reporting and permitting procedures. In view of the variability of the questions raised by different TCEQ reviewers, it is difficult to ascertain the level of effort on potential TCEQ comments regarding the submittals. As such, in the event TCEQ provides comments on the above described submittals, Solutient can provide responses to any comments as an additional service not included in the attached Probable Cost Estimate.

Estimated Costs

Based upon the above scope of services and our understanding of the project, we have prepared the attached Probable Cost Estimate which shows the estimated quantities of work and unit fees. It is estimated that the total cost of these services, based upon good access to the site, should not exceed \$ 84,637.00. Invoicing for the completed work will be submitted on a monthly basis and will be based on time and materials expended, as indicated on the attached Probable Cost Estimate.

The City will be notified if there is any need or necessity to change the scope of work based on any unexpected conditions encountered during the project. However, additional work will not be performed without first providing a written explanation of any change and obtaining the City's approval of any additional costs.

Douglas Taylor, City of Ennis

May 28, 2026

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We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Should you have any questions after reviewing this proposal, please don't hesitate to contact me at your convenience.

Very truly yours,
Solutient GeoSciences, Inc.
Texas Geoscience Firm Registration No. 50004



Leslie A. Jeske, P.G.
Project Manager/Hydrogeologist, License No. 670

Attach: Probable Cost Estimate

ACCEPTED AND AUTHORIZED to proceed this

_____ day of _____, 2026,

by _____
(Authorized Representative)

**PROBABLE COST ESTIMATE
May 28, 2026**

**26 Closed Landfill - Public Notice of Inactive Landfill, Industrial Stormwater Permit Renewal, Annual Groundwater Monitoring, and Closure Assessment and Repair Budget
City of Ennis Landfill (Inactive) - MSW Permit No. 947A
FM 85
Ennis (Ellis County), Texas**

Description	Quantity	Unit	Unit Rate	Cost
1. Public Notice of Inactive Landfill:				
Project Manager/Hydrogeologist	9	hour	\$ 235.00	\$ 2,115.00
			Subtotal:	\$ 2,115.00
2. Industrial Stormwater Permit Renewal:				
Project Manager/Hydrogeologist	15	hour	\$ 235.00	\$ 3,525.00
Field Vehicle	1	day	\$ 75.00	\$ 75.00
Mileage	280	mile	\$ 0.725	\$ 203.00
			Subtotal:	\$ 3,803.00
3. 2026 Annual Groundwater Monitoring:				
Project Manager/Hydrogeologist	15	hour	\$ 235.00	\$ 3,525.00
Environmental Technician	19	hour	\$ 135.00	\$ 2,565.00
Field Vehicle	1	day	\$ 75.00	\$ 75.00
Mileage	280	mile	\$ 0.725	\$ 203.00
Disposable PVC Bailer	5	each	\$ 35.00	\$ 175.00
Field Water Parameter Meter - YSI Pro Series	1	day	\$ 375.00	\$ 375.00
Water Level Meter	1	day	\$ 65.00	\$ 65.00
Analytical - VOCs & Groups 2-4 Constituents (5 wells & 1 duplicate)	6	each	\$ 875.00	\$ 5,250.00
Analytical - VOCs (1 field blank and 1 trip blank)	2	each	\$ 190.00	\$ 380.00
55-gallon Drum (if required)	1	each	\$ 110.00	\$ 110.00
			Subtotal:	\$ 12,723.00
4. Closed Landfill Closure Assessment and FY2027 Budget for Repair, Bid Documents, and Construction:				
Project Manager/Hydrogeologist	24	hour	\$ 235.00	\$ 5,640.00
Field Vehicle	2	day	\$ 75.00	\$ 150.00
Mileage	560	mile	\$ 0.725	\$ 406.00
Engineering Services for Conditions Evaluation, Drone Survey, and General Repairs Budget and Basis of Design - Parkhill	1	ls	\$ 59,800.00	\$ 59,800.00
			Subtotal:	\$ 65,996.00
			TOTAL:	\$ 84,637.00

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and reconsider Resolution No. 26-0519-F5 awarding a contract with Boardwalk Paving and Construction, LLC for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive and reject all bids for concrete repairs and storm inlets on Woodcrest Drive and Hackberry Drive so that the City may bid a contract that includes geotechnical work in association with this project.

Meeting: ENNIS CITY COMMISSION - 16 Jun 2026

Department: Public Works

Staff Contact: Douglas Taylor, Utility Operations Director

BACKGROUND INFORMATION:

The scope of the needed repairs to Woodcrest Drive and Hackberry Drive include concrete repairs and storm inlet work. In lieu of undertaking the construction work and required, associated geotechnical assessment under separate agreements, City staff asks that the Resolution be reconsidered and all bids are rejected.

This will allow for the needed geotechnical and construction activities to be coordinated through one contract to be considered in the future.

FINANCIAL IMPACT:

None at this time.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

[RESOLUTION NO 265-0519-F5-Boardwalk Paving Woodcrest and Hackberry Quote Boardwalk Paving and Construction Proposal - City of Ennis](#)
[RESOLUTION NO.-Consider reconsideration of Resolution No.26-0519-F5 Repealing the award of a contract to Boardwalk Paving, LLC for concrete repairs](#)



RESOLUTION NO. 26-0519-F5

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BOARDWALK PAVING AND CONSTRUCTION, LLC FOR THE CONCRETE REPAIRS AND STORM INLETS ON WOODCREST DRIVE AND HACKBERRY DRIVE IN A SUM NOT TO EXCEED FIFTY-EIGHT THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND ZERO CENTS (\$58,364.00), AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City Commission wishes to maintain their streets and roadways; and

WHEREAS, the funding for this project will be provided through the Streets and Roadway Maintenance account; and

WHEREAS, the Public Works Department contacted six (6) vendors for pricing, of which two (2) did not respond, and one (1) declined to bid; and

WHEREAS, the City received three responsive quotes, and Boardwalk Paving and Construction, LLC submitted the proposal that best met project specifications, schedule requirements, and pricing expectations, and was therefore identified as the approved bidder.

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

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

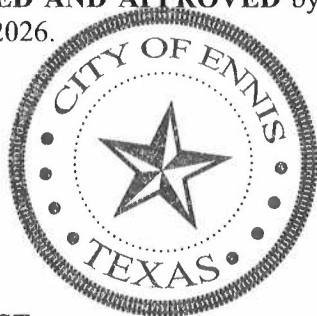
SECTION 2: Authorizes the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for the repairs on Woodcrest Drive and Hackberry Drive.

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 May, 2026.



A handwritten signature in black ink, appearing to read "David Espedal", is written over a horizontal line.

DAVID ESPEDAL, Mayor Pro Tem

ATTEST:

A handwritten signature in blue ink, appearing to read "Angie Wade", is written over a horizontal line.

ANGIE WADE, City Secretary

From: [Luke Russell](mailto:Luke.Russell)
To: ewillis@ennistx.gov
Cc: mark@boardwalkpaving.com; [Stephanie Nance](mailto:Stephanie.Nance)
Subject: City of Ennis TX Concrete Quote
Date: Monday, May 4, 2026 3:34:30 PM
Attachments: [Outlook-lfxtdvdsd.png](#)

Ernest,

Please allow **\$58,364.00** plus taxes if applicable for the following:

Woodcrest Dr. Repairs:

702 Woodcrest – 21' X 6' X 7" = 2.72 cu. yds.

710 Woodcrest – 23' X 13' X 7" = 6.46 cu. yds

717 Woodcrest – 13' X 15' X 7" = 4.21 cu. yds

800 Woodcrest – 30' X 26' X 7" = 16.85 cu. yds

808 Woodcrest – 6' X 6' X 7" = 0.78 cu. yds

19' X 13' X 7" = 5.34 cu. yds

902 Woodcrest - 12' X 9' X 7" = 2.33 cu. yds

16' X 26' X 7" = 8.99 cu. yds

Curb #1 8' Long = 0.18 cu. yds

Curb #2 8' Long = 0.18 cu. yds

Near Mailbox 13' X 9' X 7" = 2.53 cu. yds

906 Woodcrest - 15' X 17' X 7" = 5.51 cu. yds

Not marked - 5' X 3' X 7" = 0.32 cu. yds

Near ADA Ramp – 5' X 3' X 7" = 0.32 cu. yds

2 Storm inlet lids on Hackberry near Woodcrest intersection. (Both sides of Roadway)

11' X 4' X 6" = 0.81 cu. yds

11' X 4' X 6" = 0.81 cu. yds

Total Cu. Yds. = 58.34

Boardwalk will have in house Traffic control set up, saw cut existing, remove, pour back to city specs. Come back to clean up work area.

*****We also now carry steel road plates, same day quick delivery, variety of sizes *****call or text 972 900 2094 ask for Luke Russell, plates delivered 24/7 365

Thanks

“Boardwalk Paving & Construction, LLC (“Contractor”) shall perform only the work expressly described in this written proposal. Any work not specifically listed is excluded; however, additional work requested or authorized by Owner, general contractor, HOA representative, inspector, or other governing authority, whether verbally in the field, by directive, or by site instruction, shall constitute extra work and shall be billable as additional compensation. Field tickets, daily reports, superintendent logs, email correspondence, or documented inspector directives shall be sufficient evidence of authorization. Verbal statements or prior discussions shall not expand the original scope without corresponding compensation. Unless expressly included, the following are excluded: flowable fill, high early concrete, pavement striping or markings, sealants, traffic control, permits and associated fees, testing, surveying, engineering, landscaping, irrigation restoration, steel plates, or specialty/regulatory requirements. If any governing authority, municipality, inspector, owner, HOA, general contractor, or other third party requires additional work, material upgrades, depth changes, expanded limits, or compliance modifications after execution of this proposal, such requirements shall constitute additional work and may result in an adjustment to price and schedule. Pricing is based on reasonable visual inspection and assumptions regarding existing depths, thicknesses, base conditions, and soil stability. If actual site conditions differ from those reasonably anticipated, including but not limited to increased asphalt or concrete thickness, unsuitable subgrade, additional base removal, obstructions, roots, unknown structures, or expanded work areas, Contractor reserves the right to adjust pricing and schedule accordingly.

Underground conditions cannot be fully identified prior to excavation. The contracting party is solely responsible for identifying and clearly marking all private utilities and subsurface improvements, including but not limited to irrigation systems, sprinkler lines, valves, wiring, drainage piping, electrical lines, plumbing lines, gas lines not located by 811, and any other underground installations. Contractor shall not be liable for damage to unmarked or improperly marked private utilities or subsurface improvements. If Contractor elects to perform repairs to damaged utilities or irrigation systems, such repairs shall be treated as additional work and billed accordingly. Contractor is not responsible for pre-existing cracks, structural deficiencies, cosmetic blemishes, minor incidental surface disturbance, settlement due to unstable soils, landscape replacement, water loss, system reprogramming, loss of use, delay damages, or consequential or third-party damages. Work is subject to weather conditions and events beyond Contractor’s control. Contractor’s total liability, if any, shall not exceed the contract amount for the specific work performed. Acceptance of this proposal constitutes agreement to these terms and conditions.”Quote valid for 30 days.

If the actual scope of work differs from what you see here written, please let me know and we

G.4.

will revise the quote to reflect these changes.

Thank you,

	Luke Russell
	Boardwalk Paving & Construction Boardwalk Plating Boardwalk Concrete Sawing Blue Construction Equipment C. 972-469-1250 O. 972-907-1133 F. 972-278-0661 Boardwalkpaving.com 2830 S Jupiter, Garland, TX 75041

G.4.



Boardwalk Paving & Construction LLC
 Boardwalk Plating LLC
 Boardwalk Concrete Sawing LLC
 Blue Construction Equipment LLC

cell 972.907.1133
 office 972.278.8135
 2830 S. Jupiter Rd Garland, TX 75041
 boardwalkpaving.com

City of Ennis- Concrete Quote

5/7/2026

Overview

Boardwalk Paving & Construction submits this bid with the intention of improving street conditions at Woodcrest Dr Ennis, TX

Scope

- Ernest,
-
- Please allow **\$58,364.00** plus taxes if applicable for the following:
-
- Woodcrest Dr. Repairs:
- 702 Woodcrest – 21' X 6' X 7" = 2.72 cu. yds.
- 710 Woodcrest – 23' X 13' X 7" = 6.46 cu. yds
- 717 Woodcrest – 13' X 15' X 7" = 4.21 cu. yds
- 800 Woodcrest – 30' X 26' X 7" = 16.85 cu. yds
- 808 Woodcrest – 6' X 6' X 7" = 0.78 cu. yds
- 19' X 13' X 7" = 5.34 cu. yds
- 902 Woodcrest - 12' X 9' X 7" = 2.33 cu. yds
- 16' X 26' X 7" = 8.99 cu. yds
- Curb #1 8' Long = 0.18 cu. yds
- Curb #2 8' Long = 0.18 cu. yds
- Near Mailbox 13' X 9' X 7" = 2.53 cu. yds
- 906 Woodcrest - 15' X 17' X 7" = 5.51 cu. yds
- Not marked - 5' X 3' X 7" = 0.32 cu. yds
- Near ADA Ramp – 5' X 3' X 7" = 0.32 cu. yds
- 2 Storm inlet lids on Hackberry near Woodcrest intersection. (Both sides of Roadway)
- 11' X 4' X 6" = 0.81 cu. yds
- 11' X 4' X 6" = 0.81 cu. yds
- Total Cu. Yds. = 58.34
- Boardwalk will have in house Traffic control set up, saw cut existing, remove, pour back to city specs. Come back to clean up work area.

"Boardwalk Paving & Construction, LLC ("Contractor") shall perform only the work expressly described in this written proposal. Any work not specifically listed is excluded; however, additional work requested or authorized by Owner, general contractor, HOA representative, inspector, or other governing authority, whether verbally in the field, by directive, or by site instruction, shall constitute extra work and shall be billable as additional compensation. Field tickets, daily reports, superintendent logs, email correspondence, or documented inspector directives shall be sufficient evidence of authorization. Verbal statements or prior discussions shall not expand the original scope without corresponding compensation. Unless expressly included, the following are excluded: flowable fill, high early concrete, pavement striping or markings, sealants, traffic control, permits and associated fees, testing, surveying, engineering, landscaping, irrigation restoration, steel plates, or specialty/regulatory requirements. If any governing authority, municipality, inspector, owner, HOA, general contractor, or other third party requires additional work, material upgrades, depth changes, expanded limits, or compliance modifications after execution of this proposal, such requirements shall constitute additional work and may result in an adjustment to price and schedule. Pricing is based on reasonable visual inspection and assumptions regarding existing depths, thicknesses, base conditions, and soil stability. If actual site conditions differ from those reasonably anticipated, including but not limited to increased asphalt or concrete thickness, unsuitable subgrade, additional base removal, obstructions, roots, unknown structures, or expanded work areas, Contractor reserves the right to adjust pricing and schedule accordingly.

Underground conditions cannot be fully identified prior to excavation. The contracting party is solely responsible for identifying and clearly marking all private utilities and subsurface improvements, including but not limited to irrigation

G.4. Systems, sprinkler lines, valves, wiring, drainage piping, electrical lines, plumbing lines, gas lines not located by 811, and any

other underground installations. Contractor shall not be liable for damage to unmarked or improperly marked private utilities or subsurface improvements. If Contractor elects to perform repairs to damaged utilities or irrigation systems, such repairs shall be treated as additional work and billed accordingly. Contractor is not responsible for pre-existing cracks, structural deficiencies, cosmetic blemishes, minor incidental surface disturbance, settlement due to unstable soils, landscape replacement, water loss, system reprogramming, loss of use, delay damages, or consequential or third-party damages. Work is subject to weather conditions and events beyond Contractor's control. Contractor's total liability, if any, shall not exceed the contract amount for the specific work performed. Acceptance of this proposal constitutes agreement to these terms and conditions."Quote valid for 30 days.

Signature: _____ Date: _____
Signature: _____ Date: _____

Luke Russell
luke@boardwalkpaving.com
972-907-1133
2830 South Jupiter Road, Garland, TX 75041
www.boardwalkpaving.com

We always leave a job site better than before we were there, we strive for greatness in all aspects of the construction process and pride ourselves on exceptional work and a perfectionist mentality.



RESOLUTION NO.

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS REPEALING THE AWARD OF A CONTRACT WITH BOARDWALK PAVING AND CONSTRUCTION, LLC FOR CONCRETE REPAIRS AND STORM INLETS ON WOODCREST DRIVE AND HACKBERRY DRIVE APPROVED UNDER RESOLUTION NO. 26-0519-F5 ON MAY 19, 2026, IN THE AMOUNT OF FIFTY EIGHT THOUSAND THREE HUNDRED SIXTY FOUR DOLLARS AND ZERO CENTS (\$58,364.00); CONSIDER RECONSIDERATION OF RESOLUTION NO. 26-0519-F5 AWARDED A CONTRACT WITH BOARDWALK PAVING AND CONSTRUCTION, LLC FOR CONCRETE REPAIRS AND STORM INLETS ON WOODCREST DRIVE AND HACKBERRY DRIVE AND REJECT ALL BIDS FOR CONCRETE REPAIRS AND STORM INLETS ON WOODCREST DRIVE AND HACKBERRY DRIVE SO THAT THE CITY MAY BID A CONTRACT THAT INCLUDES GEOTECHNICAL WORK IN ASSOCIATION WITH THIS PROJECT.

WHEREAS, the City Commission wishes to maintain its streets and roadways; and

WHEREAS, the Public Works Department solicited pricing from six (6) vendors for concrete repairs and storm inlet work on Woodcrest Drive and Hackberry Drive (the "Project"), of which two (2) did not respond and one (1) declined to bid; and

WHEREAS, three (3) responsive quotes were received and Boardwalk Paving and Construction, LLC submitted the proposal that best met project specifications, schedule requirements, and pricing expectations at a sum not to exceed Fifty-Eight Thousand Three Hundred Sixty-Four Dollars and Zero Cents (\$58,364.00); and

WHEREAS, the City Commission approved Resolution No. 26-0519-F5 on May 19, 2026, authorizing the Mayor to execute a contract with Boardwalk Paving and Construction, LLC for the Project in an amount not to exceed \$58,364.00; and

WHEREAS, subsequent to that award, Staff determined that the work associated with the Project falls within the scope of the City's existing annual street repair contract; and

WHEREAS, City staff received direction from Commission to include geotechnical work as part of this project scope

WHEREAS, Staff recommends repealing the award to Boardwalk Paving and Construction, LLC and directing city staff to advertise a contract that includes all geotechnical work associated with the repairs on Woodcrest Drive and Hackberry Drive.

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

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

SECTION 2: 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 any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 3: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 16th day of June, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider a Resolution of Support of the City Commission of the City of Ennis, Texas, authorizing the submission of one or more eligible census tracts within the City of Ennis for consideration under the State of Texas Opportunity Zone 2.0 designation process, and authorizing staff to prepare and submit the required nomination materials to the Office of the Governor.

Meeting: ENNIS CITY COMMISSION - 16 Jun 2026

Department: Economic Development

Staff Contact: Miriam Castillo, Economic Development Director

BACKGROUND INFORMATION:

The State of Texas, through the Office of the Governor Economic Development & Tourism Office, is currently accepting nominations for the Opportunity Zone 2.0 designation process. Opportunity Zones are intended to encourage long-term private investment and redevelopment in qualifying census tracts through federal tax incentives.

Census Tract 48139061401 within the City of Ennis was designated as an Opportunity Zone under the original 2018 Opportunity Zone program (Opportunity Zone 1.0). Under the updated Opportunity Zone 2.0 framework, existing designations are not automatically renewed and must be reconsidered through a new state nomination process. Opportunity Zone 2.0 establishes a decennial designation cycle, whereby governors may nominate eligible census tracts every ten years, with new designations becoming effective January 1, 2027 and remaining in effect through January 1, 2037. Existing Opportunity Zone 1.0 designations remain active through December 31, 2028, creating a two-year overlap period.

Staff has identified Census Tract 48139061401 for reconsideration under the new program, as well as eligible Census Tracts 48139061500 and 48139061600 for nomination consideration.

Approval of the proposed resolution would authorize support for the nomination process and allow staff to prepare and submit the required materials to the State of Texas for consideration.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends approval this item.

G.5.

ATTACHMENTS:

[RESOLUTION NO.-Resolution supporting Texas Opportunity Zone 2.0 Nominations - Pdf](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, SUPPORTING PARTICIPATION IN THE TEXAS OPPORTUNITY ZONE 2.0 PROGRAM; AUTHORIZING THE SUBMISSION OF ONE OR MORE ELIGIBLE CENSUS TRACTS WITHIN THE CITY OF ENNIS FOR CONSIDERATION UNDER THE STATE OF TEXAS OPPORTUNITY ZONE 2.0 NOMINATION PROCESS AND AUTHORIZING STAFF TO PREPARE AND SUBMIT THE REQUIRED NOMINATION MATERIALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Opportunity Zone Program was established to encourage long-term private investment and economic development in qualifying census tracts through federal tax incentives; and

WHEREAS, the State of Texas, through the Office of the Governor Economic Development & Tourism Office, is accepting nominations for the Opportunity Zone 2.0 designation process; and

WHEREAS, the Ennis City Commission recognizes the potential economic development, redevelopment, infrastructure, housing, downtown revitalization, and investment attraction opportunities associated with Opportunity Zone designation; and

WHEREAS, 48139061401 was previously designated as an Opportunity Zone under the original Opportunity Zone 1.0 program, and the City desires to request reconsideration of said tract under the Opportunity Zone 2.0 designation process; and

WHEREAS, Census Tracts 48139061500 and 48139061600 have been identified as eligible tracts for consideration under the Opportunity Zone 2.0 process; and

WHEREAS, the City Commission finds that supporting the nomination and reconsideration of these census tracts is in the best interest of promoting economic growth, redevelopment, and strategic investment opportunities within 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 supports participation in the Texas Opportunity Zone 2.0 nomination process administered through the Office of the Governor Economic Development & Tourism Office.

SECTION 2: The City Commission hereby requests that the Office of the Governor reconsider Census Tract 48139061401 for designation under the Opportunity Zone 2.0 program.

SECTION 3: The City Commission hereby supports the nomination of eligible Census Tracts 48139061500 and 48139061600 for consideration under the Opportunity Zone 2.0 designation process.

SECTION 4: The City Commission authorizes City staff and/or the Ennis Economic Development Corporation to prepare, coordinate, and submit the necessary nomination materials and supporting documentation associated with the Opportunity Zone 2.0 process.

SECTION 5: This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointing a City Commissioner to serve as liaison to the Historic Landmark Commission.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

Pursuant to Section B.4. of the City Commission Rules and Procedures, City 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.

Commissioner Shirley Watson previously served as the City Commission liaison to the Historic Landmark Commission. Commissioner Watson termed out in May 2026 and is no longer a member of the Ennis City Commission. As a result, the liaison position for the Historic Landmark Commission is currently vacant.

This agenda item is presented for discussion and consideration of appointing a City Commissioner to serve as liaison to the Historic Landmark Commission.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider an appointment to the Historic Landmark Commission.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

Pursuant to Article 2, Section 2.5.2, of the City of Ennis Unified Development Ordinance, the Historic Landmark Commission (HLC) shall consist of seven (7) regular members and two (2) alternate members.

The HLC currently has one vacancy with a term expiring July 31, 2027. The purpose of this item is to discuss and consider an appointment to fill the unexpired term ending July 31, 2027.

ATTACHMENTS:

[Application - Mary Gilmore - Pdf_Redacted](#)
[Application - Patrick Isom - Pdf_Redacted](#)



BC 26-09

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: April 1, 2026

Primary Choice: PLANNING AND ZONING COMMISSION

Name: Mary Gilmore

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Michael

Children's Ages: 56,47

Job Title/Occupation: retired nurse

Employer: N/A

Employer Address: N/A

Business Phone: N/A

Resident of City (years): 25

Registered Voter: Yes

Resident of Texas (years): 53

Ward Number: Ward 3

Primary Choice: PLANNING AND ZONING COMMISSION

Secondary Choice(s): HISTORIC LANDMARK COMMISSION

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

Ennis Soccer Association Secretary

Also interested in KEB

Community Service (Past/Present Memberships and Offices Held):

Ennis Parks and Recreation Member

Gregg County Child Welfare Board

Ennis Soccer Association Referee and Assessor

Also interested in KEB

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

Acquaintance of:

Linda Isabell and Charlene Russell

Also interested in KEB

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

G.7.

Signature of Applicant: Mary Gilmore

Date of Signature: April 1, 2026



BC 26-01

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: January 9, 2026

Primary Choice: HISTORIC LANDMARK COMMISSION

Name: Patrick Isom

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Shannon Isom

Children's Ages: 28, 25, 22

Job Title/Occupation: Team Manager Global Software Co

Employer: Ringdale Inc.

Employer Address: 310 West Denton Street

Business Phone:

Resident of City (years): 1.5

Registered Voter: Yes

Resident of Texas (years): 59

Ward Number: Ward 4

Primary Choice: HISTORIC LANDMARK COMMISSION

Secondary Choice(s): Kaufman Development District Board

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

None

Community Service (Past/Present Memberships and Offices Held):

None

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

David Sacha, Bruce Fowler, Logan Treadaway

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: Patrick Isom

Date of Signature: January 9, 2026

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointments to the Zoning Board of Adjustment.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

Pursuant to Article 2, Section 2.4.2 of the City of Ennis Unified Development Ordinance, the Zoning Board of Adjustment consists of five (5) regular members and two (2) alternate members. Alternate members shall act in the absence of any regular member.

This item is to consider appointments to fill two alternate member terms, with each term expiring July 31, 2027.

ATTACHMENTS:

[Application - Becky Herrera_Redacted](#)
[Application - Larry Treadaway_Redacted](#)



BC 26-15

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: June 4, 2026

Primary Choice: ZONING BOARD OF ADJUSTMENT

Name: Becky Herrera

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Kelly

Children's Ages: 32 & 39

Job Title/Occupation: Realtor

Employer: City Real Estate

Employer Address: 101 NW Main St
Ennis, TX 75119

Business Phone:

Resident of City (years): 4

Registered Voter: Yes

Resident of Texas (years): 61

Ward Number: Ward 2

Primary Choice: ZONING BOARD OF ADJUSTMENT Secondary Choice(s):

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

Zoning Board of Adjustments

Community Service (Past/Present Memberships and Offices Held):

Volunteer for Bluebonnet Festival, Cinco De Mayo Festival. Our office does the Santa pictures for the Christmas parade events.

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

I know a lot of them. Jorge and Erika have been wonderful to work with.

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: Becky Herrera

Date of Signature: June 4, 2026



BC 26-07

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: March 16, 2026

Primary Choice: Board of Adjustment

Name: Larry Treadaway

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: n/a

Children's Ages: n/a

Job Title/Occupation: student

Employer: n/a

Employer Address: n/a

Business Phone: 9729355787

Resident of City (years): 28

Registered Voter: Yes

Resident of Texas (years): 28

Ward Number: Ward 1

Primary Choice: Board of Adjustment

Secondary Choice(s): PLANNING AND ZONING COMMISSION

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

Ennis Heritage Society, Ellis County Historical Commission, Ennis Historic Landmark

Community Service (Past/Present Memberships and Offices Held):

Ennis Heritage Society, Ellis County Historical Commission, Ennis Historic Landmark

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

n/a

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: Logan Treadaway

Date of Signature: March 16, 2026

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointments to the Crime Control and Prevention District Board.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

The City of Ennis Crime Control and Prevention District (CCPD) Board of Directors is authorized under Texas Local Government Code Chapter 363. Directors are appointed under subsection 1015(b), with each City Commissioner appointing one member to serve on the CCPD Board, and with the appointed member serving a term concurrent with that of the appointing City Commissioner. A City Commissioner may appoint themselves to serve in the position or appoint another individual on their behalf.

Following the recent election and seating of newly elected City Commission members, appointments are required for the positions associated with Mayor Pro Tem Espedal and Commissioner Polk.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointing Commissioner Polk to the Kaufman Development District Board.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

Pursuant to Ordinance No. 16-1107-18, Section 4, the Kaufman Development District Board is comprised of representatives from the City Commission, Economic Development Corporation, Chamber of Commerce, Planning & Zoning Commission, property owners, and other individuals as recommended by the Mayor and appointed by the City Commission.

As the Kaufman Development District is located within Ward 4, Commissioner Polk is being recommended for appointment to serve as the City Commission representative on the Kaufman Development District Board.

RECOMMENDATION:

Staff recommends appointing Commissioner Polk.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider appointments to the Keep Ennis Beautiful Board.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

Pursuant to Article IV, Section 1 of the Keep Ennis Beautiful Board (KEB) bylaws, the Board shall be composed of not fewer than five (5) and not more than seven (7) voting members appointed by the Mayor and approved by the City Commission.

The Keep Ennis Beautiful Board currently has three active members. In order to meet the minimum membership requirements established by the bylaws and ensure continued operation of the Board, two additional members are being considered for appointment to fill unexpired terms ending December 31, 2026.

RECOMMENDATION:

Staff recommends making no less than two appointments to the KEB Board.

ATTACHMENTS:

- [Application - David Barnett - Pdf_Redacted](#)
- [Application - Danielle Delgado - Pdf_Redacted](#)
- [Application - Mary Gilmore - Pdf_Redacted](#)
- [Application - Ginger Gonzales - Pdf_Redacted](#)
- [Application - Aaron Laza - Pdf_Redacted](#)



BC 26-11

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: May 12, 2026

Primary Choice: KEEP ENNIS BEAUTIFUL

Name: David Barnett

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: none

Children's Ages: none

Job Title/Occupation: Water aplant Operator

Employer: City of Ennis

Employer Address: 107 N. Sherman St, Ennis TX 75119

Business Phone:

Resident of City (years): 13

Registered Voter: Yes

Resident of Texas (years): 57

Ward Number: Ward 5

Primary Choice: KEEP ENNIS BEAUTIFUL

Secondary Choice(s):

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

none

Community Service (Past/Present Memberships and Offices Held):

Keep Ennis Beautiful. City of Ennis volunteer

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

none

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: David Barnett

Date of Signature: May 12, 2026



BC 26-12

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: May 19, 2026

Primary Choice: KEEP ENNIS BEAUTIFUL

Name: Danielle Delgado

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Efrain Delgado

Children's Ages: Daughter 21 son 5

Job Title/Occupation: Scheduling Coordinator

Employer: Single Digits

Employer Address: 4 Bedford Farms Dr Suite 210
Bedford NH 03110

Business Phone:

Resident of City (years): 3

Registered Voter: Yes

Resident of Texas (years): 27

Ward Number: Ward 5

Primary Choice: KEEP ENNIS BEAUTIFUL

Secondary Choice(s):

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

N/A

Community Service (Past/Present Memberships and Offices Held):

N/A

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

N/A

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: Danielle Delgado

Date of Signature: May 19, 2026



BC 26-09

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: April 1, 2026

Primary Choice: PLANNING AND ZONING COMMISSION

Name: Mary Gilmore

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Michael

Children's Ages: 56,47

Job Title/Occupation: retired nurse

Employer: N/A

Employer Address: N/A

Business Phone: N/A

Resident of City (years): 25

Registered Voter: Yes

Resident of Texas (years): 53

Ward Number: Ward 3

Primary Choice: PLANNING AND ZONING COMMISSION

Secondary Choice(s): HISTORIC LANDMARK COMMISSION

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

Ennis Soccer Association Secretary

Also interested in KEB

Community Service (Past/Present Memberships and Offices Held):

Ennis Parks and Recreation Member

Gregg County Child Welfare Board

Ennis Soccer Association Referee and Assessor

Also interested in KEB

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

Acquaintance of:

Linda Isabell and Charlene Russell

Also interested in KEB

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

G.11.

Signature of Applicant: Mary Gilmore

Date of Signature: April 1, 2026



BC 26-10

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: April 29, 2026

Primary Choice: KEEP ENNIS BEAUTIFUL

Name: Ginger Gonzales

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Richard Gonzales

Children's Ages: 21, 25, 32

Job Title/Occupation: Recreation Supervisor

Employer: City of Lancaster

Employer Address: 1700 Veterans Memorial Pkwy,
Lancaster, TX 75134

Business Phone: 972-218-3700

Resident of City (years): 18

Registered Voter: Yes

Resident of Texas (years): 51

Ward Number: N/A

Primary Choice: KEEP ENNIS BEAUTIFUL

Secondary Choice(s): Tourism

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

Keep Texas Beautiful affiliate

Community Service (Past/Present Memberships and Offices Held):

Mentors Care

Keep Ennis Beautiful

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

Previous City of Ennis employee for 10+ years.

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: Ginger Gonzales

Date of Signature: April 29, 2026



BC 26-06

City of Ennis

BOARD/COMMISSION APPLICATION

Date Submitted: February 28, 2026

Primary Choice: Main Street Board

Name: Aaron Laza

Date of Birth: [REDACTED]

Email Address: [REDACTED]

Spouse's Name: Latoya

Children's Ages: 13,16

Job Title/Occupation: Maintenance Mechanic

Employer: Dart Container

Employer Address: 850 Solon Rd Waxahachie Tx 75165

Business Phone: 972-937-7270

Resident of City (years): 37

Registered Voter: Yes

Resident of Texas (years): 37

Ward Number: Ward 5

Primary Choice: Main Street Board

Secondary Choice(s): Keep Ennis Beautiful

Have you ever attended a meeting of the board or commission you are applying for? Yes No

Professional Organizations (Past/Present Memberships and Offices Held):

N/a

Community Service (Past/Present Memberships and Offices Held):

N/a

List personal or business relationships you have with the City, the Mayor, City Commissioners, or other board/commission members.

None

APPLICATION AGREEMENT

By signing (entering my name) below, I hereby certify that the information given by me in this application is true and complete. I understand and agree that any false information or misrepresentation is sufficient grounds for disqualification. I understand and agree that all information provided in this application may be verified by the City of Ennis.

Signature of Applicant: Aaron Laza

Date of Signature: February 28, 2026

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider reappointments to the Airport Advisory Board.
Meeting: ENNIS CITY COMMISSION - 16 Jun 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, Deputy City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2-61 of the City of Ennis Code of Ordinances, the Airport Advisory Board shall consist of seven (7) members appointed by the Mayor, with the advice and consent of the City Commission. Members serve two-year terms and continue to serve until their successors are appointed and qualified.

The terms of Jeffrey Arnold, Roy Callender, and Casey Hendrix, expired on May 15, 2026. All three members have expressed their willingness to continue serving and are being considered for reappointment to the Airport Advisory Board.

Reappoint for terms expiring May 15, 2028:

- Jeffrey Arnold
- Roy Callender
- Casey Hendrix

RECOMMENDATION:

Staff recommends reappointing Jeffrey Arnold, Roy Callender, and Casey Hendrix.

ATTACHMENTS:

- [Arnold 2026 - redacted](#)
- [Callender 2026 - Redacted](#)
- [Hendrix 2026 Redacted](#)



BOARD AND COMMISSION REAPPOINTMENT INTEREST FORM

Board or Commission Name: Airport Board Date: 05/19/2026

Do you wish to be considered for reappointment: Yes No

If you answered NO, please sign your name at the bottom and return this form to the City Secretary.

Name: Roy Callender

Address: _____ Apt # _____ Zip: 75119

Home Phone: _____ Cell Phone: _____

Email Address: _____

Please answer the following:

How long have you served on this Board or Commission? Less than a year

Why do you wish to be reappointed by the Mayor and City Commission?

To assist in airport population

What other information should be considered for your reappointment? (Examples: Ways in which you have contributed; Positions served on the board, etc...)

Increase airport population

In accordance with the City of Ennis Boards and Commissions Appointment Procedures please initial your acknowledgement of the following statements:

Bc I understand the commitment required for this reappointment and that excessive absences will be grounds for removal from board.

Bc I understand that I am responsible for completing the required Open Government training.

Signature: Roy Callender

Date: 05/19/2026

Please return completed and signed form to: City of Ennis
Attn: City Secretary
PO Box 220
Ennis, TX 75120

Or email to: awade@ennistx.gov

Internal Use Only:
Meetings: _____ Absences: _____
Recommendation to Commission: _____
Staff Signature: _____



The bluebonnet spirit of Texas

BOARD AND COMMISSION REAPPOINTMENT INTEREST FORM

Board or Commission Name: Airport Advisory Date: 5/29/26

Do you wish to be considered for reappointment: Yes No

If you answered NO, please sign your name at the bottom and return this form to the City Secretary.

Name: Casey Hendrix

Address: [Redacted] Ennis TX Apt # _____ Zip: 75119

Home Phone: _____ Cell Phone: [Redacted]

Email Address: [Redacted]

Please answer the following:

How long have you served on this Board or Commission? 1 Term

Why do you wish to be reappointed by the Mayor and City Commission?
To continue our mission of helping make F41 the BEST GA airport.

What other information should be considered for your reappointment? (Examples: Ways in which you have contributed; Positions served on the board, etc...)

As secretary I have diligently attended and contributed to board meetings.

In accordance with the City of Ennis Boards and Commissions Appointment Procedures please initial your acknowledgement of the following statements:

CH I understand the commitment required for this reappointment and that excessive absences will be grounds for removal from board.

CH I understand that I am responsible for completing the required Open Government training.

Signature: [Handwritten Signature] Date: 5/29/26

Please return completed and signed form to: City of Ennis
Attn: City Secretary
PO Box 220
Ennis, TX 75120

Or email to: awade@ennistx.gov

Internal Use Only:

Meetings: _____ Absences: _____

Recommendation to Commission: _____

Staff Signature: _____