ENNIS CITY COMMISSION AGENDA
TUESDAY, JULY 21, 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. PRESENTATIONS

B.1. City of Ennis Employee of the Month
- Andrew Derrick, Sign Shop/Street Light Technician/Concrete Finisher

B.2. City of Ennis New Employee Recognition

B.3. Union Pacific Railroad (UPRR) Underpass Project Status

B.4. Bluebonnet Trails Festival Closeout

C. CITIZENS PUBLIC COMMENT PERIOD

The City Commission invites citizens to address the Commission on any topic not already scheduled for a Public Hearing. Citizens wishing to speak should complete a "Citizen Comment Period" form and present it to the City Secretary prior to the meeting. Speakers are limited to 3 minutes. In accordance with the Texas Open Meetings Act, the City Commission cannot take action on items not listed on the agenda. However, your concerns may be addressed by City Staff, placed on a future agenda, or responded to by some other course.

D. COMMISSIONER UPDATES

Pursuant to Texas Government Code Section 551.0415 the Mayor and Commission may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Commission events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

E. CONSENT ITEMS

E.1. Approval of the June 9, 2026, Ennis City Commission Special Meeting Minutes.

CC Minutes - June 9, 2026 Special Meeting

E.2. Approval of the June 16, 2026, Ennis City Commission Regular Meeting Minutes.

CC Minutes - June 16, 2026 Regular Meeting

E.3. Approval of the July 7, 2026, Ennis City Commission Workshop Minutes.

CC Minutes - July 7, 2026 Workshop

E.4. Approval of a Resolution of the City Commission of the City of Ennis, Texas, increasing the Base Salary for the City Manager; and providing an effective date.

Resolution - City Manager Compensation

E.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute the updated sewer contract with the City of Garrett, titled Contract for Sanitary Sewer Services Between the City of Ennis and the City of Garrett, establishing a five-year term with automatic five-year renewals and a ninety (90) day notice requirement for termination or renegotiation, and authorizing the City Manager or designee to execute any documents in connection therewith.

City of Garrett Sewer Contract Update

E.6. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the renewal of the OpenGov cloud-based software suite, maintenance, and support services from Vertosoft, LLC, through Texas Department of Information Resources Cooperative Purchasing Contract DIR-CPO-5327, for an additional one-year term in an amount not to exceed One Hundred Seventy-Three Thousand Four Hundred Six Dollars and Sixty-Three Cents ($173,406.63); and authorizing the City Manager to execute Amendment No. 1 and any documents in connection therewith.

OpenGov One-Year Contract Renewal

E.7. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing a one-year extension of the Christmas Tree Lights and Decor Agreement with Klahn Designs, LLC dba Outdoor Lighting Perspectives of East Dallas in an amount not to exceed Fifty Thousand One Hundred Twenty Dollars ($50,120.00); and authorizing the City Manager or Designee to execute any documents in connection therewith.

Christmas Lights and Decor One-Year Contract Renewal

E.8. Approval of an Ordinance accepting and approving the annual update to the Service and Assessment Plan, including the Assessment Roll, for the Prairieview Public Improvement District in accordance with Texas Local Government Code 372.013, as amended.

2026 Annual SAP Update - Prairieview PID

E.9. Approval of an Ordinance accepting and approving the annual update to the Service and Assessment Plan, including the Assessment Roll, for The Hollow Public Improvement District in accordance with Texas Local Government Code 372.013, as amended.

2026 Annual SAP Update - Hollow PID

F. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

F.1. Receive a presentation from the Charter Review Committee Chair regarding the committee's recommended amendments to the City Charter; discuss the recommendations; provide direction to staff, as appropriate; and take any necessary

action.

Presentation from Charter Review Committee

F.2. Discuss and consider authorizing the Mayor of the City of Ennis, Texas, to execute a Letter of Interest expressing the City's desire to explore an interlocal partnership with the City of Waxahachie and additional local government partners for the potential joint construction and operation of a regional animal shelter and adoption center.

Letter of Interest for Joint Animal Shelter

F.3. 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 General Fund for Downtown Events in the amount of $45,000.00.

Budget Amendment - Downtown Events

F.4. Receive a report, hold a discussion and take action on an Ordinance considering all matters incident and related to the issuance, sale and delivery of “City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A” authorizing the issuance of said Certificates; approving and authorizing instruments and procedures relating to said Certificates; and enacting other provisions relating to the subject.

2026A Certificate of Obligation

F.5. Receive a report, hold a discussion and take action on an Ordinance considering all matters incident and related to the issuance, sale and delivery of “City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B” authorizing the issuance of said Certificates; approving and authorizing instruments and procedures relating to said Certificates; and enacting other provisions relating to the subject.

2026B Certificate of Obligation

F.6. Receive a report, hold a discussion and take action on a Resolution approving the execution and delivery of a Principal Forgiveness Agreement with the Texas Water Development Board for water system improvements for lead service line replacement; and resolving other matters relating to the subject.

TWDB Principal Forgiveness Agreement

F.7. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, approving a bid award for the Lead Service Line Replacement (LSLR) Engineer Project to Freese and Nichols, Inc, and authorizing the Mayor to execute Task Order Ten (FNI-TO-10) with Freese and Nichols, Inc. under the Master Contract for Professional Services, authorized by Resolution No. 25-0715-G3, in an amount not to exceed One Million Eighteen Thousand Fifty-Five Dollars and Zero Cents ($1,018,055.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

FNI-TO-10 Lead Service Line Replacement (LSLR) Project

F.8. Discuss and consider an Ordinance amending the Wastewater Pretreatment Ordinance No. 26-0217-F4, Chapter 18, Article VI - Wastewater Pretreatment, Division 2, General Sewer Requirements, Section 18-175, Specific Pollutant Limitations, to modify limits of oil and grease, add BOD, TSS, and COD, and add a compliance resolution period for existing industrial users; and Division 15, Surcharge Costs, Section 18-312, Computation Of Surcharge, to add “Notice Of Violation”; and changing “Utilities Director” and “Utilities Director Or Designee” to “Public Works

Director" or "Public Works Director Or Designee" throughout.

Wastewater Pretreatment Ordinance

F.9. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, approving Task Order Nine (FNI-TO-9): Water Master Plan and Water Treatment Plant Evaluation with Freese and Nichols, Inc., under the Master Contract for Professional Services, authorized by Resolution No. 25-0715-G3, in an amount not to exceed Seven Hundred Four Thousand Dollars and Zero Cents ($704,000.00), and authorizing the City Manager or designee to execute any documents in connection therewith.

FNI-TO-9 Water Master Plan and WTP Evaluations

F.10. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing Amendment Two to Task Order Three (FNI-TO-3): Wastewater Master Plan and Wastewater Treatment Plant Evaluations with Freese and Nichols, Inc. under the Master Contract for Professional Services, authorized by Resolution No. 25-0715-G3, for the evaluation of as-built documents and performance of manhole surveys in a sum not to exceed One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00), amending the existing task authorization from $596,100.00 to a revised total amount of $711,100.00, and authorizing the City Manager or designee to execute any documents in connection therewith.

FNI-TO-3 Amendment 2 Evaluation of As-Builts and Manhole Surveys

F.11. Discuss and consider appointments to the Arts Commission to fill vacant positions with terms expiring January 31, 2028.

Arts Commission Appointments

F.12. Discuss and consider appointments and reappointments to the Historic Landmark Commission for terms expiring July 31, 2028.

Historic Landmark Commission - Appointments/Reappointments

F.13. Discuss and consider appointments and reappointments to the Parks and Recreation Board for terms expiring July 31, 2028.

Parks & Recreation Board Appointments/Reappointments

F.14. Discuss and consider appointments and reappointments to the Planning and Zoning Commission for terms expiring July 31, 2028.

Planning & Zoning Commission Appointments/Reappointments

F.15. Discuss and consider appointments and reappointments to the Railroad and Cultural Heritage Museum Board for terms expiring July 31, 2028.

Railroad Museum Board Appointments/Reappointments

F.16. Discuss and consider appointments and reappointments to the Zoning Board of Adjustment for terms expiring July 31, 2028.

Zoning Board of Adjustment Appointments/Reappointments

G. EXECUTIVE SESSION

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

G.1. Section 551.072 - Deliberation regarding the purchase, exchange, lease, or value of real property:

- *Public Works Facility*

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

- *Project Ennis Gateway*
- *Project Apple*

H. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

I. ADJOURNMENT

Regarding item F.3., 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
$ 258,491 for FY2025	$ 1,716.38
Estimate if proposed budget is adopted for FY2026	$ 1,759.57
Estimate if budget is funded and adopted at the no-new-revenue rate for FY2026	$ 1,651.41

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, July 15, 2026, at 10:45 P.M.***, and will remain posted for at least two hours after said meeting was convened.



Bethany Prewitt, TRMC
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 June 9, 2026, Ennis City Commission Special Meeting Minutes.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the June 9, 2026, Ennis City Commission Special 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 SPECIAL MEETING MINUTES - 06-09-26

ENNIS CITY COMMISSION SPECIAL MEETING MINUTES
TUESDAY, JUNE 9, 2026

A. CALL TO ORDER

Mayor Isbell called a Special Meeting of the Ennis City Commission to order Tuesday, June 9, 2026, at 6:03 P.M., in the Ennis City Hall Commission Chambers, 107 N Sherman, Ennis, Texas 75119.

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

Mayor Isbell	present	Commissioner Hejny	present
Mayor Pro Tem Espedal	present	Commissioner Polk	present
Commissioner Falkenbach	present	Commissioner Pierce	present
Commissioner Jones	present		

Invocation was provided by Police Chief Dustin Munn
Pledge of Allegiance was led by Mayor Isbell.

B. CITY OF ENNIS RECOGNITION BY NATIONAL POLKA FESTIVAL

B.1. John Paul Beebe, National Polka Festival Executive Director, stated that the National Polka Festival was a huge event this year and featured the 60th annual backdrop made possible by the Sister County/Region International relationship between Ellis County and the Pardubice Region of Czech Republic. Mr. Beebe thanked the City of Ennis for hosting and participating in a meeting attended by Ellis County representatives and Governor Netolicky and his delegation from the Czech Republic.

C. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

C.1. Discuss and consider designating a voting representative for the 2026 North Central Texas Council of Governments General Assembly.

Mayor Isbell read the item and made a motion, seconded by Commissioner Pierce, to appoint Cathy Falkenbach as voting representative for the 2026 North Central Texas Council of Governments General Assembly.
A vote was cast, 7 in favor, 0 against. Motion passed.

D. FISCAL YEAR 2027 BUDGET WORKSHOP

D.1. Charter Directive – City Manager Andrea Weckmueller-Behringer spoke regarding Section 4.01D directing the City Manager to prepare the annual budget, submit to the City Commission for consideration and be responsible for its adoption and administration.

D.2. Strategic Plan – City Manager Weckmueller-Behringer discussed the importance of the Strategic Plan stating that it was the guiding document upon which budgets and services are set.

D.3. Economic Outlook – Finance Director Stanley Muli provided high level factors effecting the economic outlook including tariffs; mid-term elections in November; AI and its effect on the 'old way of doing things'; energy, water and noise consumption concerns with data centers, along with them bringing property taxes but no jobs leading to lay-offs; reductions in cable franchise tax revenue due to streaming (can taxes be levied on streaming); decline in tourism; and high GDP but decline in jobs.

D.4. Context for FY 2027 Budget Development and Initial Highlights – conservative revenue projections; sales tax uptick with 7.76% growth over last year; no change on proposed property tax rate at $.0680708; no change to 30% reserves policy; operations and maintenance budgets to be effected by increase in fuel and power due to Middle East conflict; recommendation of a 4% COLA; and maintain health plan rates.

D.5. Key Revenue Assumptions – projecting 2.5% growth in property tax revenue with a marginal value decline; revise utility fee schedule based on new Cost of Service study; 7.7% increase in sales tax; Ennis tourism will need to be marketed more aggressively; twice weekly sanitation pick-ups are unsustainable unless fees are revised; EDC has a healthy fund reserve with multiple dormant projects; CCPD will cover debt for Public Safety facility and crime control budget; and current Chapter 380 agreements significantly effecting revenue from General Fund, which impacts operations.

D.6. Debt Service Overview – proposing $5 million in debt to be issued in summer of 2026 to maintain the current property tax rate.

D.7. Proposed Expenditure Budget and Decision Packages – department Directors presented their FY 2027 departmental budgets and decision packages to the Commission.

- General Fund
- Special Revenue Funds
- Internal Service Funds
- Airport Fund
- Economic Development Fund
- Sanitation Fund
- Utility Fund

D.8. FY 2027 Proposed Budget Calendar – Finance Director Muli reviewed the remaining FY2027 Budget Calendar.

E. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 10:54 P.M.

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR

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ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of the June 16, 2026, Ennis City Commission Regular Meeting Minutes.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the June 16, 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 - 06-16-2026

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, JUNE 16, 2026

A. CALL TO ORDER

Mayor Isbell called a Regular Meeting of the Ennis City Commission to order on Tuesday, June 16, 2026, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St., Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum:

Mayor Isbell	Present	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 Police Chief Dustin Munn.
The Pledge of Allegiance was led by City Secretary Angie Wade.

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**
$ 258,491 for FY2025	**$ 1,716.38**
Estimate if proposed budget is adopted for FY2026	**$ 1,759.57**
Estimate if budget is funded and adopted at the no-new-revenue rate for FY2026	**$ 1,651.41**

C. PRESENTATIONS

C.1. City of Ennis Employee of the Month

- **Irma Guanajuato, Administrative Assistant/Court Clerk**

City Manager Andrea Weckmueller-Behringer announced the City of Ennis Employee of the Month, Irma Guanajuato, Administrative Assistant/Court Clerk. Mayor Isbell presented Ms. Guanajuato with a certificate.

C.2. City of Ennis Retiree Recognition

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

City Manager Weckmueller-Behringer announced the retirement of Angie Wade, City Secretary, and Judy Rejcek, Executive Assistant to the City Manager, and presented them with retirement plaques.

C.3. City of Ennis New Employee Recognition

City Manager Weckmueller-Behringer announced City of Ennis new employees Kevin Walton, Sanitation Driver, and Ronald "Joey" Scott, Senior Parks Maintenance Technician.

C.4. Masonic Lodge Proclamation

Mayor Isbell read a Masonic Lodge proclamation and presented the proclamation to representatives of the Masonic Lodge.

D. CITIZENS PUBLIC COMMENT PERIOD

Carolyn Taylor, 1005 Dunkerly Rd., spoke regarding animal control and budget for a spay and neuter program.

Cyril Svrcek, 912 Casa Linda, spoke regarding utility billing, transparency, budget, street conditions and maintenance, and national and community pride.

Douglas Taylor, 703 S Wood St., Ferris, spoke regarding the Wastewater Treatment Plant flag pole dedication ceremony in honor of David Luther.

Joshua Galbreath, Mayfair Rd., spoke regarding rezoning property in Ward 4.

E. COMMISSIONER UPDATES

Mayor Isbell reminded the community of the upcoming Freedom Fest on June 27th.

Commissioner Hejny thanked City Secretary Angie Wade for her service to the City of Ennis.

Commissioner Pierce noted that he had a meeting with Ms. Black of the US Corp of Engineers regarding the needs of the lake.

Commissioner Jones reminded the community of the Juneteenth celebration hosted by Unity in the Community.

F. CONSENT ITEMS

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

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.

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.

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.

Mayor Isbell read the consent agenda. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve the consent agenda.

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

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

G.1. Discuss and consider all matters incident and related to approving and authorizing

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publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, including the adoption of a Resolution pertaining thereto.
Mayor Isbell read the item. City Manager Andrea Weckmueller-Behringer reviewed the City's long-term financing plan previously approved by the City Commission in May 2020. She explained that the proposed financing strategy includes a smaller issuance this year, followed by a larger issuance anticipated in 2027. City Manager Weckmueller-Behringer outlined the priority capital projects to be funded through the issuance, which include street, bridge, and drainage improvements; animal adoption center; repairs to City Hall; and repairs to the Public Safety Facility. Approximately $5,000,000 is needed to facilitate the completion of the projects. Commissioner Hejny made a motion, seconded by Commissioner Jones, to approve the item.
A vote was cast, 7 in favor, 0 against. Motion passed.

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.
Mayor Isbell read the item. Finance Director Stanley Muli and Public Works Director Doug Taylor presented the item. Mr. Muli advised that the proposed budget amendment would appropriate $85,000 from the Sanitation Fund balance to fund activities related to the closure of the FM 85 Landfill. The remaining fund balance after the amendment will be $1,845,958.49. Mr. Taylor noted that the City has contributed approximately $10,000 annually since 1986 to maintain compliance and keep the landfill open. Commissioner Hejny made a motion, seconded by Mayor Pro Tem Espedal, to approve the item as presented.
A vote was cast, 7 in favor, 0 against. Motion passed.

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.
Mayor Isbell read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve the Resolution authorizing the Mayor to execute a contract with Solutient GeoSciences for professional services related to the Final Closure and Permit Revocation for the Inactive FM 85 Landfill.
A vote was cast, 7 in favor, 0 against. Motion passed.

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.
Mayor Isbell read the item. Director Taylor addressed the Commission and explained that this action would allow for the needed geotechnical and construction activities to be coordinated through one contract to be considered in the future. Commissioner Hejny made a motion, seconded by Commissioner Jones, to approve item G.4. and repeal Resolution No. 26-0519-F5.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

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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.

Mayor Isbell read the item. Economic Development Director Miriam Castillo addressed the Commission explaining that the State of Texas, through the Office of the Governor Economic Development and Tourism Office, is accepting nominations for the Opportunity Zone 2.0 designation process, which is intended to encourage long-term private investment and redevelopment through federal tax incentives. Ms. Castillo stated that Census Tract 48139061401, previously designated under Opportunity Zone 1.0, is eligible for reconsideration under the new program, and that Census Tracts 48139061500 and 48139061600 have also been identified as eligible for nomination. Approval of the resolution would authorize staff to prepare and submit the necessary nomination materials to the State for consideration. Commissioner Hejny made a motion, seconded by Mayor Pro Tem Espedal, to approve the Resolution of Support.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

Mayor Isbell read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to appoint Commissioner Polk to serve as the liaison to the Historic Landmark Commission.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

Mayor Isbell read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to appoint Mary Gilmore to the Historic Landmark Commission to fill an unexpired term ending July 31, 2027.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

Mayor Isbell read the item. Commissioner Jones made a motion, seconded by Commissioner Hejny, to appoint Logan Treadaway and Becky Herrera as alternate members of the Zoning Board of Adjustment with terms expiring July 31, 2027.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

Mayor Isbell read the item. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to appoint Mayor Pro Tem Espedal and Commissioner Polk to the Crime Control and Prevention District Board.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

Mayor Isbell read the item. Commissioner Jones made a motion, seconded by Mayor Pro Tem Espedal, to appoint Commissioner Polk to the Kaufman Development District Board.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

Mayor Isbell read the item. Commissioner Hejny made a motion, seconded by Mayor Pro Tem Espedal, to appoint David Barnett, Aaron Laza, and Danielle Delgado to the Keep Ennis Beautiful

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Board to fill unexpired terms ending December 31, 2026.
A vote was cast, 7 in favor, 0 against. Motion passed.

G.12. Discuss and consider reappointments to the Airport Advisory Board.
Mayor Isbell read the item. Commissioner Hejny made a motion, seconded by Commissioner Pierce, to reappoint Jeffery Arnold, Roy Callender, and Casey Hendrix to the Airport Advisory Board for terms expiring May 15, 2028.
A vote was cast, 7 in favor, 0 against. Motion passed.

[Mayor Isbell read the Executive Session items and recessed the Commission into closed session at 7:13 P.M.]

H. EXECUTIVE SESSION
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***

[Mayor Isbell reconvened the Commission into open session at 10:31 P.M.]

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION
H.1. Section 551.074 - Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- ***City Secretary***

Mayor Pro Tem Espedal made a motion, seconded by Commissioner Hejny, to appoint Bethany Prewitt as City Secretary effective June 27, 2026, and to authorize the Mayor to negotiate and execute an employment contract regarding the same.
A vote was cast, 7 in favor, 0 against. Motion passed.

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

- ***Public Works Facility***

Commissioner Hejny made a motion, seconded by Commissioner Jones, to authorize the City Manager to negotiate regarding property for a Public Works facility.
A vote was cast, 7 in favor, 0 against. Motion passed.

J. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 10:32 P.M.

ATTEST: APPROVED:

_____ _____

CITY SECRETARY MAYOR

DRAFT

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission
Subject: Approval of the July 7, 2026, Ennis City Commission Workshop Minutes.
Meeting: ENNIS CITY COMMISSION - 21 Jul 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the July 7, 2026, Ennis City Commission Workshop 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 Budget Workshop Minutes - 07-07-2026

ENNIS CITY COMMISSION BUDGET WORKSHOP MINUTES
TUESDAY, JULY 7, 2026

A. CALL TO ORDER

Mayor Isbell called a Budget Workshop of the Ennis City Commission to order on Tuesday, July 7, 2026, at 6:00 P.M. in the Ennis City Hall Commission Chambers, 107 N Sherman St., Ennis, Texas 75119.

City Secretary Bethany Prewitt called roll and verified a quorum:

Mayor Isbell	Present	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 Isbell.

B. FISCAL YEAR 2027 PROPOSED BUDGET

B.1. Fiscal Year 2027 Budget Development Status Overview

Finance Director Stanley Muli presented an overview of the Fiscal Year 2027 budget development process. He reviewed current revenue projections, noting that property tax valuations remain under review, and that the certified valuation report will be received by July 25, 2026. Mr. Muli also reported that operating expenditures are being finalized, including employee wages, benefits, scheduled step increases, hardware and software needs, equipment supply, services costs, and staff training. He explained that funding for decision packages will be determined based on anticipated revenues and will prioritize staffing, equipment replacement, and other operational support needs.

B.2. Funding Available for Potential Decision Packages

City Manager Andrea Weckmueller-Behringer provided an overview of funding available to support potential decision packages. She reviewed the funding availability from General Fund revenues, Economic Development revenues, Hotel Occupancy Tax revenues, and Utility (Water-Sewer) revenues.

B.3. Discussion of Decision Packages

- **General Fund (001)**
- **Economic Development Fund (101)**
- **Hotel Occupancy Fund (214)**
- **Utility (Water-Sewer) Fund (302)**

City Manager Andrea Weckmueller-Behringer and Department Directors presented their FY 2027 Decision Packages to the Commission.

[Mayor Isbell called for a recess at 7:04 P.M. The meeting reconvened at 7:15 P.M.]

Decision Package presentations continued.

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C. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 8:18 P.M.

ATTEST:

_____
CITY SECRETARY

APPROVED:

_____
MAYOR

DRAFT

RESOLUTION NO.

APPROVE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, INCREASING THE BASE SALARY FOR THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Andrea Weckmueller-Behringer was appointed to the position of City Manager for the City of Ennis, Texas, effective May 12, 2025; and

WHEREAS, the City of Ennis and the City Manager entered into an Employment Agreement effective May 12, 2025, that included provisions for annual performance evaluations and compensation adjustments; and

WHEREAS, on June 16, 2026, the City Commission of the City of Ennis performed the City Manager's annual performance evaluation; and

WHEREAS, the City Commission desires to adjust the base salary for the City Manager.

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

SECTION 1: The City Commission of the City of Ennis hereby authorizes a five (5) percent increase to the base salary of the City Manager; and

SECTION 2: The City Commission sets May 12, 2026, as the effective date for the base salary increase.

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

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

CONCUR:

_____
ANDREA WECKMUELLER-BEHRINGER, City Manager

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute the updated sewer contract with the City of Garrett, titled Contract for Sanitary Sewer Services Between the City of Ennis and the City of Garrett, establishing a five-year term with automatic five-year renewals and a ninety (90) day notice requirement for termination or renegotiation, and authorizing the City Manager or designee to execute any documents in connection therewith.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Public Works
Staff Contact:	Douglas Taylor, Public Works Director

BACKGROUND INFORMATION:

In July 1983, the City of Ennis and the City of Garrett entered into an agreement under which sewage from the newly constructed Garrett sewer system would be accepted and treated at the Ennis Wastewater Treatment Plant.

Under the terms of that agreement, the contract “shall extend for a term of forty (40) years from the date of the initial delivery of any sewage as shown by the first bill submitted by ENNIS to GARRETT, and thereafter may be renewed or extended for such term or terms as may be agreed upon by ENNIS and GARRETT.” The contract expired in 2024.

During a subsequent Texas Commission on Environmental Quality (TCEQ) inspection of the Ennis Wastewater Treatment Plant in January 2026, TCEQ concurred with the need to update the expired agreement. The City requested additional time to complete the required rewrite, and TCEQ granted an extension with a compliance deadline of August 4, 2026.

Revisions made to the contract included updating the legal formatting and compliance standards, adding the current sewer meter location, and revising the contract terms.

FINANCIAL IMPACT:

There is no cost associated with the approval of the agreement; however, if the TCEQ deadline is missed, fees can accrue at a rate of $25,000.00 per day.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

Resolution - Contract for Sanitary Sewer Services between Ennis and Garrett - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE UPDATED SEWER CONTRACT WITH THE CITY OF GARRETT, TITLED CONTRACT FOR SANITARY SEWER SERVICES BETWEEN THE CITY OF ENNIS AND THE CITY OF GARRETT, ESTABLISHING A FIVE-YEAR TERM WITH AUTOMATIC FIVE-YEAR RENEWALS AND A NINETY (90) DAY NOTICE REQUIREMENT FOR TERMINATION OR RENEGOTIATION, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Contract for Sanitary Sewer Services Between the City of Ennis and the City of Garrett has been updated to reflect current legal formatting and compliance standards; and

WHEREAS, the Contract for Sanitary Sewer Services Between the City of Ennis and the City of Garrett has been revised to include the correct and current sewer meter location; and

WHEREAS, the Contract for Sanitary Sewer Services Between the City of Ennis and the City of Garrett shall remain in effect for a term of five (5) years from the date of execution unless terminated as provided herein, and shall automatically renew for successive five-year terms unless either party provides written notice of its intent to terminate or renegotiate at least ninety (90) days prior to the next renewal date; and

WHEREAS, if renegotiation is requested but not mutually agreed upon within the ninety (90) day notice period, the Contract shall terminate at the end of the current term.

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: The Contract for Sanitary Sewer Services Between the City of Ennis and the City of Garrett, attached hereto as Exhibit A, is hereby approved.

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 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

Exhibit A

CONTRACT FOR SANITARY SEWER SERVICES BETWEEN THE CITY OF ENNIS AND THE CITY OF GARRETT

STATE OF TEXAS §
§
COUNTY OF ELLIS §

This Contract is made and entered into this ____ day of _____, 2026, by and between the City of Ennis, a municipal corporation and home rule city located in Ellis County, Texas, acting by and through the undersigned, its duly authorized agent, hereinafter called "CITY" and the City of GARRETT, located in Ellis County, Texas, hereinafter called "CUSTOMER."

Whereas, the CUSTOMER owns its own wastewater collection system ("CUSTOMER'S System"); and

Whereas, by execution of this Contract the CUSTOMER retains and does not transfer to City its facilities, lines or appurtenances; and

Whereas, currently CUSTOMER does not have its facilities, lines, or appurtenances but is in the process of financing and constructing same; and

Whereas, CITY in consideration hereafter set forth agrees with CUSTOMER to process the wastewater from CUSTOMER's service area delivered to the facilities of CUSTOMER and thence to those of CITY ("CITY's System"); and

Whereas, CITY agrees that to be a good community partner and expressly understands the purpose of this Agreement would be frustrated were CUSTOMER not permitted to connect to CITY's sewer system at National Drive; and

CITY's obligation under this Contract is limited to an average daily flow of 30,000 gallons of domestic and commercial wastewater.

Now, therefore, in the consideration of the mutual covenants and agreements herein contained, CITY agrees to process wastewater and CUSTOMER agrees to pay for processing upon the terms and conditions and for the considerations hereinafter set forth, to-wit:

1.
TERMS AND CONDITIONS

1.1 CITY is obligated to treat domestic and commercial wastewater from CUSTOMER's service area delivered by CUSTOMER and received by CITY as authorized by the CITY's TPDES Permit. Domestic and commercial wastewater shall mean waterborne human waste and water from activities such as washing, bathing, and food preparation. Such waste shall not exceed a biological oxygen demand of 250 mg/l, an ammonia concentration of 30

mg/l, and a total suspended solids concentration of 200 mg/l. Domestic and commercial wastewater does not include waste from industrial facilities. Should the wastewater entering the CITY's System from the CUSTOMERS's System be found to be in violation of the applicable provisions of the Agreement or pretreatment ordinance as described below, and should such violation be found to be the direct and sole source of injury to the CITY's System, the CUSTOMER shall pay for the reasonable, actual cost to repair the CITY's System.

CITY will periodically test the influent waste stream at the connection point for these characteristics and report the results to the CUSTOMER. If the raw waste stream is found to exceed the limits described above, CUSTOMER will be given 90 days to bring the BOD, TSS or ammonia concentrations back into compliance. Failure to meet these concentrations will result in supplemental treatment charges to CUSTOMER or termination of service. See attached pretreatment ordinance contained in Exhibit A.

The Point of delivery of wastewater to CITY from CUSTOMER wastewater supply shall be at a CITY owned manhole located on the 329 BEVERLY DR. ENNIS TX 75119 lat. 32.355113, long. -96.65331,

1.2 CUSTOMER obligation under this Contract is limited to an average daily flow of 30,000 gallons of combined domestic and commercial wastewater.

1.3 Liability for making payments as herein set forth shall be commenced on the effective date of this Contract. All billing and payments shall be as set forth in paragraph 4.3 below.

1.4 It is a condition precedent to the enforcement of this Agreement that CUSTOMER is able to connect to CITY's sewer system near 329 BEVERLY DR. ENNIS TX 75119 as described in 1.2 above.

1.5 CUSTOMER shall not allow or directly or indirectly introduce into CITY sewage works any pollutants or sewage that may cause an upset condition of the CITY's Wastewater Treatment Facility. This prohibition includes: pollutants which create a fire or explosive hazard; any waters or waste containing toxic or poisonous substances other than those commonly associated with untreated domestic wastewater, any petroleum oil, or non-biodegradable oils in amounts that cause an upset condition or pass through. CUSTOMER shall be responsible for compensating City for damages, fines, and cleanup costs due to introduction of prohibited substances.

CUSTOMER and CITY acknowledge that both CUSTOMER and CITY have the authority under federal and state law to establish:

(1) types and quantities of discharges that are prohibited for entry into their systems;
(2) discharge prohibitions for certain substances, as may be amended from time to time;

(3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and
(4) measures to protect the CUSTOMER's System and the CITY's System.

To the extent authorized by law, CUSTOMER will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the CUSTOMER's System abide by a pretreatment ordinance the same as or more stringent than the one contained in Exhibit A, including any permitting requirements set forth therein.

To the extent authorized by law, CUSTOMER will enact and enforce rules that are at least as stringent as those adopted by the CITY and will take reasonable steps to require customers connected to the CUSTOMER's System to comply with the CUSTOMER's regulations. The CITY will give written notice to the CUSTOMER of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater discharges into the CUSTOMER's System that ultimately discharge into the CITY's System sixty (60) days after the delivery of the notice to the District.

CUSTOMER will seek injunctive or other appropriate relief to prohibit wastewater discharges when CUSTOMER becomes aware that such discharges will damage or pass through the CITY's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

During the term of this Agreement, CUSTOMER will provide CITY with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection within thirty (30) days of written request by the City.

This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of CITY to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to CUSTOMER when and as such action is deemed necessary by CITY.

CUSTOMER will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling from the CUSTOMER's System in accordance with applicable regulations of CUSTOMER and of CITY.

CUSTOMER agrees that CITY may, at its option and expense and with reasonable notice customary in this industry to CUSTOMER, sample wastewater discharges within CUSTOMERS's System at:

(1) the site of discharge;
(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

CUSTOMER warrants that its existing facilities were built consistent with CITY and State specifications and are in good repair and free of defects or leaks. CUSTOMER will install new lift station, upgrade its electrical service, size and install a new force main, pumps, piping, meters, manholes, and all other necessary appurtenances and connect to CITY's collection system. All improvements, changes, upgrades, and connections will comply with relevant CITY ordinances, regulations, and guidelines in effect at the time CUSTOMER begins construction of its facilities, lines, and appurtenances for the purpose of connecting to CITY's sewer system and subject to inspection by CITY if it elects to do so. Also, the existing collection system and proposed upgrades will continue to be maintained by the CUSTOMER along with all service connections, customer billings, and flow monitoring.

1.6 CUSTOMER shall maintain its collection system so as to minimize the amount of inflow or infiltration.

1.7 CUSTOMER shall preclude the introduction waste from septic waste haulers or industrial facilities into its wastewater collection system.

2.

LOCATION AND MAINTENANCE OF MEASURING DEVICES

2.1 One or more suitable meters approved by CITY and provided and installed at CUSTOMER expense.

2.2 The point of delivery of wastewater by CUSTOMER shall be at the location as described in 1.2 above. All necessary mains and collection facilities including lift stations to the point of delivery shall be the responsibility of the CUSTOMER. The location of each meter shall be mutually agreed upon in writing by and between the parties hereto, and the meter or meters shall not be moved or relocated except by mutual consent in writing by the parties hereto.

3.

METERS

3.1 CITY shall test at CUSTOMER expense the accuracy, service, and calibration of meter(s) upon request of CUSTOMER, but in no event more than once per year. A copy of the calibration certificate will be sent to CUSTOMER within ten (10) days of the receipt of test results. Cost of testing shall be borne by CUSTOMER.

4.

METER READING AND BILLING

4.1 CITY will read all meters provided for herein at monthly intervals, and the parties to this Contract shall have access to read these respective meters daily, if either party so desires. It shall be the duty of the parties to notify each other, should any meter be found not to be functioning properly, and, upon such notice; repairs to such meter shall be made promptly at CUSTOMER expense.

4.2 The CITY will maintain all readings of meters. CUSTOMER shall have access to such records during reasonable business hours and shall be furnished with monthly reading for each point of delivery metering facility.

4.3 CITY shall render bills for wastewater service to CUSTOMER monthly. All such bills shall be due and payable by CUSTOMER not more than fifteen (15) days from the billing date. The bills will show current charges as well as past-due charges, if any. Past-due charges shall be the amount unpaid from all prior billings as of the current billing date. Payments received by CITY shall be applied to the past-due charges, if any, and thereafter to the current charges.

4.4 If CUSTOMER disputes a bill and is unable to resolve the difference informally, CUSTOMER shall notify the duly authorized agent of the CITY in writing. If the duly authorized agent and CUSTOMER are unable to resolve the disputed bill, the bill will be submitted to the City Manager of CITY for the City Manager's review. The parties shall make a good faith effort to settle any bill dispute; however, the City Manager's decision shall be final. In the event a payment is not paid as specified in this Contract, interest on the unpaid balance of twelve percent (12%) per annum will be calculated from the date which the payment was required to be made until paid

4.5 If a failed meter is not repaired within one month, wastewater charges will be calculated at the average of previous three (3) months bills until the meter is repaired.

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5.
RATES

5.1 The parties to this Contract recognize that the rate to be charged to the CUSTOMER for treatment of wastewater by CITY will be in accordance with the published schedule for Outside City Wholesale Customers as periodically modified, adjusted, or reclassified by City Council.

5.2 A single late fee of ten percent (10%) of the total bill will be added if payment is not received by the due date.

5.3 The parties hereto agree that services obtained to this Contract are essential and necessary to the operation of CITY wastewater facilities and that all payments made by CUSTOMER hereunder shall constitute reasonable and necessary operating expenses of CITY wastewater system.

5.4 CUSTOMER understands that the City Council of CITY has the right to periodically revise the rate charges to cover all reasonable, actual, and expected costs. CITY shall give CUSTOMER a minimum of thirty (30) days written notice of revised rates.

6.
TERM AND EFFECTIVE DATE OF CONTRACT

6.1 This Contract shall remain in effect for a term of five (5) years from the date of execution unless terminated as outlined above. This Contract shall automatically renew upon each successive five (5) year anniversary unless the party wishing to terminate or renegotiate provides written notice to the other at least ninety (90) days prior to the next renewal date. If renegotiation is not mutually agreed to within the ninety (90) day prior notice period, the Contract shall terminate.

6.2 The Effective Date of this Contract for all purposes shall be the date of execution.

7.
TERMINATION

7.1 This Contract may be terminated in whole or in part by mutual consent of CUSTOMER and CITY. Notwithstanding anything contained herein to the contrary, any material breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Contract by the non-breaching party in the manner set forth in this paragraph. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:

a. Failure by CUSTOMER to make any payment on any bill, charge or fee as provided for in this Contract;

b. Making by CUSTOMER any unauthorized connection to the CITY's system at any point within CUSTOMER's custody or control;
c. Failure by CUSTOMER to correct any potentially hazardous connection within CUSTOMER's custody or control after reasonable written notice or in the event of an emergency situation, promptly after oral notice;
d. Failure by CUSTOMER to provide CITY ingress and egress for purpose of operation and maintenance of any metering facility;
e. Failure by CITY to provide and allow CUSTOMER to contact at the point of entry, or to have access to CITY'S system in accordance with this Agreement;
f. Breach by CUSTOMER of Sections 1.1, 1.6, 1.8 or 1.9 regarding prohibited wastewater constituents; and
g. Breach by either party of a term of this Contract.

7.2 The Parties agree to give each other reasonable notice, agreed to be thirty (30) days written notice of proposed breaches, defaults or failures to perform (except for emergency situations defined as <>) prior to declaration of default. Without respect to whether or not a breach hereof is a material breach or a non-material breach and without respect any cure of such breach, a second breach of the same nature, within one (1) year, violating any term or condition herein shall entitle the non-breaching, after two (2) months written notice provided and without liability whatsoever on the part of the terminating party, to declare this Contract terminated. In event of termination of this Contract, all rights, powers and privileges of either party hereunder cease and neither party shall make a claim of any kind whatsoever against the other, its agents or representatives, by reason of such termination or act incident thereto, except as balances due for which CUSTOMER shall remain liable.

7.3 Any failure by either party to so terminate this Contract or the acceptance of any benefits under this Contract for any period of time after such material breach, default or failure by the other party shall not be determined to be a waiver of any rights to terminate this Contract for any subsequent material breach, default or failure.

8.
OWNERSHIP AND LIABILITY

8.1 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and CUSTOMER payments (whether past, present, or future) shall not be construed as granting CUSTOMER partial ownership of, pre-paid capacity in or equity in the CITY system.

8.2 Contracts made and entered into by CUSTOMER for the construction, reconstruction or repair of any receiving facility shall include the requirement that the independent contractor(s) must provide adequate insurance protecting CITY as co-insured or additional insured. Such contract must also provide that the independent contractor(s) covenant to indemnify, to the extent allowed by law, hold harmless, and defend CITY against any and all suits or claims for damages of any nature arising out of the performance of such contracts.

8.3 Unless otherwise disclaimed by CITY, CITY shall own all effluent that is discharged from the CITY's wastewater treatment plant.

9.
FORCE MAJEURE

9.1 If by any reason of force majeure either party hereto shall be rendered unable, wholly or in part to carry out its obligations under this Contract, then if such parties shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

9.2 The term "force majeure" as employed herein shall mean acts of God, strikes, terrorism, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washout, droughts, arrests, restraints of government and public, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, partial or entire failure of wastewater system and inability on the part of treatment facility to receive wastewater hereunder or the CUSTOMER to deliver wastewater hereunder on account of any other causes not reasonably in the control of the party claiming such inability.

10.
NOTICES

10.1 Any notices, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

CITY: City of Ennis Public Works Office
Attn: Douglas Taylor, Public Works Director
115 Brown St.
Ennis, Texas 75119

CUSTOMER: City of GARRETT
Attn.: , City Attorney
208 N. Ferris
Ennis, TX 75119

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

11.
INSPECTION AND AUDIT

11.1 Complete records and accounts required to be maintained by each party hereto shall be kept for a period of 5 years. Each party shall at all times, upon notice, have the rights at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

12.
MISCELLANEOUS

12.1 This Contract is subject to all applicable federal and state laws and any applicable permits, amendments, orders or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be constructed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

12.2 The parties both agree to abide by any changes in this Contract made necessary by any new amended or revised state or federal regulation.

12.3 If requested by the CITY, CUSTOMER shall provide quarterly the following data:

a. Actual number of customer accounts using directly or indirectly the CUSTOMER wastewater system within its service area;
b. Additional data which may assist CITY and/or CUSTOMER in developing methodology for cost of service studies, planning studies for analyzing federal grants and system access fees; provided, however, that neither party shall request data that will require either party to incur unreasonable expenses in providing such data.

12.4 CUSTOMER may not assign this Contract without the prior written consent of CITY, in CITY's sole discretion.

12.5 Provisions of this Contract may be modified or altered by mutual agreement reduced to writing and both Parties signing after being properly authorized by the governing bodies of both Parties.

12.6 CITY reserves the right to apply for a Certificate of Public Convenience and Necessity to have parallel facilities to serve new annexations to the City of Ennis and its extra territorial jurisdiction. This does not serve to waive any rights or privileges accruing to CUSTOMER as part of a Certificate of Public Convenience and Necessity as issued by the Texas Commission on Environmental Quality or one of its successor agencies including but not limited to the right to protest any interference with said rights or privileges.

12.7 No tap fees or demand charges are part of this Contract.

12.7 The Recitals to this Agreement are hereby fully incorporated herein and are made a part of this Agreement for all purposes.

12.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13.
WAIVER, REMEDY AND SEVERABILITY

13.1 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

13.2 In addition to any other remedy as may be provided by law, this Contract shall be specifically enforceable by the Parties hereto. Venue for any action shall be in Ellis County, Texas. The City does not waive any rights it may have under sovereign immunity.

13.3 It is agreed that in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision contained therein shall not affect any other term or provision and this agreement shall then continue as if such invalid term or provision had not been contained herein.

13.4 It is agreed that the signing of this Contract revokes all prior contracts and understandings with CITY relating to the wastewater system.

IN TESTIMONY WHEREOF, after proper action by the respective governing bodies of the Parties hereto, we have caused these presents to be executed in quadruple copies, each of which is considered to be an original and the seals of the respective parties to be affixed on the date above written.

CITY OF ENNIS

By: _____

_____

Its _____

ATTEST:

_____

Bethany Prewitt, City Secretary

CITY OF GARRETT

By: _____

_____

Its _____

ATTEST:

_____

Judy Braddock, City Secretary

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the renewal of the OpenGov cloud-based software suite, maintenance, and support services from Vertosoft, LLC, through Texas Department of Information Resources Cooperative Purchasing Contract DIR-CPO-5327, for an additional one-year term in an amount not to exceed One Hundred Seventy-Three Thousand Four Hundred Six Dollars and Sixty-Three Cents ($173,406.63); and authorizing the City Manager to execute Amendment No. 1 and any documents in connection therewith.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Finance
Staff Contact:	Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The City currently utilizes the OpenGov cloud-based software suite to support various City operations, including budget development, procurement solicitation, and permitting and licensing.

The proposed renewal will continue the City's existing software subscription, maintenance, and support services for an additional one-year term. The purchase is available through the Texas Department of Information Resources Cooperative Purchasing Program.

FINANCIAL IMPACT:

The total cost of the one-year renewal shall not exceed $173,406.63. Funding is subject to the anticipated approval of the proposed FY 2026-2027 budget (001-811-43052).

POLICY IMPLICATIONS:

The renewal is consistent with the City's Purchasing Policy regarding the use of cooperative purchasing contracts and supports the City's efforts to maintain proper contract documentation and renewal tracking.

RECOMMENDATION:

Staff recommends approval of the resolution authorizing the renewal of the OpenGov contract with Vertosoft, LLC.

ATTACHMENTS:

RESOLUTION NO.-OpenGov Contract Renewal - Pdf
Amendment No. 1_Signed

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE RENEWAL OF THE OPENGOV CLOUD-BASED SOFTWARE SUITE, MAINTENANCE, AND SUPPORT SERVICES FROM VERTOSOFT, LLC, THROUGH TEXAS DEPARTMENT OF INFORMATION RESOURCES COOPERATIVE PURCHASING CONTRACT DIR-CPO-5327, FOR AN ADDITIONAL ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED SIX DOLLARS AND SIXTY-THREE CENTS ($173,406.63); AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 AND ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Ennis, Texas ("City") utilizes the OpenGov cloud-based software suite and previously authorized the purchase of the software and implementation services from Vertosoft, LLC, through the Texas Department of Information Resources Cooperative Purchasing Program; and

WHEREAS, the City has continued the OpenGov software subscription and related services through prior contract periods and desires to formally document and maintain the current contractual term and renewal of the software subscription, maintenance, and support services; and

WHEREAS, the City desires to renew the agreement for an additional one-year term commencing October 1, 2026, and expiring September 30, 2027, in an amount not to exceed $173,406.63, in accordance with pricing available through DIR Contract No. DIR-CPO-5327; and

WHEREAS, the City Commission finds that the continued use of the OpenGov cloud-based software suite, maintenance, and support services is in the best interest of the City.

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

SECTION 1: That the City Commission hereby authorizes the renewal of the OpenGov cloud-based software suite, maintenance, and support services from Vertosoft, LLC, for an additional one-year term commencing October 1, 2026, and expiring September 30, 2027, in an amount not to exceed $173,406.63.

SECTION 2: That the purchase is made through the Texas Department of Information Resources Cooperative Purchasing Program under DIR Contract No. DIR-CPO-5327.

SECTION 3: That the City Manager is hereby authorized to execute Amendment No. 1 and any other documents necessary or appropriate to effectuate the renewal authorized by this Resolution.

SECTION 4: That 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 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

AMENDMENT NO. 1

EXERCISE OF FIRST RENEWAL OPTION

This Amendment No. 1 ("Amendment") is made and entered into by and between the **City of Ennis, Texas** ("City") and **Vertosoft, LLC** ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement effective **October 1, 2023** for the licensing, implementation, maintenance, and support of the **OpenGov**, procured through the Texas Department of Information Resources ("DIR") Cooperative Purchasing Program under **DIR Contract No. DIR-CPO-5327**; and

WHEREAS, the Agreement established an initial term of three (3) years with renewal option(s); and

WHEREAS, the initial three-year term is set to expire on **September 30, 2026**; and

WHEREAS, the City desires to exercise the first renewal option to continue the Agreement under the same terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. Exercise of Renewal Option

Pursuant to the Agreement, the City hereby exercises the **first renewal option**. The Agreement is renewed for an additional one (1) year, commencing **October 1, 2026,** and expiring **September 30, 2027**.

2. Compensation

The total compensation for the renewal term shall not exceed **$173,406.63**, in accordance with the Contractor's renewal quote and pricing available through DIR Contract No. DIR-CPO-5327.

3. Remaining Terms

Except as expressly amended herein, all terms, conditions, covenants, and provisions of the original Agreement shall remain unchanged and in full force and effect.

4. Effect of Amendment

This Amendment constitutes the entire agreement of the parties with respect to the renewal of the Agreement for the fourth contract year.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

CITY OF ENNIS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

VERTOSOFT, LLC

By: H. Jay Colavita

Name: Jay Colavita

Title: President

Date: 07/06/2026

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing a one-year extension of the Christmas Tree Lights and Decor Agreement with Klahn Designs, LLC dba Outdoor Lighting Perspectives of East Dallas in an amount not to exceed Fifty Thousand One Hundred Twenty Dollars ($50,120.00); and authorizing the City Manager or Designee to execute any documents in connection therewith.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Economic Development
Staff Contact:	Miriam Castillo, Economic Development Director

BACKGROUND INFORMATION:

On August 29, 2025, the City of Ennis issued RFP No. 25-102-19, seeking proposals for professional services related to the design, installation, and maintenance of holiday lights and décor.

Two vendors, Premier Lighting Enterprises, LLC and Klahn Designs, LLC, submitted responsive proposals. An evaluation committee comprised of City staff reviewed and scored each proposal based on published criteria, including project approach and décor design, experience and references, company qualifications and capacity, value-added services, proposal accuracy, and pricing. As authorized by City Commission Resolution No. 25-1112-B1, the contract for Christmas Tree Lights and Decor was awarded to Klahn Designs, LLC in the amount of $45,581.45.

For the 2026 Christmas season, Klahn Designs, LLC proposed a 9.96% increase to $50,120.00, directing higher cost allocations to the Welcome Center and tree-wrapping portions of the service.

As the 2025 contract terms allow for up to three optional one-year renewals, staff recommends utilizing the first optional one-year renewal at the quoted price.

FINANCIAL IMPACT:

The total cost of the one-year renewal shall not exceed $50,120.00. Funding is subject to the anticipated approval of the proposed FY 2026-2027 budget (101-112-40003).

POLICY IMPLICATIONS:

Awarding this contract is consistent with the City of Ennis Purchasing Policy and complies with the competitive procurement requirements outlined in Texas Local Government Code, Chapter 252. The selection was conducted through a formal Request for Proposals (RFP) process that evaluated qualifications, experience, approach, and cost to determine the best value for the City.

RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

RESOLUTION NO.-Christmas Tree Lights and Decor - Pdf
City_of_Ennis_OLP_Cost_Proposal_Holiday_2026
RESOLUTION NO. 25-1112-B1-Klahn dba Outdoor Lighting Perspectives Christmas Decor
City_of_Ennis_OLP_Cost_Proposal_Holiday_2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING A ONE-YEAR EXTENSION OF THE CHRISTMAS TREE LIGHTS AND DECOR AGREEMENT WITH KLAHN DESIGNS LLC DBA OUTDOOR LIGHTING PERSPECTIVES OF EAST DALLAS IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND ONE HUNDRED TWENTY DOLLARS ($50,120.00); AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Ennis, Texas ("City") solicited competitive sealed proposals through RFP No. 25-102-19, Christmas Tree Lights & Decor, in accordance with Chapter 252 of the Texas Local Government Code; and

WHEREAS, an evaluation committee composed of qualified City staff reviewed, scored, and ranked all responsive proposals based on published evaluation criteria, including project approach and décor design, experience and references, company qualifications and capacity, value-added services, accuracy of proposal, and pricing; and

WHEREAS, the contract for Christmas Tree Lights and Decor was awarded to Klahn Designs, LLC dba Outdoor Lighting Perspectives of East Dallas, as authorized by City Commission Resolution No. 25-1112-B1; and

WHEREAS, the terms of the agreement allow for up to three one-year renewals; and

WHEREAS, it is the City's and the contractor's desire to extend the current agreement by one year.

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

SECTION 1: The City Commission finds the recitals in the preamble of this Resolution are true and correct and incorporates them as findings of fact.

SECTION 2: The City Manager or Designee is hereby authorized to execute any documents associated with the one-year renewal of the Christmas Tree Lights and Decor agreement with Klahn Designs, LLC.

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 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

PROPOSAL

Outdoor Lighting Perspectives of East Dallas
1737 Salvatore Ln
Rockwall, TX 75032
(469) 745-6061

eastdallas@outdoorlights.com

outdoorlights.com

OUTDOORLIGHTING PERSPECTIVES®

Billing/Service Address

City of Ennis
119 N. Dallas Street
Ennis, TX 75119
(916) 229-7139

Date	July 3, 2026
Total	$50,120.00

CITY OF ENNIS RFP 25-102-19, PRICING PROPOSAL 2026 EXTENSION

This proposal expires on 9/15/2026

View
NOTES

Pricing valid until September 15th, 50% due at contract signing 50% due at project completion.

This proposal contains 7 options. Be sure to click the checkboxes below for the options you want to include.

Item	Description	Qty	Rate	Amount
Commercial Holiday Installation Rental	Installation of commercial holiday lighting products on a leased basis. Includes the storage and utilization of City owned decorations.	1	0.00	$0.00
☑ Minnie McDowal Park				**$8,850.00**

E.7.

ledgarlanddecmounted	Fully Decorated LED Garland Mounted Around Gazebo 70ft (warm white)	1	1600.00	$1,600.00
ledminispiraltree	LED mini lights spiral wrapped on 5 trees and Branches (warm white)	1	3500.00	$3,500.00
Bow 24	24" Red Bow with Gold Trim Gazebo	6	125.00	$750.00
ledminispiral	LED mini lights spiral wrapped on columns	6	300.00	$1,800.00
LEDC9walk	LED C9 Lining walkway around Benches and Trees, approx 150'	1	1200.00	$1,200.00
■ Ennis Welcome Center				**$7,900.00**
RentLEDC9Vert	LED C9 Warm White on vertical areas of Welcome Center 4 Window Arches an 2 Entry Arches (see pictures)	1	2200.00	$2,200.00
LEDwreath5	(2) 5' LED Wreath Mounted on Brick (not over window)	1	1800.00	$1,800.00
ledminispiraltree	2 Trees on either side of Welcome Entrance; LED mini lights spiral wrapped on Tree Trunck/Branches	1	1400.00	$1,400.00
ledminispiral	LED mini lights wrapping welcome center trees and red bows on light poles	1	2500.00	$2,500.00
■ City Hall				**$6,120.00**
RentLEDC9Ridge	LED C9 on Ridgline of City Hall, approx 145'	1	1080.00	$1,080.00
rentwreath5	72" LED Wreath Mounted on Brick (Price includes rental of product, and ext cords, installation, and removal	4	1260.00	$5,040.00
■ Ennis Railroad				**$2,750.00**
LED C9 Warm White	LED C9 (Price per foot includes Custom design to wrap roof line of Museum and top of fence at Tracks; Warm White. Approx 260'	1 LF	1530.00	$1,530.00

E.7.

RentLEDC9Vert	LED C9 on vertical areas at Windows on Track side 4 Windows	1	420.00	$420.00
LEDminilights	LED mini lights spiral-wrapped on wagons and fence	1	800.00	$800.00
☑ Library				**$1,400.00**
RentLEDC9Vert	LED C9 on Ridgline of Library, approx 195'	1	800.00	$800.00
Bow 24	24" Red Bow with Gold Trim (5) on poles	1	600.00	$600.00
☑ Downtown Tree Wrapping				**$16,500.00**
rentLEDminispiraltree	11 Large Trees; Trunks and Branches across from Museum near Tracks,LED Mini Lights Spiral wrapped on trees	11	1500.00	$16,500.00
Part - Misc	Annual Storage of leased supplies and City owned items	1	5000.00	$5,000.00
Astronomic Plug-In Timer	Astronomic Plug-In Timers for all the sites	1	1800.00	$1,800.00
Equipment Lift	Lift rental, up to 1 week	1	2000.00	$2,000.00
☑ Alternates				**$500.00**
ledminispiralshrubs	Net lighting in round flower planters	10	50.00	$500.00
Discount	Discount - 2026 renewal	1	-2700.00	($2,700.00)

Base	$6,100.00
Minnie McDowal Park	$8,850.00
Ennis Welcome Center	$7,900.00
City Hall	$6,120.00
Ennis Railroad	$2,750.00

E.7.

Library	$1,400.00
Downtown Tree Wrapping	$16,500.00
Alternates	$500.00
Subtotal	$50,120.00
Tax	$0.00
Total	$50,120.00

F I N A N C I N G

If you are interested in financing, click the link below to get pre-qualified. The financing will be applied after you accept the proposal.

Light It Right - Same As Cash

Light It Right - Low Interest Loan Option

Click here if you no longer wish to receive notifications or related information about this proposal.

ENNIS
TEXAS
The bluebonnet spirit of Texas

RESOLUTION NO. 25-1112-B1

A RESOLUTION OF THE CITY OF ENNIS CITY COMMISSION, AWARDING RFP NO. 25-102-19 FOR CHRISTMAS TREE LIGHTS AND DECOR TO KLAHN DESIGNS LLC DBA OUTDOOR LIGHTING PERSPECTIVES OF EAST DALLAS IN AN AMOUNT NOT TO EXCEED $45,581.45; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY AND ALL AGREEMENTS NECESSARY TO EFFECTUATE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas ("City") solicited competitive sealed proposals through RFP No. 25-102-19, Christmas Tree Lights & Decor, in accordance with Chapter 252 of the Texas Local Government Code; and

WHEREAS, proposals were received and publicly opened on September 24, 2025, at 1:00 p.m. in accordance with the published specifications; and

WHEREAS, two responsive proposers, Premier Lighting Enterprises, LLC and Klahn Designs, LLC DBA Outdoor Lighting Perspectives of East Dallas submitted proposals that met all minimum requirements; and

WHEREAS, an evaluation committee composed of qualified City staff reviewed, scored, and ranked all responsive proposals based on published evaluation criteria, including project approach and décor design, experience and references, company qualifications and capacity, value-added services, accuracy of proposal, and pricing.

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

SECTION 1: The City Commission hereby awards RFP No. 25-102-19, Christmas Tree Lights & Decor, to Klahn Designs, LLC DBA Outdoor Lighting Perspectives of East Dallas as the most responsive proposer meeting the City's requirements.

SECTION 2: The City Manager or designee are hereby authorized to execute a contract and any associated documents with Klahn Designs, LLC DBA Outdoor Lighting Perspectives of East Dallas in the amount $45,581.45 for the installation, removal, maintenance, and storage of the City's holiday lights and décor, and to take all actions necessary to carry out the intent of this Resolution in accordance with applicable procurement laws and City policy.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 12th day of November, 2025.

KAMERON RABURN, Mayor

ATTEST:

ANGIE WADE, City Secretary

PROPOSAL

Outdoor Lighting Perspectives of East Dallas
1737 Salvatore Ln
Rockwall, TX 75032
(469) 745-6061
eastdallas@outdoorlights.com
outdoorlights.com

OUTDOOR LIGHTING PERSPECTIVES®

Billing/Service Address

City of Ennis
119 N. Dallas Street
Ennis, TX 75119
(916) 229-7139

Date	September 23, 2025
Total	$45,581.45

CITY OF ENNIS RFP 25-102-19, PRICING PROPOSAL

This proposal expires on 10/10/2025

View

NOTES

Pricing valid until October 10th, 50% due at contract signing 50% due at project completion.

Item	Description	Qty	Rate	Amount
Commercial Holiday Installation Rental	Installation of commercial holiday lighting products on a leased basis. Includes the storage and utilization of City owned decorations.	1	0.00	$0.00
Minnie McDowal Park				**$8,850.00**
ledgarlanddecmounted	Fully Decorated LED Garland Mounted Around Gazebo 70ft (warm white)	1	1600.00	$1,600.00
ledminispiraltree	LED mini lights spiral wrapped on 5 trees/Branches (warm white)	1	3500.00	$3,500.00

E.7.

Bow 24	24" Red Bow with Gold Trim Gazebo	1	750.00	$750.00
ledminispiral	LED mini lights spiral wrapped on columns	1	1800.00	$1,800.00
LEDC9walk	LED C9 Lining walkway around Benches and Trees, approx 150'	1	1200.00	$1,200.00
Ennis Welcome Center				**$7,900.00**
RentLEDC9Vert	LED C9 Warm White on vertical areas of Welcome Center 4 Window Arches an 2 Entry Arches (see pictures)	1	2200.00	$2,200.00
LEDwreath5	(2) 5' LED Wreath Mounted on Brick (not over window)	1	1800.00	$1,800.00
ledminispiraltree	2 Trees on either side of Welcome Entrance; LED mini lights spiral wrapped on Tree Trunck/Branches	1	1400.00	$1,400.00
ledminispiral	LED mini lights wrapping welcome center trees and red bows on light poles	1	2500.00	$2,500.00
City Hall				**$1,980.00**
RentLEDC9Ridge	LED C9 on Ridgline of City Hall, approx 145'	1	1080.00	$1,080.00
rentwreath5	5' LED Wreath Mounted on Brick (Price includes rental of product, and ext cords, installation, and removal	1	900.00	$900.00
Ennis Railroad				**$2,750.00**
LED C9 Warm White	LED C9 (Price per foot includes Custom design to wrap roof line of Museum and top of fence at Tracks; Warm White. Approx 260'	1 LF	1530.00	$1,530.00
RentLEDC9Vert	LED C9 on vertical areas at Windows on Track side 4 Windows	1	420.00	$420.00
LEDminilights	LED mini lights spiral-wrapped on wagons and fence	1	800.00	$800.00
Library				**$1,480.00**

E.7.

RentLEDC9Vert	LED C9 on vertical area of arch entry to Garden	1	280.00	$280.00
rentledc9walk	LED C9 Lights to outline Garden area/pony wall	1	600.00	$600.00
Bow 24	24" Red Bow with Gold Trim (5) on poles	1	600.00	$600.00
Downtown Tree Wrapping				**$10,500.00**
rentLEDminispiraltree	7 Large Trees; Trunks and Branches across from Museum near Tracks,LED Mini Lights Spiral wrapped on trees	7	1500.00	$10,500.00
Part - Misc	Annual Storage of leased supplies and City owned items	1	5000.00	$5,000.00
Astronomic Plug-In Timer	Astronomic Plug-In Timers for all the sites	1	1800.00	$1,800.00
Equipment Lift	Lift rental, up to 1 week	1	2000.00	$2,000.00
			Subtotal	$42,260.00
			Tax	$3,321.45
			Total	$45,581.45

F I N A N C I N G

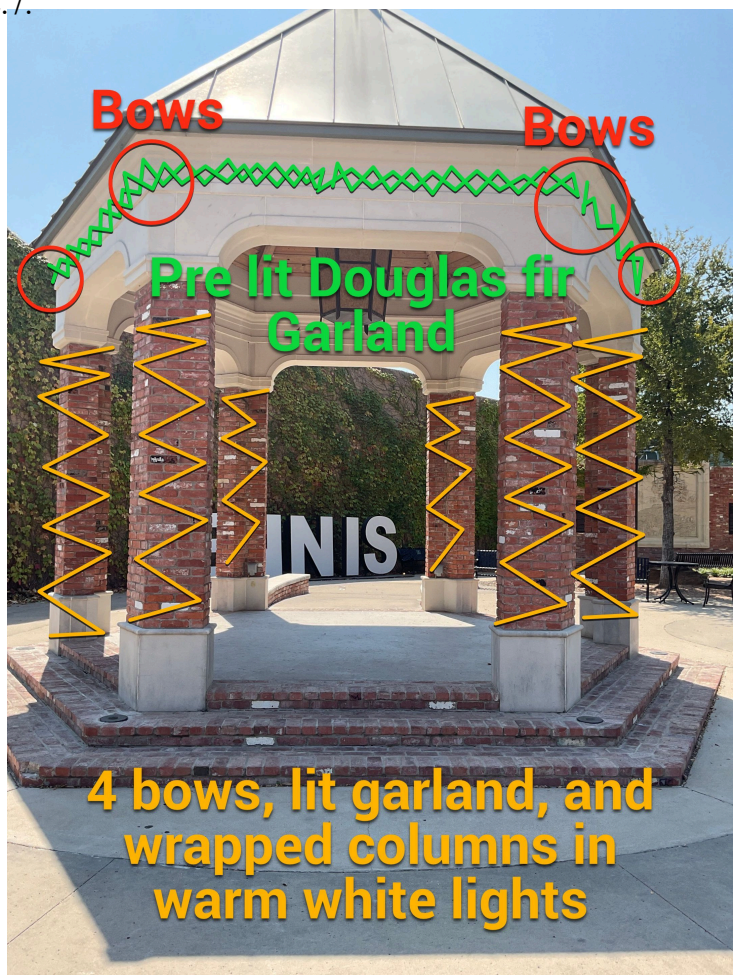
If you are interested in financing, click the link below to get pre-qualified. The financing will be applied after you accept the proposal.

Light It Right - Same As Cash

Light It Right - Low Interest Loan Option

P I C T U R E S

E.7.


Bows
Bows
Pre lit Douglas fir Garland
INIS
4 bows, lit garland, and wrapped columns in warm white lights


NNIS

E.7.




WELCOME CENTER
WELCOME CENTER
Two wreaths with red bows. Warm white C9s lining the windows and arches

E.7


Wrapped trees along Welcome Center walky way. Red bows on light poles



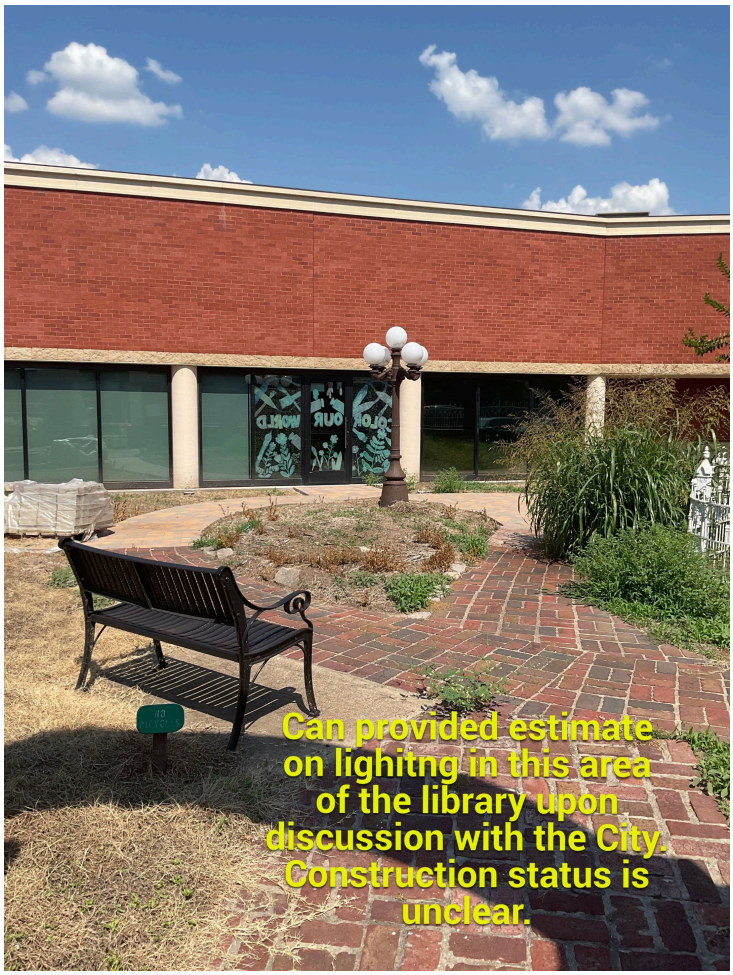
E.7.


ENNIS CITY HALL
5' lit wreath and cool white lights across top to match the tone of the Ennis City Hall lit sign

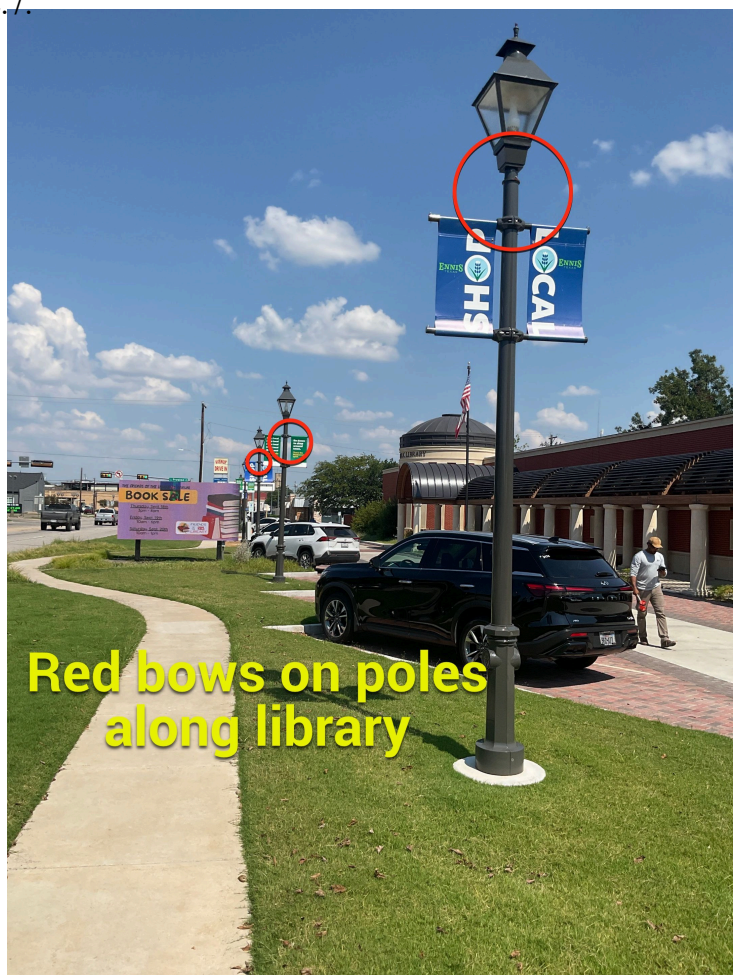

Warm white C9s wrapping the rail road building. Mini spiral lights on wagons and fence

E.7.


White white lights lining archway, fencing, and red bows for accent


Can provided estimate on lighitng in this area of the library upon discussion with the City. Construction status is unclear.

E.7.





Click here if you no longer wish to receive notifications or related information about this proposal.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Approval of an Ordinance accepting and approving the annual update to the Service and Assessment Plan, including the Assessment Roll, for the Prairieview Public Improvement District in accordance with Texas Local Government Code 372.013, as amended.

Meeting: ENNIS CITY COMMISSION - 21 Jul 2026

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

The City Commission of the City of Ennis, Texas, took action on June 1, 2021, to create the Prairieview Public Improvement District (PID) in compliance with Subchapter A of Chapter 372, Texas Local Government Code ("PID Act").

Approved on May 7, 2024, the original Prairieview PID Service and Assessment Plan (SAP) detailed levies to be assessed on properties within Improvement Area #1 of the district to fund the cost of projects.

On September 16, 2025, the Commission adopted the 2025 Amended and Restated Service and Assessment Plan which included revisions associated with the inclusion of the Improvement Area #2.

Approved on October 21, 2025, the Prairieview PID 2025 Amended and Restated Service and Assessment Plan updated the Assessment Roll for Improvement Districts #1 and #2, in connection with the issuance of City of Ennis, Texas, Special Assessment Revenue Bonds, Series 2025, in the principal amount of $13,686,000. These bonds were issued for the purpose of :

- (i) paying a portion of the Improvement Area #1 Project Costs,
- (ii) paying a portion of the Improvement Area #2 Project Costs,
- (iii) funding a reserve fund for payment of principal and interest on the Bonds,
- (iv) paying a portion of the costs incidental to the organization of the District, and
- (v) paying the costs of issuance of the Bonds.

In full compliance with Sections 372.013 and 372.014 of the PID Act, the City Commission of the City of Ennis must review and update a PID's service and assessment plan annually for the purpose of determining the annual indebtedness and projected costs for the authorized improvements.

The Prairieview PID 2026 SAP Update lists an outstanding assessment of $7,501,000.00 and $5,837,000.00 for Improvement Areas #1 and #2, respectively; it also includes the five-year budget forecast, which covers the period between January 31, 2027 and January 31, 2031; and the assessment roll was updated to reflect the remaining outstanding assessment by lot.

By approval of this Ordinance, the Commission approves the 2026 Annual Update of the Prairieview Public Improvement District Service and Assessment Plan.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Ordinance - Prairieview PID 2026 SAP Update

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ACCEPTING AND APPROVING THE ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLL, FOR THE PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 372.013, AS AMENDED; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 1, 2021, the City Commission of the City of Ennis, Texas (the "City Commission") approved Resolution No. 21-0601-E2 establishing the Prairieview Public Improvement District (the "PID") in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Public Improvement District Assessment Act" or "the PID Act"); and

WHEREAS, pursuant to the PID Act, and after publishing and mailing the required notices, the City Commission opened a public hearing on May 7, 2024, regarding the levy of special assessments against certain benefitted property located within the PID, and, after hearing testimony at such public hearing, the City Commission closed the public hearing and adopted Ordinance No. 24-0507-F1 (the "Assessment Ordinance") on May 7, 2024; and

WHEREAS, in the Assessment Ordinance, the City Commission approved and accepted the "Prairieview Public Improvement District Service and Assessment Plan" dated May 7, 2024 (the "Service and Assessment Plan"); and

WHEREAS, on September 16, 2025, the City Commission approved the "Prairieview Public Improvement District 2025 Amended and Restated Service and Assessment Plan" by adopting Ordinance No. 25-0916-F2, which (i) levied special assessments against the Assessed Property within Improvement Area #2, (ii) approved the Improvement Area #1 Assessment Roll, and (iii) approved the Improvement Area #2 Assessment Roll; and

WHEREAS, on October 21, 2025, the City Commission approved the "Prairieview Public Improvement District 2025 Amended and Restated Service and Assessment Plan (October Update)" by adopting Ordinance No. 25-1021-F3, which (i) updated the Improvement Area #1 Assessment Roll, (ii) updated the Improvement Area #2 Assessment Roll, and (iii) incorporated information related to the issuance of the Improvement Area #1-2 Bonds; and

WHEREAS, the Service and Assessment Plan are required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the PID Act requires the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purposes of determining the annual budget for improvements; and

WHEREAS, the City Commission has received the "Prairieview Public Improvement District 2026 Annual Service Plan Update" (the "Annual Service Plan Update"), attached hereto as **Exhibit A**, which includes the updated Assessment Roll and now desires and finds it to be in the public interest to adopt this Ordinance approving and adopting the Annual Service Plan Update and the updated Assessment Roll attached thereto, in compliance with the PID Act.

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

Section 1. Preambles. All matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. Findings. That the recitals and findings in the Recitals of this Ordinance are hereby found and determined to be true and correct and constitute the legislative findings and determinations of the City Commission.

Section 3. Annual Update. The Annual Service Plan Update, attached hereto as **Exhibit A** and incorporated herein by reference, inclusive of the updated Assessment Roll contained therein and made a part thereof, are hereby accepted and approved.

Section 4. Cumulative. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 5. Severability. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

Section 6. Filing in Land Records. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law and charter in such case provide. The City Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City Commission approves this Annual Service Plan Update.

Section 7. Filing in Land Records. This Ordinance shall take effect immediately from and after its passage in accordance with applicable law.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT

2026 ANNUAL SERVICE PLAN UPDATE

JULY 21, 2026

EXHIBIT A

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Prairieview Public Improvement District 2025 Amended and Restated Service and Assessment Plan (October Update) (the "SAP").

The District was created pursuant to the PID Act by Resolution No. 21-0601-E2 on June 1, 2021, by the governing body of the City (the "Governing Body") to finance certain Authorized Improvements for the benefit of the property in the District.

On May 7, 2024, the Governing Body approved the 2024 Service and Assessment Plan for the District by adopting Ordinance No. 24-0507-F1 which (1) approved the levy of certain Assessments for Assessed Property within Improvement Area #1; and (2) approved the Improvement Area #1 Assessment Roll.

On September 16, 2025, the Governing Body approved the 2025 A&R Service and Assessment Plan (September Update) for the District by adopting Ordinance No. 25-0916-F3 which (1) approved the levy of certain Assessments for Assessed Property within Improvement Area #2; (2) approved the Improvement Area #1 Assessment Roll; and (3) approved the Improvement Area #2 Assessment Roll.

On October 21, 2025, the Governing Body approved the SAP for the District by adopting Ordinance No. 25-1021-F3 which (1) updated the Improvement Area #1 Assessment Roll; (2) updated the Improvement Area #2 Assessment Roll; and (3) incorporated information related to issuing the Improvement Area #1-2 Bonds.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcels of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

EXHIBIT A

PARCEL SUBDIVISION

Improvement Area #1

- The final plat of Prairie View, Phase 1A was filed and recorded with the County as document number 2432867 on February 15, 2024.
- The final plat of Prairie View, Phase 1B was filed and recorded with the County as document number 2408332 on March 21, 2024.
- The final plat of Prairie View, Phase 2A was filed and recorded with the County as document number 2414839 on May 14, 2024.

Improvement Area #2

- The final plat of Prairie View, Phase 1C was filed and recorded with the County as document number 2426540 on August 22, 2024.

Remainder Area

- The final plat of Prairie View, Phase 2B was filed and recorded with the County as document number 2432867 on October 15, 2024.
- The final plat of Prairie View, Phase 2C was filed and recorded with the County as document number 2511175 on April 7, 2025.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the SEC's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records, if applicable.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

EXHIBIT A

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of $7,501,000.00.

Improvement Area #2

Improvement Area #2 has an outstanding Assessment of $5,837,000.00.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records, if applicable.

ANNUAL INSTALLMENT DUE 1/31/2027

Improvement Area #1

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.
- ***Additional Interest*** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #1 Annual Installment as shown below.

EXHIBIT A

Improvement Area #1		
Due January 31, 2027		
Principal	$	132,000.00
Interest		387,171.26
	$	519,171.26
Additional Interest	$	37,505.00
Annual Collection Costs	$	34,327.19
Total Annual Installment	**$**	**591,003.45**

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is shown below.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	$ 26,158.33
City Auditor	562.40
Filing Fees	562.40
County Collection	562.40
PID Trustee Fees	2,530.80
Draw Request Review	6,467.59
Issuer CDA Review	2,263.66
Collection Cost Maint. Balance	5,624.00
Less CCMB Credit From Last Year	(11,247.99)
Arbitrage Calculation	843.60
Total Annual Collection Costs	**$ 34,327.19**

Improvement Area #2

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

- ***Additional Interest*** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #2 Annual Installment as shown below.

EXHIBIT A

Improvement Area #2		
Due January 31, 2027		
Principal	$	100,000.00
Interest		302,098.76
	$	402,098.76
Additional Interest	$	29,185.00
Annual Collection Costs	$	26,709.81
Total Annual Installment	**$**	**457,993.57**

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #2 is shown below.

Improvement Area #2	
Annual Collection Costs Breakdown	
Administration	$ 20,353.67
City Auditor	437.60
Filing Fees	437.60
County Collection	437.60
PID Trustee Fees	1,969.20
Draw Request Review	5,032.41
Issuer CDA Review	1,761.34
Collection Cost Maint. Balance	4,376.00
Less CCMB Credit From Last Year	(8,752.01)
Arbitrage Calculation	656.40
Total Annual Collection Costs	**$ 26,709.81**

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

EXHIBIT A

Improvement Area #1						
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 132,000.00	$ 137,000.00	$ 143,000.00	$ 149,000.00	$ 155,000.00
Interest		387,171.26	381,726.26	376,075.00	370,176.26	364,030.00
	(1)	$ 519,171.26	$ 518,726.26	$ 519,075.00	$ 519,176.26	$ 519,030.00
Additional Interest	(2)	$ 37,505.00	$ 36,845.00	$ 36,160.00	$ 35,445.00	$ 34,700.00
Annual Collection Costs	(3)	$ 34,327.19	$ 39,889.73	$ 40,687.53	$ 41,501.28	$ 42,331.31
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 591,003.45**	**$ 595,460.99**	**$ 595,922.53**	**$ 596,122.54**	**$ 596,061.31**

Improvement Area #2						
Annual Installments Due		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 100,000.00	$ 104,000.00	$ 108,000.00	$ 112,000.00	$ 116,000.00
Interest		302,098.76	297,973.76	293,683.76	289,228.76	284,608.76
	(1)	$ 402,098.76	$ 401,973.76	$ 401,683.76	$ 401,228.76	$ 400,608.76
Additional Interest	(2)	$ 29,185.00	$ 28,685.00	$ 28,165.00	$ 27,625.00	$ 27,065.00
Annual Collection Costs	(3)	$ 26,709.81	$ 31,038.01	$ 31,658.77	$ 32,291.95	$ 32,937.79
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 457,993.57**	**$ 461,696.77**	**$ 461,507.53**	**$ 461,145.71**	**$ 460,611.55**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A-1** and **Exhibit A-2**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider

the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

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EXHIBIT A

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306077	Lot Type 2	$19,531.57	$1,538.89
306078	Lot Type 2	$19,531.57	$1,538.89
306079	Lot Type 2	$19,531.57	$1,538.89
306080	Lot Type 2	$19,531.57	$1,538.89
306081	Lot Type 2	$19,531.57	$1,538.89
306082	Lot Type 2	$19,531.57	$1,538.89
306083	Lot Type 2	$19,531.57	$1,538.89
306084	Lot Type 2	$19,531.57	$1,538.89
306085	Lot Type 2	$19,531.57	$1,538.89
306086	Lot Type 2	$19,531.57	$1,538.89
306087	Lot Type 2	$19,531.57	$1,538.89
306088	Lot Type 2	$19,531.57	$1,538.89
306089	Lot Type 2	$19,531.57	$1,538.89
306090	Lot Type 2	$19,531.57	$1,538.89
306091	Non-Benefited Property	$0.00	$0.00
306144	Lot Type 2	$19,531.57	$1,538.89
306145	Lot Type 2	$19,531.57	$1,538.89
306146	Lot Type 2	$19,531.57	$1,538.89
306147	Lot Type 2	$19,531.57	$1,538.89
306148	Lot Type 2	$19,531.57	$1,538.89
306149	Lot Type 2	$19,531.57	$1,538.89
306150	Lot Type 2	$19,531.57	$1,538.89
306151	Lot Type 2	$19,531.57	$1,538.89
306152	Lot Type 2	$19,531.57	$1,538.89
306153	Lot Type 2	$19,531.57	$1,538.89
306154	Lot Type 2	$19,531.57	$1,538.89
306155	Lot Type 2	$19,531.57	$1,538.89
306156	Lot Type 2	$19,531.57	$1,538.89
306157	Non-Benefited Property	$0.00	$0.00
306158	Lot Type 2	$19,531.57	$1,538.89
306159	Lot Type 2	$19,531.57	$1,538.89
306160	Lot Type 2	$19,531.57	$1,538.89
306161	Lot Type 2	$19,531.57	$1,538.89
306162	Lot Type 2	$19,531.57	$1,538.89
306163	Lot Type 2	$19,531.57	$1,538.89
306164	Lot Type 2	$19,531.57	$1,538.89
306165	Lot Type 2	$19,531.57	$1,538.89

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306166	Lot Type 2	$19,531.57	$1,538.89
306167	Lot Type 2	$19,531.57	$1,538.89
306168	Lot Type 2	$19,531.57	$1,538.89
306169	Lot Type 2	$19,531.57	$1,538.89
306170	Lot Type 2	$19,531.57	$1,538.89
306172	Lot Type 2	$19,531.57	$1,538.89
306173	Lot Type 2	$19,531.57	$1,538.89
306174	Lot Type 2	$19,531.57	$1,538.89
306175	Lot Type 2	$19,531.57	$1,538.89
306176	Lot Type 2	$19,531.57	$1,538.89
306177	Lot Type 2	$19,531.57	$1,538.89
306178	Lot Type 2	$19,531.57	$1,538.89
306179	Lot Type 2	$19,531.57	$1,538.89
306180	Lot Type 2	$19,531.57	$1,538.89
306181	Lot Type 2	$19,531.57	$1,538.89
306182	Lot Type 2	$19,531.57	$1,538.89
306183	Lot Type 2	$19,531.57	$1,538.89
306184	Lot Type 2	$19,531.57	$1,538.89
306171	Non-Benefited Property	$0.00	$0.00
306185	Lot Type 2	$19,531.57	$1,538.89
306186	Lot Type 2	$19,531.57	$1,538.89
306187	Lot Type 2	$19,531.57	$1,538.89
306188	Lot Type 2	$19,531.57	$1,538.89
306189	Lot Type 2	$19,531.57	$1,538.89
306190	Lot Type 2	$19,531.57	$1,538.89
306191	Lot Type 2	$19,531.57	$1,538.89
306192	Lot Type 2	$19,531.57	$1,538.89
306193	Lot Type 2	$19,531.57	$1,538.89
306194	Lot Type 2	$19,531.57	$1,538.89
306195	Lot Type 2	$19,531.57	$1,538.89
306197	Lot Type 2	$19,531.57	$1,538.89
306198	Lot Type 2	$19,531.57	$1,538.89
306199	Lot Type 2	$19,531.57	$1,538.89
306200	Lot Type 2	$19,531.57	$1,538.89
306201	Lot Type 2	$19,531.57	$1,538.89
306202	Lot Type 2	$19,531.57	$1,538.89
306203	Lot Type 2	$19,531.57	$1,538.89
306204	Lot Type 2	$19,531.57	$1,538.89
306205	Lot Type 2	$19,531.57	$1,538.89

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306206	Lot Type 2	$19,531.57	$1,538.89
306207	Lot Type 2	$19,531.57	$1,538.89
306208	Lot Type 2	$19,531.57	$1,538.89
306209	Lot Type 2	$19,531.57	$1,538.89
306210	Lot Type 2	$19,531.57	$1,538.89
306211	Lot Type 2	$19,531.57	$1,538.89
306212	Lot Type 2	$19,531.57	$1,538.89
306213	Lot Type 2	$19,531.57	$1,538.89
306214	Lot Type 2	$19,531.57	$1,538.89
306215	Lot Type 2	$19,531.57	$1,538.89
306216	Lot Type 2	$19,531.57	$1,538.89
306217	Lot Type 2	$19,531.57	$1,538.89
306218	Lot Type 2	$19,531.57	$1,538.89
306196	Non-Benefited Property	$0.00	$0.00
306219	Lot Type 2	$19,531.57	$1,538.89
306220	Lot Type 2	$19,531.57	$1,538.89
306221	Lot Type 2	$19,531.57	$1,538.89
306222	Lot Type 2	$19,531.57	$1,538.89
306223	Lot Type 2	$19,531.57	$1,538.89
306224	Lot Type 2	$19,531.57	$1,538.89
306225	Lot Type 2	$19,531.57	$1,538.89
306226	Lot Type 2	$19,531.57	$1,538.89
306227	Lot Type 2	$19,531.57	$1,538.89
306228	Lot Type 2	$19,531.57	$1,538.89
306229	Lot Type 2	$19,531.57	$1,538.89
306230	Lot Type 2	$19,531.57	$1,538.89
306231	Lot Type 2	$19,531.57	$1,538.89
306232	Lot Type 2	$19,531.57	$1,538.89
306233	Lot Type 2	$19,531.57	$1,538.89
306234	Lot Type 2	$19,531.57	$1,538.89
306235	Lot Type 1	$18,858.07	$1,485.83
306236	Lot Type 1	$18,858.07	$1,485.83
306237	Lot Type 2	$19,531.57	$1,538.89
306238	Lot Type 2	$19,531.57	$1,538.89
306239	Lot Type 2	$19,531.57	$1,538.89
306240	Lot Type 2	$19,531.57	$1,538.89
306241	Lot Type 2	$19,531.57	$1,538.89
306242	Lot Type 2	$19,531.57	$1,538.89
306243	Lot Type 2	$19,531.57	$1,538.89

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306244	Lot Type 2	$19,531.57	$1,538.89
306245	Lot Type 2	$19,531.57	$1,538.89
306246	Lot Type 2	$19,531.57	$1,538.89
306247	Lot Type 2	$19,531.57	$1,538.89
306248	Lot Type 2	$19,531.57	$1,538.89
306249	Lot Type 2	$19,531.57	$1,538.89
306250	Lot Type 2	$19,531.57	$1,538.89
306251	Lot Type 2	$19,531.57	$1,538.89
306252	Lot Type 2	$19,531.57	$1,538.89
306253	Lot Type 2	$19,531.57	$1,538.89
306254	Lot Type 1	$18,858.07	$1,485.83
306255	Lot Type 1	$18,858.07	$1,485.83
306256	Lot Type 1	$18,858.07	$1,485.83
306257	Lot Type 1	$18,858.07	$1,485.83
306258	Lot Type 1	$18,858.07	$1,485.83
306259	Lot Type 1	$18,858.07	$1,485.83
306260	Non-Benefited Property	$0.00	$0.00
306261	Lot Type 2	$19,531.57	$1,538.89
306262	Lot Type 2	$19,531.57	$1,538.89
306263	Lot Type 2	$19,531.57	$1,538.89
306264	Lot Type 2	$19,531.57	$1,538.89
306265	Lot Type 2	$19,531.57	$1,538.89
306266	Lot Type 2	$19,531.57	$1,538.89
306267	Lot Type 2	$19,531.57	$1,538.89
306268	Lot Type 2	$19,531.57	$1,538.89
306269	Lot Type 2	$19,531.57	$1,538.89
306270	Lot Type 2	$19,531.57	$1,538.89
306271	Lot Type 2	$19,531.57	$1,538.89
306272	Lot Type 2	$19,531.57	$1,538.89
306273	Non-Benefited Property	$0.00	$0.00
306442	Lot Type 2	$19,531.57	$1,538.89
306443	Lot Type 2	$19,531.57	$1,538.89
306444	Lot Type 2	$19,531.57	$1,538.89
306445	Lot Type 2	$19,531.57	$1,538.89
306446	Lot Type 2	$19,531.57	$1,538.89
306447	Lot Type 2	$19,531.57	$1,538.89
306448	Lot Type 1	$18,858.07	$1,485.83
306449	Lot Type 1	$18,858.07	$1,485.83
306450	Lot Type 1	$18,858.07	$1,485.83

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306451	Lot Type 1	$18,858.07	$1,485.83
306452	Lot Type 2	$19,531.57	$1,538.89
306453	Lot Type 2	$19,531.57	$1,538.89
306454	Lot Type 2	$19,531.57	$1,538.89
306455	Lot Type 2	$19,531.57	$1,538.89
306456	Lot Type 2	$19,531.57	$1,538.89
306457	Lot Type 2	$19,531.57	$1,538.89
306458	Lot Type 2	$19,531.57	$1,538.89
306459	Lot Type 2	$19,531.57	$1,538.89
306460	Lot Type 2	$19,531.57	$1,538.89
306461	Lot Type 2	$19,531.57	$1,538.89
306464	Lot Type 2	$19,531.57	$1,538.89
306465	Lot Type 2	$19,531.57	$1,538.89
306466	Lot Type 2	$19,531.57	$1,538.89
306467	Lot Type 2	$19,531.57	$1,538.89
306468	Lot Type 2	$19,531.57	$1,538.89
306469	Lot Type 2	$19,531.57	$1,538.89
306479	Lot Type 1	$18,858.07	$1,485.83
306480	Lot Type 1	$18,858.07	$1,485.83
306481	Lot Type 1	$18,858.07	$1,485.83
306482	Lot Type 1	$18,858.07	$1,485.83
306483	Lot Type 1	$18,858.07	$1,485.83
306484	Lot Type 1	$18,858.07	$1,485.83
306485	Lot Type 1	$18,858.07	$1,485.83
306486	Lot Type 1	$18,858.07	$1,485.83
306487	Lot Type 1	$18,858.07	$1,485.83
306488	Lot Type 1	$18,858.07	$1,485.83
306489	Lot Type 1	$18,858.07	$1,485.83
306490	Lot Type 1	$18,858.07	$1,485.83
306491	Lot Type 1	$18,858.07	$1,485.83
306492	Lot Type 1	$18,858.07	$1,485.83
306493	Lot Type 1	$18,858.07	$1,485.83
306494	Lot Type 1	$18,858.07	$1,485.83
306495	Lot Type 2	$19,531.57	$1,538.89
306496	Lot Type 2	$19,531.57	$1,538.89
306497	Lot Type 2	$19,531.57	$1,538.89
306498	Lot Type 2	$19,531.57	$1,538.89
306499	Lot Type 2	$19,531.57	$1,538.89
306500	Lot Type 2	$19,531.57	$1,538.89

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306501	Lot Type 2	$19,531.57	$1,538.89
306502	Lot Type 2	$19,531.57	$1,538.89
306503	Lot Type 2	$19,531.57	$1,538.89
306504	Lot Type 2	$19,531.57	$1,538.89
306505	Lot Type 2	$19,531.57	$1,538.89
306506	Lot Type 2	$19,531.57	$1,538.89
306507	Lot Type 2	$19,531.57	$1,538.89
306508	Lot Type 2	$19,531.57	$1,538.89
306509	Lot Type 2	$19,531.57	$1,538.89
306510	Lot Type 1	$18,858.07	$1,485.83
306511	Lot Type 1	$18,858.07	$1,485.83
306512	Lot Type 1	$18,858.07	$1,485.83
306513	Lot Type 1	$18,858.07	$1,485.83
306514	Lot Type 1	$18,858.07	$1,485.83
306515	Lot Type 1	$18,858.07	$1,485.83
306516	Lot Type 1	$18,858.07	$1,485.83
306517	Lot Type 1	$18,858.07	$1,485.83
306518	Lot Type 1	$18,858.07	$1,485.83
306519	Lot Type 1	$18,858.07	$1,485.83
306520	Lot Type 1	$18,858.07	$1,485.83
306521	Lot Type 1	$18,858.07	$1,485.83
306522	Lot Type 1	$18,858.07	$1,485.83
306525	Lot Type 1	$18,858.07	$1,485.83
306526	Lot Type 1	$18,858.07	$1,485.83
306527	Lot Type 1	$18,858.07	$1,485.83
306528	Lot Type 1	$18,858.07	$1,485.83
306529	Lot Type 1	$18,858.07	$1,485.83
306530	Lot Type 1	$18,858.07	$1,485.83
306531	Lot Type 1	$18,858.07	$1,485.83
306532	Lot Type 2	$19,531.57	$1,538.89
306533	Lot Type 2	$19,531.57	$1,538.89
306534	Lot Type 2	$19,531.57	$1,538.89
306535	Lot Type 2	$19,531.57	$1,538.89
306536	Lot Type 2	$19,531.57	$1,538.89
306537	Lot Type 2	$19,531.57	$1,538.89
306538	Lot Type 2	$19,531.57	$1,538.89
306539	Lot Type 2	$19,531.57	$1,538.89
306540	Lot Type 2	$19,531.57	$1,538.89
306541	Lot Type 2	$19,531.57	$1,538.89

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306543	Lot Type 1	$18,858.07	$1,485.83
306544	Lot Type 1	$18,858.07	$1,485.83
306545	Lot Type 1	$18,858.07	$1,485.83
306546	Lot Type 1	$18,858.07	$1,485.83
306547	Lot Type 1	$18,858.07	$1,485.83
306548	Lot Type 1	$18,858.07	$1,485.83
306549	Lot Type 1	$18,858.07	$1,485.83
306550	Lot Type 1	$18,858.07	$1,485.83
306551	Lot Type 1	$18,858.07	$1,485.83
306556	Lot Type 1	$18,858.07	$1,485.83
306557	Lot Type 1	$18,858.07	$1,485.83
306558	Lot Type 1	$18,858.07	$1,485.83
306559	Lot Type 1	$18,858.07	$1,485.83
306560	Lot Type 1	$18,858.07	$1,485.83
306561	Lot Type 1	$18,858.07	$1,485.83
306562	Lot Type 1	$18,858.07	$1,485.83
306563	Lot Type 1	$18,858.07	$1,485.83
306564	Lot Type 1	$18,858.07	$1,485.83
306565	Lot Type 1	$18,858.07	$1,485.83
306566	Lot Type 1	$18,858.07	$1,485.83
306567	Lot Type 1	$18,858.07	$1,485.83
306568	Lot Type 1	$18,858.07	$1,485.83
306569	Lot Type 1	$18,858.07	$1,485.83
306570	Lot Type 1	$18,858.07	$1,485.83
306571	Lot Type 1	$18,858.07	$1,485.83
306572	Lot Type 1	$18,858.07	$1,485.83
306573	Lot Type 1	$18,858.07	$1,485.83
306574	Lot Type 1	$18,858.07	$1,485.83
306575	Lot Type 1	$18,858.07	$1,485.83
306668	Lot Type 1	$18,858.07	$1,485.83
306669	Lot Type 1	$18,858.07	$1,485.83
306670	Lot Type 1	$18,858.07	$1,485.83
306671	Lot Type 1	$18,858.07	$1,485.83
306672	Lot Type 1	$18,858.07	$1,485.83
306673	Lot Type 1	$18,858.07	$1,485.83
306674	Lot Type 1	$18,858.07	$1,485.83
306675	Lot Type 1	$18,858.07	$1,485.83
306676	Lot Type 1	$18,858.07	$1,485.83
306677	Lot Type 1	$18,858.07	$1,485.83

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306678	Lot Type 1	$18,858.07	$1,485.83
306680	Lot Type 3	$20,003.03	$1,576.04
306681	Lot Type 3	$20,003.03	$1,576.04
306682	Lot Type 3	$20,003.03	$1,576.04
306683	Lot Type 1	$18,858.07	$1,485.83
306684	Lot Type 1	$18,858.07	$1,485.83
306685	Lot Type 1	$18,858.07	$1,485.83
306686	Lot Type 1	$18,858.07	$1,485.83
306687	Lot Type 1	$18,858.07	$1,485.83
306688	Lot Type 1	$18,858.07	$1,485.83
306689	Lot Type 1	$18,858.07	$1,485.83
306690	Lot Type 1	$18,858.07	$1,485.83
306691	Lot Type 1	$18,858.07	$1,485.83
306692	Non-Benefited Property	$0.00	$0.00
306679	Non-Benefited Property	$0.00	$0.00
306693	Lot Type 3	$20,003.03	$1,576.04
306694	Lot Type 3	$20,003.03	$1,576.04
306695	Lot Type 3	$20,003.03	$1,576.04
306696	Lot Type 3	$20,003.03	$1,576.04
306697	Lot Type 3	$20,003.03	$1,576.04
306698	Lot Type 3	$20,003.03	$1,576.04
306699	Lot Type 3	$20,003.03	$1,576.04
306700	Lot Type 3	$20,003.03	$1,576.04
306701	Lot Type 3	$20,003.03	$1,576.04
306702	Lot Type 3	$20,003.03	$1,576.04
306703	Lot Type 3	$20,003.03	$1,576.04
306704	Lot Type 3	$20,003.03	$1,576.04
306705	Lot Type 3	$20,003.03	$1,576.04
306706	Lot Type 3	$20,003.03	$1,576.04
306707	Lot Type 3	$20,003.03	$1,576.04
306708	Lot Type 3	$20,003.03	$1,576.04
306709	Lot Type 3	$20,003.03	$1,576.04
306710	Lot Type 3	$20,003.03	$1,576.04
306711	Lot Type 3	$20,003.03	$1,576.04
306712	Lot Type 3	$20,003.03	$1,576.04
306724	Lot Type 3	$20,003.03	$1,576.04
306725	Lot Type 3	$20,003.03	$1,576.04
306726	Lot Type 3	$20,003.03	$1,576.04
306727	Lot Type 3	$20,003.03	$1,576.04

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306728	Lot Type 3	$20,003.03	$1,576.04
306729	Lot Type 3	$20,003.03	$1,576.04
306730	Lot Type 3	$20,003.03	$1,576.04
306731	Lot Type 3	$20,003.03	$1,576.04
306732	Lot Type 3	$20,003.03	$1,576.04
306733	Lot Type 3	$20,003.03	$1,576.04
306734	Lot Type 3	$20,003.03	$1,576.04
306735	Lot Type 3	$20,003.03	$1,576.04
306736	Lot Type 3	$20,003.03	$1,576.04
306737	Lot Type 3	$20,003.03	$1,576.04
306738	Lot Type 3	$20,003.03	$1,576.04
306739	Lot Type 3	$20,003.03	$1,576.04
306740	Lot Type 3	$20,003.03	$1,576.04
306741	Lot Type 3	$20,003.03	$1,576.04
306742	Lot Type 3	$20,003.03	$1,576.04
306743	Lot Type 3	$20,003.03	$1,576.04
306744	Lot Type 3	$20,003.03	$1,576.04
306745	Lot Type 3	$20,003.03	$1,576.04
306746	Lot Type 3	$20,003.03	$1,576.04
306747	Lot Type 3	$20,003.03	$1,576.04
306748	Lot Type 3	$20,003.03	$1,576.04
306749	Lot Type 3	$20,003.03	$1,576.04
306750	Lot Type 3	$20,003.03	$1,576.04
306751	Lot Type 3	$20,003.03	$1,576.04
306752	Lot Type 3	$20,003.03	$1,576.04
306753	Lot Type 3	$20,003.03	$1,576.04
306754	Lot Type 3	$20,003.03	$1,576.04
306755	Lot Type 3	$20,003.03	$1,576.04
306756	Lot Type 3	$20,003.03	$1,576.04
306757	Lot Type 3	$20,003.03	$1,576.04
306758	Lot Type 3	$20,003.03	$1,576.04
306759	Lot Type 3	$20,003.03	$1,576.04
306760	Lot Type 3	$20,003.03	$1,576.04
306761	Lot Type 3	$20,003.03	$1,576.04
306762	Lot Type 3	$20,003.03	$1,576.04
306763	Lot Type 3	$20,003.03	$1,576.04
306713	Lot Type 3	$20,003.03	$1,576.04
306714	Lot Type 3	$20,003.03	$1,576.04
306715	Lot Type 3	$20,003.03	$1,576.04

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306716	Lot Type 3	$20,003.03	$1,576.04
306717	Lot Type 3	$20,003.03	$1,576.04
306718	Lot Type 3	$20,003.03	$1,576.04
306719	Lot Type 3	$20,003.03	$1,576.04
306720	Lot Type 3	$20,003.03	$1,576.04
306721	Lot Type 3	$20,003.03	$1,576.04
306722	Lot Type 3	$20,003.03	$1,576.04
306723	Lot Type 3	$20,003.03	$1,576.04
306779	Lot Type 1	$18,858.07	$1,485.83
306780	Lot Type 1	$18,858.07	$1,485.83
306781	Lot Type 1	$18,858.07	$1,485.83
306782	Lot Type 1	$18,858.07	$1,485.83
306783	Lot Type 1	$18,858.07	$1,485.83
306784	Lot Type 1	$18,858.07	$1,485.83
306785	Lot Type 1	$18,858.07	$1,485.83
306786	Lot Type 1	$18,858.07	$1,485.83
306787	Lot Type 1	$18,858.07	$1,485.83
306788	Lot Type 1	$18,858.07	$1,485.83
306789	Lot Type 1	$18,858.07	$1,485.83
306790	Lot Type 1	$18,858.07	$1,485.83
306791	Lot Type 1	$18,858.07	$1,485.83
306792	Lot Type 1	$18,858.07	$1,485.83
306793	Lot Type 1	$18,858.07	$1,485.83
306794	Lot Type 1	$18,858.07	$1,485.83
306795	Lot Type 1	$18,858.07	$1,485.83
306796	Lot Type 1	$18,858.07	$1,485.83
306797	Lot Type 1	$18,858.07	$1,485.83
306798	Lot Type 1	$18,858.07	$1,485.83
306799	Lot Type 1	$18,858.07	$1,485.83
306800	Lot Type 1	$18,858.07	$1,485.83
306764	Lot Type 3	$20,003.03	$1,576.04
306765	Lot Type 3	$20,003.03	$1,576.04
306766	Lot Type 3	$20,003.03	$1,576.04
306767	Lot Type 3	$20,003.03	$1,576.04
306768	Lot Type 3	$20,003.03	$1,576.04
306769	Lot Type 3	$20,003.03	$1,576.04
306770	Lot Type 3	$20,003.03	$1,576.04
306771	Lot Type 3	$20,003.03	$1,576.04
306772	Lot Type 3	$20,003.03	$1,576.04

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Total Annual Installment Due 1/31/2027[c]
306773	Lot Type 3	$20,003.03	$1,576.04
306774	Lot Type 3	$20,003.03	$1,576.04
306775	Lot Type 3	$20,003.03	$1,576.04
306776	Lot Type 3	$20,003.03	$1,576.04
306777	Lot Type 3	$20,003.03	$1,576.04
306778	Lot Type 3	$20,003.03	$1,576.04
Total[b]		**$7,501,000.00**	**$591,003.75**

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Totals may not sum or match the Service Plan or Improvement Area #1 Annual Installment Schedule due to rounding.

[c] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT A

EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[d]
307554	Lot Type 4		$18,793.68	$1,474.63
307555	Lot Type 4		$18,793.68	$1,474.63
307556	Lot Type 4		$18,793.68	$1,474.63
307557	Lot Type 4		$18,793.68	$1,474.63
307558	Lot Type 4		$18,793.68	$1,474.63
307559	Lot Type 4		$18,793.68	$1,474.63
307560	Lot Type 4		$18,793.68	$1,474.63
307561	Lot Type 6		$19,876.71	$1,559.60
307572	Lot Type 6		$19,876.71	$1,559.60
307573	Lot Type 4		$18,793.68	$1,474.63
307574	Lot Type 6		$19,876.71	$1,559.60
307575	Lot Type 6		$19,876.71	$1,559.60
307576	Lot Type 4		$18,793.68	$1,474.63
307577	Lot Type 6		$19,876.71	$1,559.60
307578	Lot Type 6		$19,876.71	$1,559.60
307562	Lot Type 6		$19,876.71	$1,559.60
307563	Lot Type 4		$18,793.68	$1,474.63
307564	Lot Type 4		$18,793.68	$1,474.63
307565	Lot Type 4		$18,793.68	$1,474.63
307566	Lot Type 4		$18,793.68	$1,474.63
307567	Lot Type 4		$18,793.68	$1,474.63
307568	Lot Type 4		$18,793.68	$1,474.63
307569	Lot Type 4		$18,793.68	$1,474.63
307570	Lot Type 6		$19,876.71	$1,559.60
307579	Lot Type 6		$19,876.71	$1,559.60
307580	Lot Type 6		$19,876.71	$1,559.60
307581	Lot Type 6		$19,876.71	$1,559.60
307582	Lot Type 6		$19,876.71	$1,559.60
307583	Lot Type 6		$19,876.71	$1,559.60
307584	Lot Type 6		$19,876.71	$1,559.60
307585	Lot Type 6		$19,876.71	$1,559.60
307586	Lot Type 5		$19,430.76	$1,524.61
307587	Lot Type 5		$19,430.76	$1,524.61
307588	Lot Type 5		$19,430.76	$1,524.61
307589	Lot Type 5		$19,430.76	$1,524.61
307590	Lot Type 5		$19,430.76	$1,524.61
307591	Lot Type 5		$19,430.76	$1,524.61

EXHIBIT A

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[d]
307592	Lot Type 5		$19,430.76	$1,524.61
307593	Lot Type 5		$19,430.76	$1,524.61
307594	Lot Type 6		$19,876.71	$1,559.60
307595	Lot Type 5		$19,430.76	$1,524.61
307596	Lot Type 5		$19,430.76	$1,524.61
307597	Lot Type 5		$19,430.76	$1,524.61
307598	Lot Type 5		$19,430.76	$1,524.61
307599	Lot Type 5		$19,430.76	$1,524.61
307600	Lot Type 5		$19,430.76	$1,524.61
307601	Lot Type 5		$19,430.76	$1,524.61
307602	Lot Type 5		$19,430.76	$1,524.61
307603	Lot Type 5		$19,430.76	$1,524.61
307604	Lot Type 5		$19,430.76	$1,524.61
307605	Lot Type 6		$19,876.71	$1,559.60
307606	Lot Type 6		$19,876.71	$1,559.60
307607	Lot Type 4		$18,793.68	$1,474.63
307608	Lot Type 4		$18,793.68	$1,474.63
307609	Lot Type 4		$18,793.68	$1,474.63
307610	Lot Type 4		$18,793.68	$1,474.63
307611	Lot Type 4		$18,793.68	$1,474.63
307612	Lot Type 4		$18,793.68	$1,474.63
307613	Lot Type 4		$18,793.68	$1,474.63
307614	Lot Type 4		$18,793.68	$1,474.63
307615	Lot Type 6		$19,876.71	$1,559.60
307617	Lot Type 6		$19,876.71	$1,559.60
307618	Lot Type 5		$19,430.76	$1,524.61
307619	Lot Type 5		$19,430.76	$1,524.61
307620	Lot Type 5		$19,430.76	$1,524.61
307621	Lot Type 5		$19,430.76	$1,524.61
307622	Lot Type 5		$19,430.76	$1,524.61
307623	Lot Type 5		$19,430.76	$1,524.61
307624	Lot Type 5		$19,430.76	$1,524.61
307625	Lot Type 5		$19,430.76	$1,524.61
307626	Lot Type 5		$19,430.76	$1,524.61
307627	Lot Type 5		$19,430.76	$1,524.61
307628	Lot Type 4		$18,793.68	$1,474.63
307629	Lot Type 4		$18,793.68	$1,474.63
307630	Lot Type 4		$18,793.68	$1,474.63
307631	Lot Type 4		$18,793.68	$1,474.63
307632	Lot Type 4		$18,793.68	$1,474.63

EXHIBIT A

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[d]
307633	Lot Type 4		$18,793.68	$1,474.63
307634	Lot Type 4		$18,793.68	$1,474.63
307635	Lot Type 4		$18,793.68	$1,474.63
307636	Lot Type 4		$18,793.68	$1,474.63
307637	Lot Type 4		$18,793.68	$1,474.63
307638	Lot Type 4		$18,793.68	$1,474.63
307639	Lot Type 4		$18,793.68	$1,474.63
307640	Non-Benefited Property		$0.00	$0.00
307641	Non-Benefited Property		$0.00	$0.00
307642	Lot Type 4		$18,793.68	$1,474.63
307643	Lot Type 4		$18,793.68	$1,474.63
307644	Lot Type 4		$18,793.68	$1,474.63
307645	Lot Type 4		$18,793.68	$1,474.63
307646	Lot Type 4		$18,793.68	$1,474.63
307647	Lot Type 4		$18,793.68	$1,474.63
307648	Lot Type 4		$18,793.68	$1,474.63
307649	Lot Type 4		$18,793.68	$1,474.63
307650	Lot Type 4		$18,793.68	$1,474.63
307651	Lot Type 4		$18,793.68	$1,474.63
307652	Lot Type 4		$18,793.68	$1,474.63
307653	Lot Type 4		$18,793.68	$1,474.63
307654	Lot Type 4		$18,793.68	$1,474.63
307655	Lot Type 4		$18,793.68	$1,474.63
307656	Lot Type 4		$18,793.68	$1,474.63
307657	Lot Type 4		$18,793.68	$1,474.63
307658	Lot Type 4		$18,793.68	$1,474.63
307659	Lot Type 4		$18,793.68	$1,474.63
307660	Lot Type 4		$18,793.68	$1,474.63
307661	Lot Type 4		$18,793.68	$1,474.63
307662	Lot Type 6		$19,876.71	$1,559.60
307663	Lot Type 6		$19,876.71	$1,559.60
307664	Lot Type 6		$19,876.71	$1,559.60
307665	Lot Type 4		$18,793.68	$1,474.63
307666	Lot Type 4		$18,793.68	$1,474.63
307667	Lot Type 4		$18,793.68	$1,474.63
307668	Lot Type 4		$18,793.68	$1,474.63
307669	Lot Type 4		$18,793.68	$1,474.63
307670	Lot Type 4		$18,793.68	$1,474.63
307671	Non-Benefited Property		$0.00	$0.00
307698	Non-Benefited Property		$0.00	$0.00

EXHIBIT A

Property ID[a]	Lot Type	Note	Outstanding Assessment	Total Annual Installment Due 1/31/2027[d]
307672	Lot Type 6		$19,876.71	$1,559.60
307673	Lot Type 6		$19,876.71	$1,559.60
307674	Lot Type 6		$19,876.71	$1,559.60
307675	Lot Type 6		$19,876.71	$1,559.60
307676	Lot Type 6		$19,876.71	$1,559.60
307677	Lot Type 6		$19,876.71	$1,559.60
307678	Lot Type 6		$19,876.71	$1,559.60
307679	Lot Type 4		$18,793.68	$1,474.63
307680	Lot Type 4		$18,793.68	$1,474.63
307681	Lot Type 4		$18,793.68	$1,474.63
307682	Lot Type 4		$18,793.68	$1,474.63
307683	Lot Type 4		$18,793.68	$1,474.63
307684	Lot Type 4		$18,793.68	$1,474.63
307685	Lot Type 4		$18,793.68	$1,474.63
307686	Lot Type 4		$18,793.68	$1,474.63
307687	Lot Type 6		$19,876.71	$1,559.60
307688	Lot Type 6		$19,876.71	$1,559.60
307689	Lot Type 4		$18,793.68	$1,474.63
307690	Lot Type 4		$18,793.68	$1,474.63
307691	Lot Type 4		$18,793.68	$1,474.63
307692	Lot Type 4		$18,793.68	$1,474.63
307693	Lot Type 4		$18,793.68	$1,474.63
307694	Lot Type 4		$18,793.68	$1,474.63
307695	Lot Type 4		$18,793.68	$1,474.63
307696	Lot Type 4		$18,793.68	$1,474.63
307697	Lot Type 6		$19,876.71	$1,559.60
159589	Improvement Area #2 Remainder Parcel	[b]	$3,171,099.87	$248,816.75
Total[c]			**$5,837,000.00**	**$457,993.77**

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] The entire Improvement Area #2 Remainder Parcel is contained within Property ID 159589. For billing purposes, the Improvement Area #2 Annual Installment due 1/31/2027 allocable to the Improvement Area #2 Remainder Parcel shall be allocated to each Property ID based on the anticipated Lot Types within each boundary of such Parcel. Future allocation of the Assessment will be done in accordance with **Section VI** of the SAP.

[c] Totals may not sum or match the Service Plan or Improvement Area #2 Annual Installment Schedule due to rounding.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT A

EXHIBIT B – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1-2 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 15)	Principal	Interest	Total
2026	$348,000	$580,490.63	$928,490.63
2027	232,000	689,270.02	921,270.02
2028	241,000	679,700.02	920,700.02
2029	251,000	669,758.76	920,758.76
2030	261,000	659,405.02	920,405.02
2031	271,000	648,638.76	919,638.76
2032	282,000	637,460.02	919,460.02
2033	294,000	625,827.50	919,827.50
2034	305,000	613,700.00	918,700.00
2035	319,000	601,118.76	920,118.76
2036	331,000	587,960.00	918,960.00
2037	348,000	570,582.50	918,582.50
2038	367,000	552,312.50	919,312.50
2039	387,000	533,045.00	920,045.00
2040	407,000	512,727.50	919,727.50
2041	428,000	491,360.00	919,360.00
2042	451,000	468,890.00	919,890.00
2043	475,000	445,212.50	920,212.50
2044	500,000	420,275.00	920,275.00
2045	526,000	394,025.00	920,025.00
2046	555,000	366,410.00	921,410.00
2047	586,000	335,885.00	921,885.00
2048	619,000	303,655.00	922,655.00
2049	654,000	269,610.00	923,610.00
2050	691,000	233,640.00	924,640.00
2051	731,000	195,635.00	926,635.00
2052	771,000	155,430.00	926,430.00
2053	815,000	113,025.00	928,025.00
2054	862,000	68,200.00	930,200.00
2055	378,000	20,790.00	398,790.00
Total	$13,686,000	$13,444,039.49	$27,130,039.49

EXHIBIT A

EXHIBIT C-1 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP

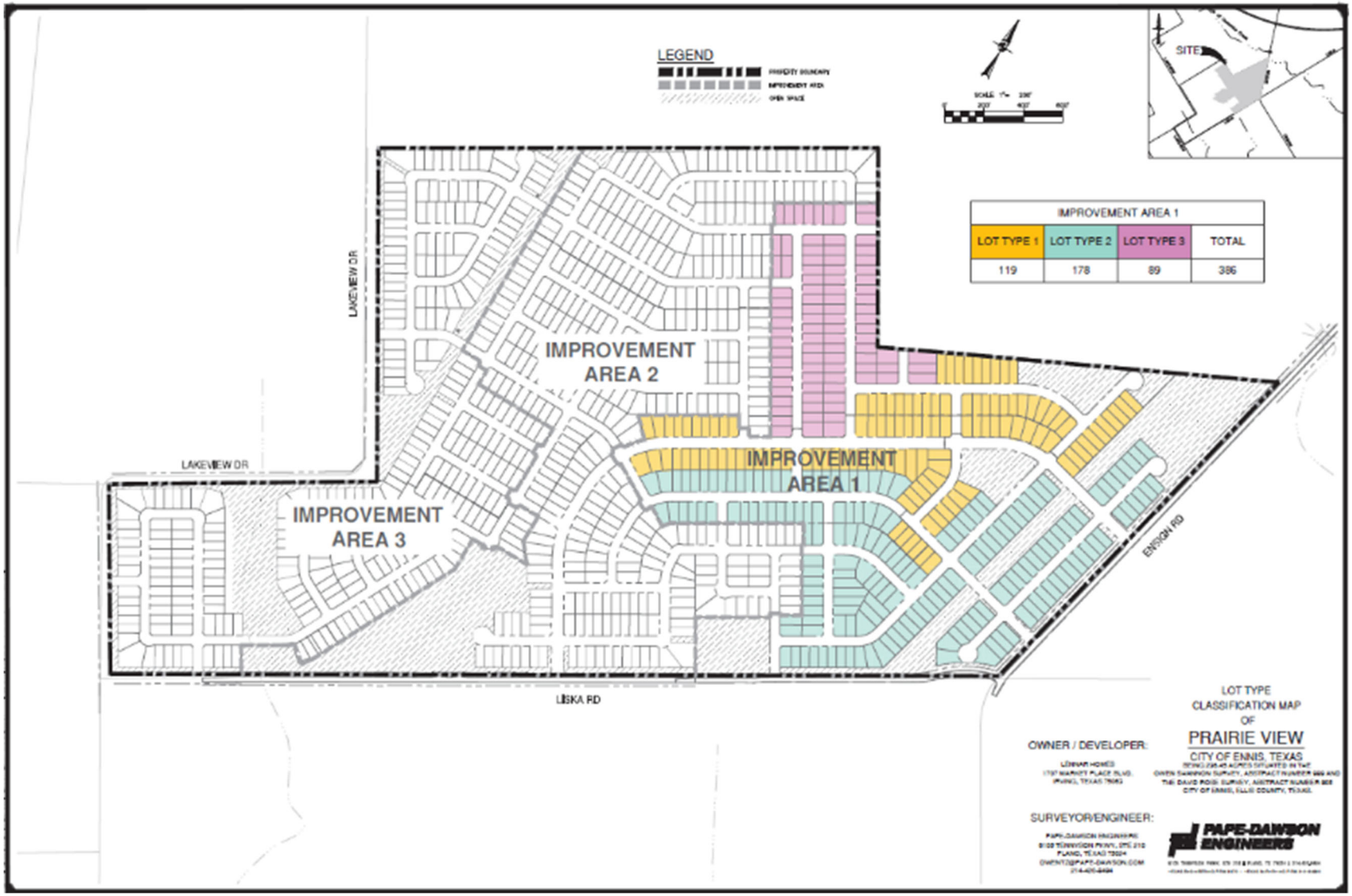


EXHIBIT A

EXHIBIT C-2 – IMPROVEMENT AREA #2 LOT TYPE CLASSIFICATION MAP

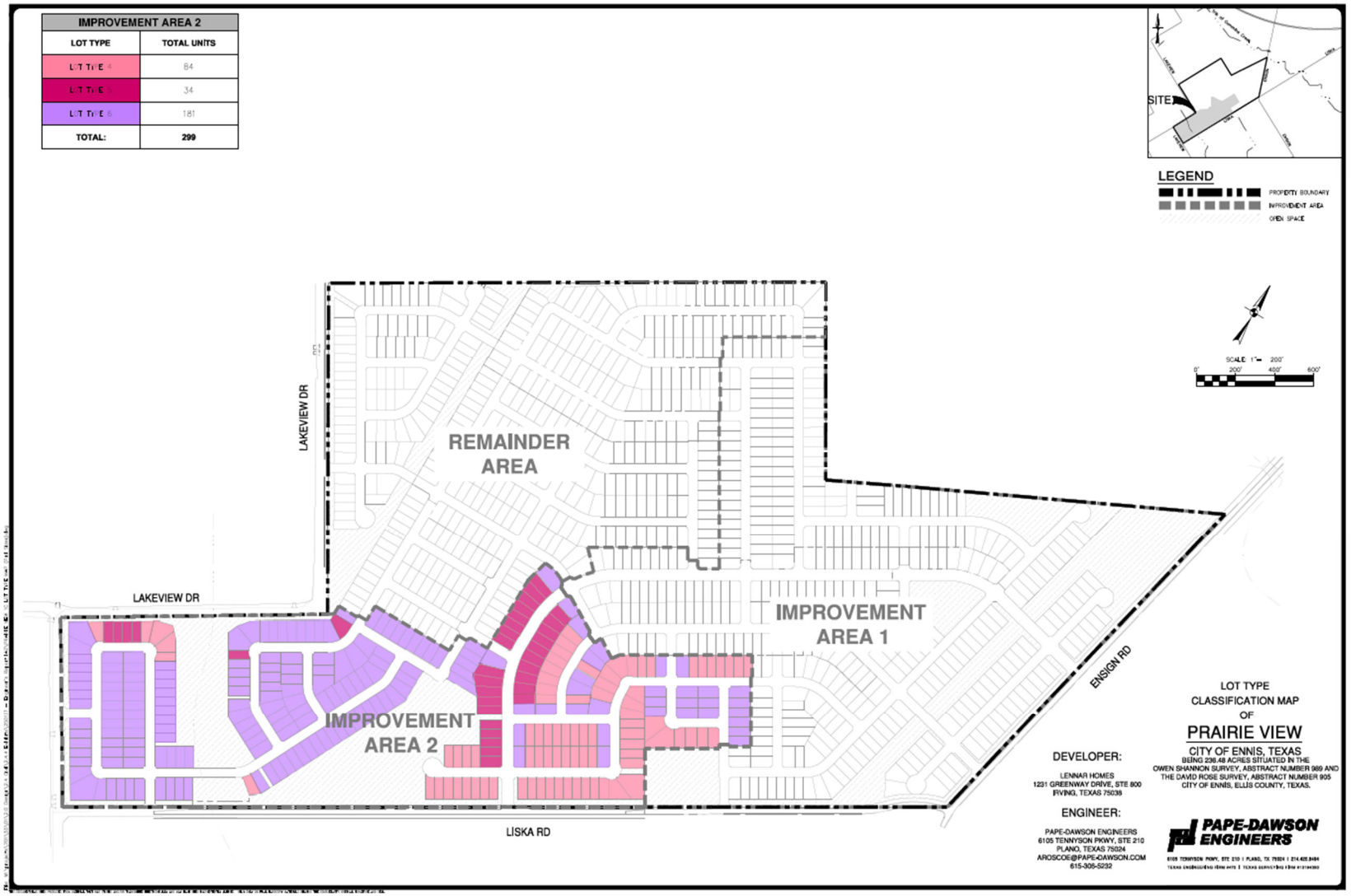


EXHIBIT A

EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area #1
  - Lot Type 1
  - Lot Type 2
  - Lot Type 3
- Improvement Area #2
  - Improvement Area #2 Remainder Parcel
  - Lot Type 4
  - Lot Type 5
  - Lot Type 6

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: $18,858.07

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 331.86	$ 973.38	$ 94.29	$ 86.30	$ 1,485.83
2028	$ 344.43	$ 959.69	$ 92.63	$ 100.29	$ 1,497.03
2029	$ 359.51	$ 945.48	$ 90.91	$ 102.29	$ 1,498.19
2030	$ 374.60	$ 930.65	$ 89.11	$ 104.34	$ 1,498.70
2031	$ 389.68	$ 915.20	$ 87.24	$ 106.42	$ 1,498.54
2032	$ 404.77	$ 899.12	$ 85.29	$ 108.55	$ 1,497.73
2033	$ 422.36	$ 882.43	$ 83.27	$ 110.72	$ 1,498.78
2034	$ 439.96	$ 865.00	$ 81.15	$ 112.94	$ 1,499.06
2035	$ 460.08	$ 846.86	$ 78.95	$ 115.20	$ 1,501.08
2036	$ 477.67	$ 827.88	$ 76.65	$ 117.50	$ 1,499.71
2037	$ 502.81	$ 802.80	$ 74.27	$ 119.85	$ 1,499.73
2038	$ 530.47	$ 776.40	$ 71.75	$ 122.25	$ 1,500.87
2039	$ 560.64	$ 748.55	$ 69.10	$ 124.69	$ 1,502.98
2040	$ 590.81	$ 719.12	$ 66.30	$ 127.19	$ 1,503.41
2041	$ 620.98	$ 688.10	$ 63.34	$ 129.73	$ 1,502.15
2042	$ 656.17	$ 655.50	$ 60.24	$ 132.32	$ 1,504.24
2043	$ 691.37	$ 621.05	$ 56.96	$ 134.97	$ 1,504.35
2044	$ 729.08	$ 584.75	$ 53.50	$ 137.67	$ 1,505.01
2045	$ 766.79	$ 546.48	$ 49.85	$ 140.42	$ 1,503.55
2046	$ 809.53	$ 506.22	$ 46.02	$ 143.23	$ 1,505.01
2047	$ 854.79	$ 461.70	$ 41.97	$ 146.10	$ 1,504.55
2048	$ 905.07	$ 414.68	$ 37.70	$ 149.02	$ 1,506.47
2049	$ 957.86	$ 364.91	$ 33.17	$ 152.00	$ 1,507.94
2050	$ 1,010.66	$ 312.22	$ 28.38	$ 155.04	$ 1,506.30
2051	$ 1,071.00	$ 256.64	$ 23.33	$ 158.14	$ 1,509.10
2052	$ 1,131.33	$ 197.73	$ 17.98	$ 161.30	$ 1,508.34
2053	$ 1,196.70	$ 135.51	$ 12.32	$ 164.53	$ 1,509.06
2054	$ 1,267.09	$ 69.69	$ 6.34	$ 167.82	$ 1,510.94
Total[c]	**$ 18,858.07**	**$ 17,907.75**	**$ 1,672.01**	**$ 3,630.83**	**$ 42,068.66**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: $19,531.57

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 343.71	$ 1,008.14	$ 97.66	$ 89.38	$ 1,538.89
2028	$ 356.73	$ 993.96	$ 95.94	$ 103.87	$ 1,550.50
2029	$ 372.35	$ 979.25	$ 94.16	$ 105.94	$ 1,551.70
2030	$ 387.98	$ 963.89	$ 92.29	$ 108.06	$ 1,552.22
2031	$ 403.60	$ 947.88	$ 90.35	$ 110.22	$ 1,552.06
2032	$ 419.22	$ 931.24	$ 88.34	$ 112.43	$ 1,551.22
2033	$ 437.45	$ 913.94	$ 86.24	$ 114.68	$ 1,552.31
2034	$ 455.68	$ 895.90	$ 84.05	$ 116.97	$ 1,552.60
2035	$ 476.51	$ 877.10	$ 81.77	$ 119.31	$ 1,554.69
2036	$ 494.73	$ 857.45	$ 79.39	$ 121.70	$ 1,553.27
2037	$ 520.77	$ 831.47	$ 76.92	$ 124.13	$ 1,553.29
2038	$ 549.42	$ 804.13	$ 74.31	$ 126.61	$ 1,554.47
2039	$ 580.66	$ 775.29	$ 71.57	$ 129.15	$ 1,556.66
2040	$ 611.91	$ 744.80	$ 68.66	$ 131.73	$ 1,557.10
2041	$ 643.15	$ 712.68	$ 65.60	$ 134.36	$ 1,555.80
2042	$ 679.61	$ 678.91	$ 62.39	$ 137.05	$ 1,557.96
2043	$ 716.06	$ 643.23	$ 58.99	$ 139.79	$ 1,558.08
2044	$ 755.12	$ 605.64	$ 55.41	$ 142.59	$ 1,558.76
2045	$ 794.18	$ 566.00	$ 51.63	$ 145.44	$ 1,557.25
2046	$ 838.44	$ 524.30	$ 47.66	$ 148.35	$ 1,558.76
2047	$ 885.31	$ 478.19	$ 43.47	$ 151.32	$ 1,558.29
2048	$ 937.39	$ 429.49	$ 39.04	$ 154.34	$ 1,560.27
2049	$ 992.07	$ 377.94	$ 34.36	$ 157.43	$ 1,561.80
2050	$ 1,046.75	$ 323.37	$ 29.40	$ 160.58	$ 1,560.10
2051	$ 1,109.25	$ 265.80	$ 24.16	$ 163.79	$ 1,563.00
2052	$ 1,171.74	$ 204.79	$ 18.62	$ 167.06	$ 1,562.21
2053	$ 1,239.44	$ 140.35	$ 12.76	$ 170.41	$ 1,562.95
2054	$ 1,312.35	$ 72.18	$ 6.56	$ 173.81	$ 1,564.90
Total[c]	**$ 19,531.57**	**$ 18,547.31**	**$ 1,731.72**	**$ 3,760.51**	**$ 43,571.12**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 3 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: $20,003.03

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 352.01	$ 1,032.48	$ 100.02	$ 91.54	$ 1,576.04
2028	$ 365.34	$ 1,017.95	$ 98.26	$ 106.37	$ 1,587.92
2029	$ 381.34	$ 1,002.88	$ 96.43	$ 108.50	$ 1,589.16
2030	$ 397.34	$ 987.15	$ 94.52	$ 110.67	$ 1,589.69
2031	$ 413.34	$ 970.76	$ 92.53	$ 112.89	$ 1,589.53
2032	$ 429.34	$ 953.71	$ 90.47	$ 115.14	$ 1,588.67
2033	$ 448.01	$ 936.00	$ 88.32	$ 117.45	$ 1,589.78
2034	$ 466.68	$ 917.52	$ 86.08	$ 119.80	$ 1,590.07
2035	$ 488.01	$ 898.27	$ 83.75	$ 122.19	$ 1,592.22
2036	$ 506.68	$ 878.14	$ 81.31	$ 124.63	$ 1,590.76
2037	$ 533.34	$ 851.54	$ 78.77	$ 127.13	$ 1,590.79
2038	$ 562.68	$ 823.54	$ 76.11	$ 129.67	$ 1,592.00
2039	$ 594.68	$ 794.00	$ 73.29	$ 132.26	$ 1,594.24
2040	$ 626.68	$ 762.78	$ 70.32	$ 134.91	$ 1,594.69
2041	$ 658.68	$ 729.88	$ 67.19	$ 137.61	$ 1,593.35
2042	$ 696.01	$ 695.30	$ 63.89	$ 140.36	$ 1,595.57
2043	$ 733.35	$ 658.76	$ 60.41	$ 143.17	$ 1,595.69
2044	$ 773.35	$ 620.26	$ 56.75	$ 146.03	$ 1,596.38
2045	$ 813.35	$ 579.66	$ 52.88	$ 148.95	$ 1,594.84
2046	$ 858.68	$ 536.96	$ 48.81	$ 151.93	$ 1,596.38
2047	$ 906.68	$ 489.73	$ 44.52	$ 154.97	$ 1,595.90
2048	$ 960.02	$ 439.86	$ 39.99	$ 158.07	$ 1,597.93
2049	$ 1,016.02	$ 387.06	$ 35.19	$ 161.23	$ 1,599.49
2050	$ 1,072.02	$ 331.18	$ 30.11	$ 164.45	$ 1,597.76
2051	$ 1,136.02	$ 272.22	$ 24.75	$ 167.74	$ 1,600.73
2052	$ 1,200.02	$ 209.74	$ 19.07	$ 171.10	$ 1,599.92
2053	$ 1,269.36	$ 143.74	$ 13.07	$ 174.52	$ 1,600.68
2054	$ 1,344.02	$ 73.92	$ 6.72	$ 178.01	$ 1,602.67
Total[c]	**$ 20,003.03**	**$ 18,995.00**	**$ 1,773.53**	**$ 3,851.28**	**$ 44,622.83**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2
REMAINDER PARCEL BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #2 REMAINDER PARCEL PRINCIPAL ASSESSMENT: $3,171,099.87

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 REMAINDER PARCEL

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 54,327.56	$ 164,122.89	$ 15,855.50	$ 14,510.79	$ 248,816.75
2028	$ 56,500.67	$ 161,881.88	$ 15,583.86	$ 16,862.19	$ 250,828.60
2029	$ 58,673.77	$ 159,551.23	$ 15,301.36	$ 17,199.44	$ 250,725.80
2030	$ 60,846.87	$ 157,130.94	$ 15,007.99	$ 17,543.43	$ 250,529.23
2031	$ 63,019.97	$ 154,621.00	$ 14,703.75	$ 17,894.30	$ 250,239.03
2032	$ 65,736.35	$ 152,021.43	$ 14,388.66	$ 18,252.19	$ 250,398.62
2033	$ 68,452.73	$ 149,309.80	$ 14,059.97	$ 18,617.23	$ 250,439.73
2034	$ 70,625.83	$ 146,486.13	$ 13,717.71	$ 18,989.57	$ 249,819.24
2035	$ 73,885.49	$ 143,572.81	$ 13,364.58	$ 19,369.37	$ 250,192.24
2036	$ 76,601.86	$ 140,525.03	$ 12,995.15	$ 19,756.76	$ 249,878.81
2037	$ 80,404.79	$ 136,503.44	$ 12,612.14	$ 20,151.89	$ 249,672.26
2038	$ 84,751.00	$ 132,282.18	$ 12,210.12	$ 20,554.93	$ 249,798.23
2039	$ 89,097.20	$ 127,832.76	$ 11,786.36	$ 20,966.03	$ 249,682.35
2040	$ 93,443.41	$ 123,155.15	$ 11,340.88	$ 21,385.35	$ 249,324.79
2041	$ 98,332.89	$ 118,249.37	$ 10,873.66	$ 21,813.05	$ 249,268.98
2042	$ 103,222.37	$ 113,086.90	$ 10,382.00	$ 22,249.32	$ 248,940.58
2043	$ 108,655.13	$ 107,667.72	$ 9,865.89	$ 22,694.30	$ 248,883.04
2044	$ 114,087.88	$ 101,963.33	$ 9,322.61	$ 23,148.19	$ 248,522.01
2045	$ 120,063.91	$ 95,973.72	$ 8,752.17	$ 23,611.15	$ 248,400.95
2046	$ 126,583.22	$ 89,670.36	$ 8,151.85	$ 24,083.37	$ 248,488.80
2047	$ 133,645.81	$ 82,708.28	$ 7,518.93	$ 24,565.04	$ 248,438.06
2048	$ 140,708.39	$ 75,357.76	$ 6,850.71	$ 25,056.34	$ 247,973.20
2049	$ 148,314.25	$ 67,618.80	$ 6,147.16	$ 25,557.47	$ 247,637.68
2050	$ 157,006.66	$ 59,461.52	$ 5,405.59	$ 26,068.62	$ 247,942.39
2051	$ 165,699.07	$ 50,826.15	$ 4,620.56	$ 26,589.99	$ 247,735.77
2052	$ 174,391.48	$ 41,712.70	$ 3,792.06	$ 27,121.79	$ 247,018.04
2053	$ 184,170.44	$ 32,121.17	$ 2,920.11	$ 27,664.23	$ 246,875.94
2054	$ 194,492.68	$ 21,991.80	$ 1,999.25	$ 28,217.51	$ 246,701.24
2055	$ 205,358.19	$ 11,294.70	$ 1,026.79	$ 28,781.86	$ 246,461.54
Total[c]	**$ 3,171,099.87**	**$ 3,118,700.96**	**$ 290,557.39**	**$ 639,275.68**	**$ 7,219,633.91**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 4 PRINCIPAL ASSESSMENT: $18,793.68

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 4

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 321.98	$ 972.68	$ 93.97	$ 86.00	$ 1,474.63
2028	$ 334.85	$ 959.40	$ 92.36	$ 99.93	$ 1,486.55
2029	$ 347.73	$ 945.59	$ 90.68	$ 101.93	$ 1,485.94
2030	$ 360.61	$ 931.24	$ 88.95	$ 103.97	$ 1,484.77
2031	$ 373.49	$ 916.37	$ 87.14	$ 106.05	$ 1,483.05
2032	$ 389.59	$ 900.96	$ 85.28	$ 108.17	$ 1,484.00
2033	$ 405.69	$ 884.89	$ 83.33	$ 110.34	$ 1,484.24
2034	$ 418.57	$ 868.16	$ 81.30	$ 112.54	$ 1,480.57
2035	$ 437.89	$ 850.89	$ 79.21	$ 114.79	$ 1,482.78
2036	$ 453.98	$ 832.83	$ 77.02	$ 117.09	$ 1,480.92
2037	$ 476.52	$ 808.99	$ 74.75	$ 119.43	$ 1,479.70
2038	$ 502.28	$ 783.98	$ 72.36	$ 121.82	$ 1,480.44
2039	$ 528.04	$ 757.61	$ 69.85	$ 124.26	$ 1,479.76
2040	$ 553.80	$ 729.89	$ 67.21	$ 126.74	$ 1,477.64
2041	$ 582.77	$ 700.81	$ 64.44	$ 129.28	$ 1,477.31
2042	$ 611.75	$ 670.22	$ 61.53	$ 131.86	$ 1,475.36
2043	$ 643.95	$ 638.10	$ 58.47	$ 134.50	$ 1,475.02
2044	$ 676.15	$ 604.29	$ 55.25	$ 137.19	$ 1,472.88
2045	$ 711.56	$ 568.79	$ 51.87	$ 139.93	$ 1,472.16
2046	$ 750.20	$ 531.44	$ 48.31	$ 142.73	$ 1,472.68
2047	$ 792.06	$ 490.17	$ 44.56	$ 145.59	$ 1,472.38
2048	$ 833.92	$ 446.61	$ 40.60	$ 148.50	$ 1,469.63
2049	$ 878.99	$ 400.75	$ 36.43	$ 151.47	$ 1,467.64
2050	$ 930.51	$ 352.40	$ 32.04	$ 154.50	$ 1,469.44
2051	$ 982.02	$ 301.22	$ 27.38	$ 157.59	$ 1,468.22
2052	$ 1,033.54	$ 247.21	$ 22.47	$ 160.74	$ 1,463.96
2053	$ 1,091.50	$ 190.37	$ 17.31	$ 163.95	$ 1,463.12
2054	$ 1,152.67	$ 130.34	$ 11.85	$ 167.23	$ 1,462.09
2055	$ 1,217.07	$ 66.94	$ 6.09	$ 170.58	$ 1,460.67
Total[c]	**$ 18,793.68**	**$ 18,483.14**	**$ 1,722.00**	**$ 3,788.70**	**$ 42,787.53**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 5 PRINCIPAL ASSESSMENT: $19,430.76

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 5

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 332.89	$ 1,005.65	$ 97.15	$ 88.91	$ 1,524.61
2028	$ 346.21	$ 991.92	$ 95.49	$ 103.32	$ 1,536.94
2029	$ 359.52	$ 977.64	$ 93.76	$ 105.39	$ 1,536.31
2030	$ 372.84	$ 962.81	$ 91.96	$ 107.50	$ 1,535.11
2031	$ 386.15	$ 947.43	$ 90.10	$ 109.65	$ 1,533.33
2032	$ 402.80	$ 931.50	$ 88.17	$ 111.84	$ 1,534.31
2033	$ 419.44	$ 914.89	$ 86.15	$ 114.08	$ 1,534.56
2034	$ 432.76	$ 897.59	$ 84.05	$ 116.36	$ 1,530.76
2035	$ 452.73	$ 879.74	$ 81.89	$ 118.68	$ 1,533.04
2036	$ 469.37	$ 861.06	$ 79.63	$ 121.06	$ 1,531.12
2037	$ 492.68	$ 836.42	$ 77.28	$ 123.48	$ 1,529.85
2038	$ 519.31	$ 810.55	$ 74.82	$ 125.95	$ 1,530.63
2039	$ 545.94	$ 783.29	$ 72.22	$ 128.47	$ 1,529.92
2040	$ 572.57	$ 754.63	$ 69.49	$ 131.04	$ 1,527.73
2041	$ 602.53	$ 724.57	$ 66.63	$ 133.66	$ 1,527.38
2042	$ 632.49	$ 692.93	$ 63.62	$ 136.33	$ 1,525.37
2043	$ 665.78	$ 659.73	$ 60.45	$ 139.06	$ 1,525.02
2044	$ 699.07	$ 624.78	$ 57.12	$ 141.84	$ 1,522.81
2045	$ 735.69	$ 588.07	$ 53.63	$ 144.68	$ 1,522.06
2046	$ 775.63	$ 549.45	$ 49.95	$ 147.57	$ 1,522.60
2047	$ 818.91	$ 506.79	$ 46.07	$ 150.52	$ 1,522.29
2048	$ 862.18	$ 461.75	$ 41.98	$ 153.53	$ 1,519.44
2049	$ 908.79	$ 414.33	$ 37.67	$ 156.60	$ 1,517.39
2050	$ 962.05	$ 364.35	$ 33.12	$ 159.73	$ 1,519.25
2051	$ 1,015.31	$ 311.43	$ 28.31	$ 162.93	$ 1,517.99
2052	$ 1,068.58	$ 255.59	$ 23.24	$ 166.19	$ 1,513.59
2053	$ 1,128.50	$ 196.82	$ 17.89	$ 169.51	$ 1,512.72
2054	$ 1,191.74	$ 134.75	$ 12.25	$ 172.90	$ 1,511.65
2055	$ 1,258.32	$ 69.21	$ 6.29	$ 176.36	$ 1,510.18
Total[c]	**$ 19,430.76**	**$ 19,109.69**	**$ 1,780.38**	**$ 3,917.13**	**$ 44,237.95**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

EXHIBIT A

PRAIRIEVIEW PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

CITY OF ENNIS, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: $19,876.71

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Prairieview Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Ennis, Texas, City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 6

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

Annual Installment Due 1/31	Principal	Interest[a]	Additional Interest	Annual Collection Costs	Total Annual Installment[b]
2027	$ 340.53	$ 1,028.74	$ 99.38	$ 90.95	$ 1,559.60
2028	$ 354.15	$ 1,014.69	$ 97.68	$ 105.69	$ 1,572.21
2029	$ 367.77	$ 1,000.08	$ 95.91	$ 107.81	$ 1,571.57
2030	$ 381.39	$ 984.91	$ 94.07	$ 109.96	$ 1,570.34
2031	$ 395.01	$ 969.18	$ 92.16	$ 112.16	$ 1,568.52
2032	$ 412.04	$ 952.88	$ 90.19	$ 114.41	$ 1,569.52
2033	$ 429.07	$ 935.89	$ 88.13	$ 116.69	$ 1,569.78
2034	$ 442.69	$ 918.19	$ 85.98	$ 119.03	$ 1,565.89
2035	$ 463.12	$ 899.93	$ 83.77	$ 121.41	$ 1,568.23
2036	$ 480.15	$ 880.82	$ 81.45	$ 123.84	$ 1,566.26
2037	$ 503.98	$ 855.61	$ 79.05	$ 126.31	$ 1,564.97
2038	$ 531.23	$ 829.16	$ 76.53	$ 128.84	$ 1,565.76
2039	$ 558.47	$ 801.27	$ 73.88	$ 131.42	$ 1,565.03
2040	$ 585.71	$ 771.95	$ 71.09	$ 134.05	$ 1,562.79
2041	$ 616.36	$ 741.20	$ 68.16	$ 136.73	$ 1,562.44
2042	$ 647.01	$ 708.84	$ 65.08	$ 139.46	$ 1,560.38
2043	$ 681.06	$ 674.87	$ 61.84	$ 142.25	$ 1,560.02
2044	$ 715.11	$ 639.11	$ 58.43	$ 145.09	$ 1,557.76
2045	$ 752.57	$ 601.57	$ 54.86	$ 148.00	$ 1,557.00
2046	$ 793.43	$ 562.06	$ 51.10	$ 150.96	$ 1,557.55
2047	$ 837.70	$ 518.42	$ 47.13	$ 153.98	$ 1,557.23
2048	$ 881.97	$ 472.35	$ 42.94	$ 157.06	$ 1,554.32
2049	$ 929.65	$ 423.84	$ 38.53	$ 160.20	$ 1,552.21
2050	$ 984.13	$ 372.71	$ 33.88	$ 163.40	$ 1,554.12
2051	$ 1,038.62	$ 318.58	$ 28.96	$ 166.67	$ 1,552.83
2052	$ 1,093.10	$ 261.46	$ 23.77	$ 170.00	$ 1,548.33
2053	$ 1,154.40	$ 201.34	$ 18.30	$ 173.40	$ 1,547.44
2054	$ 1,219.10	$ 137.85	$ 12.53	$ 176.87	$ 1,546.34
2055	$ 1,287.20	$ 70.80	$ 6.44	$ 180.41	$ 1,544.84
Total[c]	**$ 19,876.71**	**$ 19,548.27**	**$ 1,821.24**	**$ 4,007.03**	**$ 45,253.25**

Footnotes:

[a] Interest rate on Improvement Area #1-2 Bonds is 4.125% for bonds maturing 2035, 5.25% for bonds maturing 2045, and 5.50% for bonds maturing 2055.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of an Ordinance accepting and approving the annual update to the Service and Assessment Plan, including the Assessment Roll, for The Hollow Public Improvement District in accordance with Texas Local Government Code 372.013, as amended.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Administration
Staff Contact:	Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

The City Commission of the City of Ennis, Texas, took action on December 5, 2023, to create The Hollow Public Improvement District (PID) in compliance with Subchapter A of Chapter 372, Texas Local Government Code ("PID Act").

Approved on January 23, 2024, the original The Hollow PID Service and Assessment Plan (SAP) detailed levies to be assessed on properties within the district to fund the cost of projects.

On August 19, 2025, the Commission approved the 2025 Update of The Hollow PID SAP, which updated the assessment roll within the district.

On April 23, 2026, the City of Ennis accepted the public infrastructure installed for The Hollow development and subsequently reviewed and certified the actual costs of authorized improvements benefitting properties within The Hollow PID.

In full compliance with Sections 372.013 and 372.014 of the PID Act, the City Commission of the City of Ennis must review and update a PID's service and assessment plan annually for the purpose of determining the annual indebtedness and projected costs for the authorized improvements.

The 2026 SAP Update lists an outstanding assessment of $2,354,217.53; it also includes the five-year budget forecast, which covers the period between January 31, 2027 and January 31, 2031; and the assessment roll was updated to reflect the remaining outstanding assessment by lot.

By approval of this Ordinance, the Commission approves the 2026 Annual Update of The Hollow Public Improvement District Service and Assessment Plan.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

E.9.

Ordinance - Hollow PID 2026 SAP Update

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ACCEPTING AND APPROVING THE ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLL, FOR THE HOLLOW PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 372.013, AS AMENDED; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 5, 2023, the City Commission of the City of Ennis, Texas (the "City Commission") approved Resolution No. 23-1205-F6 establishing The Hollow Public Improvement District (the "PID") in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Public Improvement District Assessment Act" or "the PID Act"); and

WHEREAS, pursuant to the PID Act, and after publishing and mailing the required notices, the City Commission opened a public hearing on January 23, 2024, regarding the levy of special assessments against certain benefitted property located within the PID, and, after hearing testimony at such public hearing, the City Commission closed the public hearing and adopted Ordinance No. 24-0123-F1 (the "Assessment Ordinance") on January 23, 2024; and

WHEREAS, in the Assessment Ordinance, the City Commission approved and accepted "The Hollow Public Improvement District Service and Assessment Plan" dated January 23, 2024 (the "Service and Assessment Plan") which (i) levied special assessments against the Assessed Property within the District and (ii) approved the Assessment Roll; and

WHEREAS, the Service and Assessment Plan is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the PID Act requires the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purposes of determining the annual budget for improvements; and

WHEREAS, the City Commission has received "The Hollow Public Improvement District 2026 Annual Service Plan Update" (the "Annual Service Plan Update"), attached hereto as **Exhibit A**, which includes the updated Assessment Roll and now desires and finds it to be in the public interest to adopt this

Ordinance approving and adopting the Annual Service Plan Update and the updated Assessment Roll attached thereto, in compliance with the PID Act.

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

Section 1. **Preambles**. All matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

Section 2. Findings. That the recitals and findings in the Recitals of this Ordinance are hereby found and determined to be true and correct and constitute the legislative findings and determinations of the City Commission.

Section 3. Annual Update. The Annual Service Plan Update, attached hereto as Exhibit A and incorporated herein by reference, inclusive of the updated Assessment Roll contained therein and made a part thereof, are hereby accepted and approved.

Section 4. Cumulative. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Section 5. Severability. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

Section 6. **Filing in Land Records.** This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law and charter in such case provide. The City Secretary shall cause this Ordinance to be filed with the county clerk in each county in which all or a part of the PID is located not later than seven (7) days after the date the governing body of the City Commission approves this Annual Service Plan Update.

Section 7. **Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with applicable law.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 21st day of July, 2026.

_____

LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

THE HOLLOW
PUBLIC IMPROVEMENT DISTRICT

2026 ANNUAL SERVICE PLAN UPDATE

JULY 21, 2026

EXHIBIT A

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in The Hollow Public Improvement District Service and Assessment Plan (the "SAP").

The District was created pursuant to the PID Act by Resolution No. 23-1205-F6 on December 5, 2023, by the governing body of the City (the "Governing Body") to finance certain Authorized Improvements for the benefit of the property in the District.

On January 23, 2024, the Governing Body approved the SAP for the District by adopting Ordinance No. 24-0123-F1 which (1) approved the levy of certain Assessments for Assessed Property within the District and (2) approved the Assessment Roll.

On July 16, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 24-0716-G1 which updated the Assessment Roll within the District for 2024.

On August 19, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 25-0819-G4 which updated the Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcels of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

PARCEL SUBDIVISION

The final plat of The Hollow was filed and recorded with the County as document number 2504440 on February 11, 2025.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the SEC's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records. See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $2,354,217.53.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and

other publicly available records. A reimbursement schedule is attached as **Exhibit B.**

ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

District	
Due January 31, 2027	
Principal	$ 38,466.76
Interest	135,132.09
Annual Collection Costs	34,582.04
Total Annual Installment Due	**$ 208,180.88**

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is shown below.

District	
Annual Collection Costs Breakdown	
Administration	$ 19,101.74
City Auditor	1,000.00
Filing Fees	1,000.00
County Collection	1,000.00
Draw Request Review	3,910.00
Past Due P3Works, LLC Invoices	3,570.30
Collection Cost Maintenance Balance	5,000.00
Less CCMB Credit from Prior Years	-
Total Annual Collection Costs	**$ 34,582.04**

PREPAYMENT OF ASSESSMENT IN FULL

Information regarding any full or partial Prepayments of the Assessments are reflected in the corresponding Assessment Roll.

EXHIBIT A

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

District						
Annual Installments		**1/31/2027**	**1/31/2028**	**1/31/2029**	**1/31/2030**	**1/31/2031**
Principal		$ 38,466.76	$ 40,674.75	$ 43,009.48	$ 45,478.22	$ 48,088.67
Interest		135,132.09	132,924.09	130,589.36	128,120.62	125,510.17
	(1)	$ 173,598.84	$ 173,598.84	$ 173,598.84	$ 173,598.84	$ 173,598.84
Annual Collection Costs	(2)	$ 34,582.04	$ 26,531.97	$ 27,062.61	$ 27,603.87	$ 28,155.94
Total Annual Installment	**(3) = (1) + (2)**	**$ 208,180.88**	**$ 200,130.82**	**$ 200,661.46**	**$ 201,202.71**	**$ 201,754.79**

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as

to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

EXHIBIT A – ASSESSMENT ROLL

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2027[b]
310926	Lot Type 1	$ 24,523.10	$ 2,168.55
310927	Lot Type 1	$ 24,523.10	$ 2,168.55
310928	Lot Type 1	$ 24,523.10	$ 2,168.55
310929	Lot Type 1	$ 24,523.10	$ 2,168.55
310930	Lot Type 1	$ 24,523.10	$ 2,168.55
310931	Lot Type 1	$ 24,523.10	$ 2,168.55
310932	Lot Type 1	$ 24,523.10	$ 2,168.55
310933	Lot Type 1	$ 24,523.10	$ 2,168.55
310934	Lot Type 1	$ 24,523.10	$ 2,168.55
310935	Lot Type 1	$ 24,523.10	$ 2,168.55
310936	Lot Type 1	$ 24,523.10	$ 2,168.55
310937	Lot Type 1	$ 24,523.10	$ 2,168.55
310938	Lot Type 1	$ 24,523.10	$ 2,168.55
310939	Non-Benefited	$ -	$ -
310940	Lot Type 1	$ 24,523.10	$ 2,168.55
310941	Lot Type 1	$ 24,523.10	$ 2,168.55
310942	Lot Type 1	$ 24,523.10	$ 2,168.55
310943	Lot Type 1	$ 24,523.10	$ 2,168.55
310944	Lot Type 1	$ 24,523.10	$ 2,168.55
310945	Lot Type 1	$ 24,523.10	$ 2,168.55
310946	Lot Type 1	$ 24,523.10	$ 2,168.55
310947	Lot Type 1	$ 24,523.10	$ 2,168.55
310958	Non-Benefited	$ -	$ -
310948	Lot Type 1	$ 24,523.10	$ 2,168.55
310949	Lot Type 1	$ 24,523.10	$ 2,168.55
310950	Lot Type 1	$ 24,523.10	$ 2,168.55
310951	Lot Type 1	$ 24,523.10	$ 2,168.55
310952	Lot Type 1	$ 24,523.10	$ 2,168.55
310953	Lot Type 1	$ 24,523.10	$ 2,168.55
310954	Lot Type 1	$ 24,523.10	$ 2,168.55
310955	Lot Type 1	$ 24,523.10	$ 2,168.55
310956	Lot Type 1	$ 24,523.10	$ 2,168.55
310957	Non-Benefited	$ -	$ -
310959	Lot Type 1	$ 24,523.10	$ 2,168.55
310960	Lot Type 1	$ 24,523.10	$ 2,168.55
310961	Lot Type 1	$ 24,523.10	$ 2,168.55
310962	Lot Type 1	$ 24,523.10	$ 2,168.55
310963	Lot Type 1	$ 24,523.10	$ 2,168.55
310964	Lot Type 1	$ 24,523.10	$ 2,168.55
310965	Lot Type 1	$ 24,523.10	$ 2,168.55

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2027[b]
310966	Lot Type 1	$ 24,523.10	$ 2,168.55
310967	Lot Type 1	$ 24,523.10	$ 2,168.55
310968	Lot Type 1	$ 24,523.10	$ 2,168.55
310969	Lot Type 1	$ 24,523.10	$ 2,168.55
310970	Lot Type 1	$ 24,523.10	$ 2,168.55
310971	Lot Type 1	$ 24,523.10	$ 2,168.55
310972	Lot Type 1	$ 24,523.10	$ 2,168.55
310973	Lot Type 1	$ 24,523.10	$ 2,168.55
310974	Lot Type 1	$ 24,523.10	$ 2,168.55
310975	Lot Type 1	$ 24,523.10	$ 2,168.55
310976	Lot Type 1	$ 24,523.10	$ 2,168.55
310977	Lot Type 1	$ 24,523.10	$ 2,168.55
310978	Lot Type 1	$ 24,523.10	$ 2,168.55
310979	Lot Type 1	$ 24,523.10	$ 2,168.55
310980	Lot Type 1	$ 24,523.10	$ 2,168.55
310981	Lot Type 1	$ 24,523.10	$ 2,168.55
310982	Lot Type 1	$ 24,523.10	$ 2,168.55
310983	Lot Type 1	$ 24,523.10	$ 2,168.55
310984	Lot Type 1	$ 24,523.10	$ 2,168.55
310985	Lot Type 1	$ 24,523.10	$ 2,168.55
310986	Lot Type 1	$ 24,523.10	$ 2,168.55
310987	Lot Type 1	$ 24,523.10	$ 2,168.55
310988	Lot Type 1	$ 24,523.10	$ 2,168.55
310989	Lot Type 1	$ 24,523.10	$ 2,168.55
310990	Lot Type 1	$ 24,523.10	$ 2,168.55
310991	Lot Type 1	$ 24,523.10	$ 2,168.55
310992	Non-Benefited	$ -	$ -
310993	Non-Benefited	$ -	$ -
310994	Lot Type 1	$ 24,523.10	$ 2,168.55
310995	Lot Type 1	$ 24,523.10	$ 2,168.55
310996	Lot Type 1	$ 24,523.10	$ 2,168.55
310997	Lot Type 1	$ 24,523.10	$ 2,168.55
310998	Lot Type 1	$ 24,523.10	$ 2,168.55
310999	Lot Type 1	$ 24,523.10	$ 2,168.55
311000	Lot Type 1	$ 24,523.10	$ 2,168.55
311001	Lot Type 1	$ 24,523.10	$ 2,168.55
311002	Lot Type 1	$ 24,523.10	$ 2,168.55
311003	Lot Type 1	$ 24,523.10	$ 2,168.55
311004	Lot Type 1	$ 24,523.10	$ 2,168.55
311005	Lot Type 1	$ 24,523.10	$ 2,168.55

EXHIBIT A

Property ID[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2027[b]
311006	Lot Type 1	$ 24,523.10	$ 2,168.55
311007	Lot Type 1	$ 24,523.10	$ 2,168.55
311008	Lot Type 1	$ 24,523.10	$ 2,168.55
311009	Lot Type 1	$ 24,523.10	$ 2,168.55
311010	Lot Type 1	$ 24,523.10	$ 2,168.55
311011	Lot Type 1	$ 24,523.10	$ 2,168.55
311012	Lot Type 1	$ 24,523.10	$ 2,168.55
311013	Lot Type 1	$ 24,523.10	$ 2,168.55
311014	Lot Type 1	$ 24,523.10	$ 2,168.55
311015	Lot Type 1	$ 24,523.10	$ 2,168.55
311016	Lot Type 1	$ 24,523.10	$ 2,168.55
311017	Lot Type 1	$ 24,523.10	$ 2,168.55
311018	Lot Type 1	$ 24,523.10	$ 2,168.55
311019	Lot Type 1	$ 24,523.10	$ 2,168.55
311020	Lot Type 1	$ 24,523.10	$ 2,168.55
311021	Lot Type 1	$ 24,523.10	$ 2,168.55
311022	Lot Type 1	$ 24,523.10	$ 2,168.55
311023	Lot Type 1	$ 24,523.10	$ 2,168.55
311024	Lot Type 1	$ 24,523.10	$ 2,168.55
311025	Lot Type 1	$ 24,523.10	$ 2,168.55
311026	Lot Type 1	$ 24,523.10	$ 2,168.55
Total[c]		**$ 2,354,217.53**	**$ 208,180.80**

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

[c] Totals may not match Service Plan or Annual Installment schedule due to rounding.

EXHIBIT A

EXHIBIT B – REIMBURSEMENT SCHEDULE

Annual Installment Due 1/31	Principal	Interest[a]	Total P&I
2027	$ 38,466.76	$ 135,132.09	$ 173,598.84
2028	$ 40,674.75	$ 132,924.09	$ 173,598.84
2029	$ 43,009.48	$ 130,589.36	$ 173,598.84
2030	$ 45,478.22	$ 128,120.62	$ 173,598.84
2031	$ 48,088.67	$ 125,510.17	$ 173,598.84
2032	$ 50,848.96	$ 122,749.88	$ 173,598.84
2033	$ 53,767.69	$ 119,831.15	$ 173,598.84
2034	$ 56,853.96	$ 116,744.88	$ 173,598.84
2035	$ 60,117.38	$ 113,481.47	$ 173,598.84
2036	$ 63,568.11	$ 110,030.73	$ 173,598.84
2037	$ 67,216.92	$ 106,381.92	$ 173,598.84
2038	$ 71,075.17	$ 102,523.67	$ 173,598.84
2039	$ 75,154.89	$ 98,443.95	$ 173,598.84
2040	$ 79,468.78	$ 94,130.06	$ 173,598.84
2041	$ 84,030.29	$ 89,568.56	$ 173,598.84
2042	$ 88,853.63	$ 84,745.22	$ 173,598.84
2043	$ 93,953.82	$ 79,645.02	$ 173,598.84
2044	$ 99,346.77	$ 74,252.07	$ 173,598.84
2045	$ 105,049.28	$ 68,549.56	$ 173,598.84
2046	$ 111,079.11	$ 62,519.74	$ 173,598.84
2047	$ 117,455.05	$ 56,143.80	$ 173,598.84
2048	$ 124,196.97	$ 49,401.88	$ 173,598.84
2049	$ 131,325.87	$ 42,272.97	$ 173,598.84
2050	$ 138,863.98	$ 34,734.86	$ 173,598.84
2051	$ 146,834.77	$ 26,764.07	$ 173,598.84
2052	$ 155,263.09	$ 18,335.76	$ 173,598.84
2053	$ 164,175.19	$ 9,423.66	$ 173,598.84
Total	**$ 2,354,217.53**	**$ 2,332,951.21**	**$ 4,687,168.74**

Footnotes:

[a] Interest is at 5.74%, which is 2% over the bond buyer index in accordance with the PID Act, and is pursuant to the Reimbursement Agreement.

EXHIBIT A

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

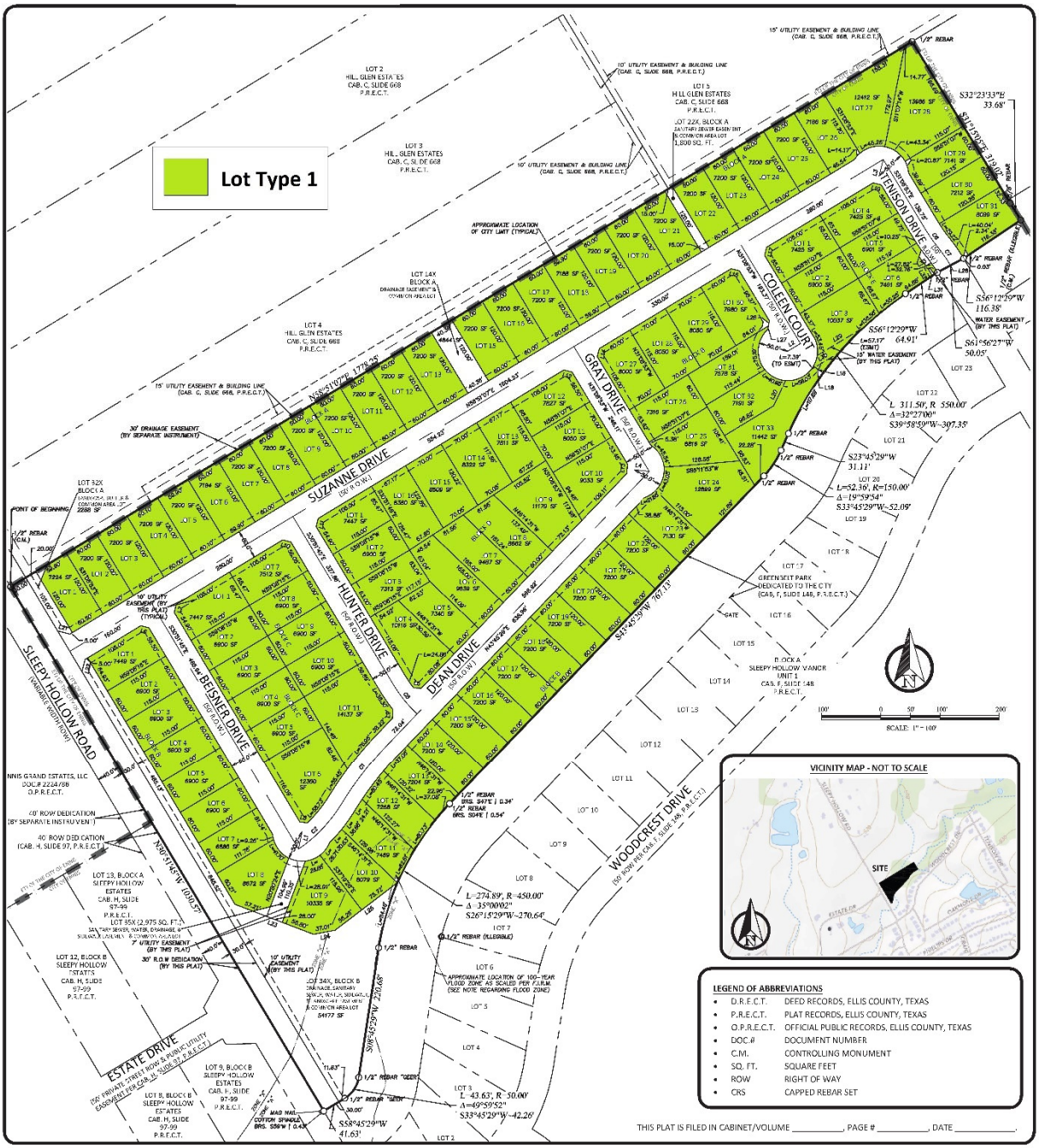


EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Type are found in this Exhibit:

- Lot Type 1

EXHIBIT A

THE HOLLOW PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

EXHIBIT A

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF ENNIS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $24,523.10

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Ennis, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***The Hollow Public Improvement District (***the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Ennis. The exact amount of each annual installment will be approved each year by the City of Ennis City Commission in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Ennis.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

_____
1 To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

EXHIBIT A

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Ellis County.

EXHIBIT A

ANNUAL INSTALLMENTS – LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest[a]	Annual Collection Costs	Annual Installment[b]
2027	$ 400.70	$ 1,407.63	$ 360.23	$ 2,168.55
2028	$ 423.70	$ 1,384.63	$ 276.37	$ 2,084.70
2029	$ 448.02	$ 1,360.31	$ 281.90	$ 2,090.22
2030	$ 473.73	$ 1,334.59	$ 287.54	$ 2,095.86
2031	$ 500.92	$ 1,307.40	$ 293.29	$ 2,101.61
2032	$ 529.68	$ 1,278.64	$ 299.16	$ 2,107.48
2033	$ 560.08	$ 1,248.24	$ 305.14	$ 2,113.46
2034	$ 592.23	$ 1,216.09	$ 311.24	$ 2,119.56
2035	$ 626.22	$ 1,182.10	$ 317.47	$ 2,125.79
2036	$ 662.17	$ 1,146.15	$ 323.82	$ 2,132.14
2037	$ 700.18	$ 1,108.15	$ 330.29	$ 2,138.61
2038	$ 740.37	$ 1,067.95	$ 336.90	$ 2,145.22
2039	$ 782.86	$ 1,025.46	$ 343.64	$ 2,151.96
2040	$ 827.80	$ 980.52	$ 350.51	$ 2,158.83
2041	$ 875.32	$ 933.01	$ 357.52	$ 2,165.84
2042	$ 925.56	$ 882.76	$ 364.67	$ 2,172.99
2043	$ 978.69	$ 829.64	$ 371.96	$ 2,180.29
2044	$ 1,034.86	$ 773.46	$ 379.40	$ 2,187.72
2045	$ 1,094.26	$ 714.06	$ 386.99	$ 2,195.31
2046	$ 1,157.07	$ 651.25	$ 394.73	$ 2,203.05
2047	$ 1,223.49	$ 584.83	$ 402.63	$ 2,210.95
2048	$ 1,293.72	$ 514.60	$ 410.68	$ 2,219.00
2049	$ 1,367.98	$ 440.34	$ 418.89	$ 2,227.21
2050	$ 1,446.50	$ 361.82	$ 427.27	$ 2,235.59
2051	$ 1,529.53	$ 278.79	$ 435.82	$ 2,244.14
2052	$ 1,617.32	$ 191.00	$ 444.53	$ 2,252.85
2053	$ 1,710.16	$ 98.16	$ 453.42	$ 2,261.74
Total[c]	**$ 24,523.10**	**$ 24,301.58**	**$ 9,666.02**	**$ 58,490.69**

Footnotes:

[a] Interest is at 5.74%, which is 2% over the bond buyer index in accordance with the PID Act, and is pursuant to the Reimbursement Agreement.

[b] The figures shown above are estimates only and subject to change in each Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[c] Totals may not sum due to rounding.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Receive a presentation from the Charter Review Committee Chair regarding the committee's recommended amendments to the City Charter; discuss the recommendations; provide direction to staff, as appropriate; and take any necessary action.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The Charter Review Committee was appointed by the City Commission to conduct a comprehensive review of the City of Ennis Charter and provide recommendations for potential amendments. The committee consisted of Chair Scott Hejny, Vice Chair Cathy Falkenbach, Member Lynda Isbell, Member Cathie Morales, and Member Wade Hull.

The committee met on May 20, May 27, June 3, June 17, July 9, and July 15, 2026, to review Articles I through XII of the City Charter, which was last amended in 2016. Throughout the review process, the committee evaluated the Charter for clarity, consistency, and relevance to current municipal operations and governance, ultimately developing recommendations for consideration by the City Commission.

The Charter Review Commitee Chair will present the committee's recommended charter amendments to the City Commission for discussion and consideration.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider authorizing the Mayor of the City of Ennis, Texas, to execute a Letter of Interest expressing the City's desire to explore an interlocal partnership with the City of Waxahachie and additional local government partners for the potential joint construction and operation of a regional animal shelter and adoption center.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Administration
Staff Contact:	Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

Through March 31, 2025, the SPCA of Ellis County provided animal shelter services under a contract with Ellis County. Since the termination of the contract, the City of Ennis' Animal Control Division has been actively working with neighboring cities and local rescue organizations to ensure continued animal control services and sheltering options for the community.

Remaining committed to public safety, animal welfare, and responsible pet ownership during this time of transition, City staff evaluated multiple long-term options for the sheltering and care of animals in a manner that is both fiscally responsible and operationally effective. Staff has identified a potential opportunity to collaborate with the City of Waxahachie and additional local governments to explore the feasibility of jointly constructing and operating a regional animal shelter and adoption center.

The attached Letter of Interest is intended to formally communicate the City Commission's willingness to begin discussions regarding a possible interlocal partnership. The letter is non-binding and does not commit the local governments to any financial obligation, construction project, or operational agreement. Rather, it serves as an invitation to begin evaluating the feasibility, governance structure, cost-sharing opportunities, and operational considerations associated with a potential regional facility.

FINANCIAL IMPACT:

There is no fiscal impact associated with approval of the Letter of Interest. Any future financial commitments would require separate City Commission approval.

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

Letter of Interest for Joint Animal Shelter

F.2.

P.O. Box 220 • Ennis, Texas 75120 • (972) 875-1234
www.ennistx.gov/

July 21, 2026

The Honorable Mayor and Members of the City Council of the City of Waxahachie
c/o Ricky Boyd, Interim City Manager (emailed: rboyd@waxahachie.com)
408 S Rogers Street
Waxahachie, TX 75165

Re.: Letter of Interest – Exploration of an Interlocal Agreement for the Joint Construction and Operation of a Regional Animal Shelter and Adoption Center

Dear Mayor and Members of the City Council of the City of Waxahachie,

On behalf of the City Commission of the City of Ennis, I am writing to formally express our interest in exploring a potential interlocal partnership with the City of Waxahachie for the planning, construction, and long-term operation of a regional animal shelter and adoption center.

As our communities face increasing demands related to animal control, sheltering, adoption services, and compliance with state regulations governing the humane care of animals, we believe there is significant value in evaluating a collaborative approach that leverages the strengths and resources of both communities rather than pursuing separate facilities and duplicative operational expenses.

At this time, our City Commission is interested in conducting discussions to determine the feasibility of such a partnership. Such conversations could include evaluation of facility needs, governance structure, site selection, capital cost participation, operational responsibilities, staffing models, funding mechanisms, and legal considerations associated with an interlocal agreement pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

We recognize that any future agreement would require careful planning, thorough financial analysis, and formal approval by the governing bodies of both municipalities. This letter is intended solely to express our mutual interest in exploring the concept and does not constitute a binding commitment by either party.

Should your City Council share an interest in this opportunity, we would welcome the opportunity to schedule a meeting between elected officials and staff to discuss objectives and establish a collaborative framework for evaluating the project.

We appreciate your consideration and look forward to the possibility of working together to provide an efficient, fiscally responsible, and compassionate regional solution that benefits the residents and animals of our communities. Please do not hesitate to contact me if you have any questions or would like to coordinate a meeting.

Respectfully,

Lynda Isbell
Mayor, City of Ennis, Texas

cc: Andrea Weckmueller-Behringer, City Manager, 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 General Fund for Downtown Events in the amount of $45,000.00.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 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 planned Downtown Events and festivals.

The 2026 Bluebonnet Festival was successfully completed and generated net proceeds of $93,253. At a prior meeting, the City Commission authorized the City's Events Team to plan on using the net proceeds from the festival to support future City-hosted Downtown events.

To implement that direction, staff requests City Commission approval of a supplemental budget appropriation to increase the Downtown Development Events budget by $45,000. The additional funding will be used to offset costs associated with the Hay Maze, Pumpkin Patch, and Autumn Daze events.

FINANCIAL IMPACT:

001-102-47023 - Downtown Events

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

ORDINANCE NO.-Amending the FY 2026 Budget to appropriate budget for Downtown events - Pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A FISCAL YEAR 2026 BUDGET AMENDMENT, APPROPRIATING FUNDING FROM THE PROCEEDS OF HOSTING THE BLUEBONNET EVENTS CURENTLY IN THE GENEAL FUND RESERVE TO COVER THE COST OF HOSTING CITY EVENTS, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000).

WHEREAS, the City of Ennis hosts the annual Bluebonnet Festival in April of every year, and

WHEREAS, the festival held in April 2026 was successful and generated net revenue of $93,252.66, and

WHEREAS, the Bluebonnet festival is funded from the Hotel Occupancy Tax (HOT), because it is the City's premier tourism event, and

WHEREAS, the City hosts other events such as Hay Maze, Pumpkin Patch and Autumn Daze that do not qualify for HOT funding,

WHEREAS, the City Commission desires to provide a budget amendment to fund the costs of hosting these other City events planned for the fiscal year 2026,

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 21st day of July, 2026.

_____

LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, 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
001		General Fund	10,224,258.73	31,294,059.00	(32,149,563.00)	45,000.00	9,323,754.73
			0.00	**0.00**	**0.00**	**0.00**	**0.00**

Specific Fund Account Assignment

Fund	Account	Description	Current Budget			Amount of Amendment	Revised Budget
001	001-102-47023	Contract Services	183,802.00			45,000.00	228,802.00

City Commission Approval Date: _____

Approval Ordinance No: _____

Completed by: _____

Explanation: 1. The Departement was appropriated funding for the Bluebonnet festival and directed to utilize the festival revenue tu cover the cost of hosting other City events occuring later this year.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Receive a report, hold a discussion and take action on an Ordinance considering all matters incident and related to the issuance, sale and delivery of “City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A” authorizing the issuance of said Certificates; approving and authorizing instruments and procedures relating to said Certificates; and enacting other provisions relating to the subject.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Finance
Staff Contact:	Stanley Muli, Finance Director

BACKGROUND INFORMATION:

On August 4, 2024, the City Commission of the City of Ennis approved a resolution authorizing an application for Financial Assistance from the Texas Water Development Board (TWDB) in an amount not to exceed $3,050,000 to provide for the costs of the City’s lead service line inventory (LSLI) and replacement (LSLR) program. This was to identify, map, inventory, and replace lead service lines within the City as required by the Environmental Protection Agency (EPA).

On March 13, 2025, the TWDB approved the City’s financial assistance application in the amount of $3,040,816, with 51% ($1,550,816) as principal forgiveness and 49% ($1,490,000) as low-interest rate loans.

On May 19, 2026, the City Commission adopted notice of intention resolutions, directing staff to publish the notices in the City’s legal newspaper and on the City’s website, announcing the planned issuance of certificates of obligation in an amount not to exceed $190,000 and $1,300,000, respectively for the purposes of making improvements to the City’s utility system.

Now, the City Commission of the City of Ennis, Texas, would like to receive a report, hold a discussion and take action on an ordinance related to the issuance, sale and delivery of “City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A,” which is focused on the LSLI portion of the TWDB grant.

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 this item.

F.4.

ATTACHMENTS:

Ordinance authorizing the issuance and sale of $190,000 CO Taxable Series 2026A - Pdf
2026A Sig ID No Lit
2026A Bond Counsel Opinion
2026A PA-R Agreement
2026A Escrow Agreement (CO Proceeds)
2026A Escrow Agreement (Grant Proceeds)

AN ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF $190,000 IN PRINCIPAL AMOUNT OF "CITY OF ENNIS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2026A;" AUTHORIZING THE ISSUANCE OF THE CERTIFICATES; AWARDING THE SALE OF SUCH CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF ELLIS §
CITY OF ENNIS §

WHEREAS, the City Commission of the City of Ennis, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter B, Chapter 1502, Government Code; and

WHEREAS, the City Commission has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said Issuer, said newspaper being a "newspaper" as defined in § 2051.044, Texas Government Code, as amended, and duly posted on the Issuer's Internet website; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said Certificates of Obligation be issued on the terms described herein; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code Chapter 551.

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

SECTION 1: RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of Obligation of the City of Ennis, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $190,000, for the public purpose of paying all or a portion of the Issuer's contractual obligations incurred for use in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the Issuer's waterworks system, including the replacement of water lines; and (ii) paying all or a portion of costs of issuance and legal, fiscal, design and engineering fees in connection with these projects (collectively, the "Project") and the Certificates of Obligation.

SECTION 2: DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ENNIS, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, TAXABLE SERIES 2026A," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated August 19, 2026, in the principal amount stated above and, in the denominations, hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 1 in each of the years and in the principal amounts, respectively, and shall not bear interest, as set forth in the following schedule:

Years	Principal Amount	Years	Principal Amount
2027	$5,000	2037	$10,000
2028	5,000	2038	10,000
2029	10,000	2039	10,000
2030	10,000	2040	10,000
2031	10,000	2041	10,000
2032	10,000	2042	10,000
2033	10,000	2043	10,000
2034	10,000	2044	10,000
2035	10,000	2045	10,000
2036	10,000	2046	10,000

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates of obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of

obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

SECTION 3: CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA, Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor, Mayor Pro-Tem or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (m) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas, and registered by the Comptroller of Public Accounts of the State of Texas.

(d) Payment of Principal. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of the Certificates, all as provided in this Ordinance. The Paying

Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The execution and delivery by an authorized officer of the Issuer of a Blanket Letter of Representations with respect to obligations of the Issuer is hereby authorized and approved; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only

System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying

Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

SECTION 4: FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R- UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS $_____
CITY OF ENNIS, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2026A

Delivery Date	Maturity Date	CUSIP No.

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Ennis, in Ellis County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. This Certificate shall not bear interest.

THE PRINCIPAL OF this Certificate is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate.

NOTWITHSTANDING ANY PROVISION, term, condition or requirement of this Certificate or the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to the contrary, payments to the initial purchaser of the Certificates of principal of the Certificates shall be made by wire transfer of immediately available funds at no cost to such purchaser.

THE ISSUER COVENANTS WITH THE REGISTERED OWNER of this Certificate that on or before each principal payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of the Certificates, when due.

IF THE DATE for the payment of the principal of this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated August 19, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $190,000, for the public purpose of paying all or a portion of the Issuer's contractual obligations incurred for use in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the Issuer's waterworks system, including the replacement of water lines; and (ii) paying all or a portion of costs of issuance and legal, fiscal, design and engineering fees in connection with these projects and the Certificates.

ON AUGUST 19, 2036, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be redeemed in inverse order of maturity and the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method, portions thereof within such maturities and in such principal amounts, for redemption (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books at the close of business on the business day next preceding the date of mailing of such notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the

surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the principal of this Certificate, as such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and

payable from a pledge of the Surplus Revenues of the Issuer'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 Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, of the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

BOKF, NA, Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number:_____

Transferee's name and address, including zip code: _____

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO._____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the heading "Maturity Date" shall be completed with the words "As shown below" and "CUSIP No._____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ENNIS, TEXAS, in Ellis County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 1 in each of the years, in the principal installments set forth in the following schedule:

Years	Principal Installments ($)

(Information from Section 2 to be inserted)"

C. The Initial Certificate shall be numbered "T-1."

Section 5. SINKING FUND; SURPLUS REVENUES.

(a) A special "Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the principal of said Certificates, as such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal of the Certificates. Notwithstanding the requirements of subsection (a) of this Section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5(a) may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Sinking Fund, the Issuer:

(i) shall transfer and deposit in the Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Sinking Fund equals the amount required for annual debt service on the Certificates; further, that the Issuer shall not transfer any Surplus Revenues to any fund other than the Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Sinking Fund;

(ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Sinking Fund for the repayment of the Certificates; and

(iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times debt service requirements of all outstanding System revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of System debt service requirements.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction

with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharges obligations such as the Certificates, which under current law is limited to the following types of securities: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(f) So long as the Texas Water Development Board is the Registered Owner of any of the Certificates, the Issuer shall provide written notice to the Texas Water Development Board of a defeasance of the Certificates pursuant to subsection (a)(ii) of this Section.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new

certificate of the same principal amount and maturity, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, or redemption premium, if any, on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's bond counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall

have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. CERTIFICATES NOT TAX-EXEMPT OBLIGATIONS. It is the intention of the Issuer that the Certificates not be obligations described in section 103 of the Internal Revenue Code of 1986, as amended, interest on which is excludable from the gross income of the holders.

Section 10. SALE OF CERTIFICATES; FURTHER PROCEDURES.

(a) The Certificates are hereby officially sold and awarded to the initial purchaser, the Texas Water Development Board (the "TWDB"), at a price equal to the par amount thereof, pursuant to Texas Water Development Board Resolution No. 25-021. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Texas Water Development Board or its designee.

(b) The Mayor and Mayor Pro-Tem, City Manager, City Secretary, Finance Director of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates and the sale of the Certificates. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be used as described in Section 16(n).

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026A Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided, and to pay the costs of issuance of the Certificates. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be disbursed as provided in Section 16(n).

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds as provided in Chapters 2256 and 2257, Texas Government Code, as amended.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within twelve months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type described in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of holders of the Certificates;

3. Certificate calls;

4. Release, substitution, or sale of property securing repayment of the Certificates;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

6. Appointment of a successor or additional paying agent or the change of name of a paying agent; and

7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. [RESERVED];

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in clause (9) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH

BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer’s bond counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount a majority of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the

holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(3) Modify the terms of payment of principal or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(4) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer, or any official, officer or employee of the Issuer in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Commission.

(iv) None of the members of the City Commission, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. TEXAS WATER DEVELOPMENT BOARD. The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the TWDB. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution No. 25-021, which conditions are incorporated herein.

(a) Annual Audit Reporting. The Issuer shall provide the TWDB with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant, to be submitted without charge within 180 days of the close of each fiscal year.

(b) Covenant to Abide with Rules. The Issuer will abide with all applicable laws of the State of Texas and Rules of the TWDB relating to the loan of funds evidenced by the Certificate and the Project for which the Certificate is issued, sold and delivered.

(c) Water Conservation Program. The Issuer has adopted and implemented or will adopt and implement an approved water conservation program in accordance with 31 TAC § 371.71.

(d) Records and Accounts. The Issuer agrees and covenants that it will maintain current, accurate and complete records and accounts regarding the System in accordance with 31 TAC § 371.71.

(e) Environmental Determinations. The Issuer agrees and covenants that it will comply with any special conditions of the environmental determination of the Executive Administrator of the TWDB (the "Executive Administrator") in accordance with 31 TAC § 371.71.

(f) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Certificate will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site, except for a lead service line replacement project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines.

(g) Indemnification. The Issuer further agrees, to the extent permitted by law, to indemnify, hold harmless and protect the TWDB from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(h) Conveyance of Obligations. Prior to any action by the Issuer to convey its obligations under the Certificate to another entity, if permitted by law, the conveyance and the assumption of such obligations must be approved by the TWDB. The Issuer shall notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such a sale-transfer-merger with another retail public utility.

(i) Davis-Bacon Act Compliance. All laborers and mechanics employed by contractors and subcontractors for the Project who are paid from proceeds of the Certificates on deposit in the Series 2026A Certificate of Obligation Construction Fund shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality of the Issuer in accordance with the federal Davis-Bacon Act and the U.S. Department of Labor's implementing regulations pertaining thereto.

(j) Federal Funding Accountability and Transparency Act. The Issuer shall provide the TWDB with all information required by the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252.

(k) DUNS Number and CAGE Code. The Issuer shall obtain a Data Information Numbering System (DUNS) Number and shall register with the System for Award Management to obtain a Commercial and

Government Entity (CAGE) Code, and maintain current registration at all times during which the Certificate is outstanding.

(l) Timely Expenditures. All proceeds of the Certificate will be timely and expeditiously used, as required by applicable federal statutes and U.S. Environmental Protection Agency regulations, and the Issuer shall adhere to a project construction schedule acceptable to the Executive Administrator that facilitates timely use of funds and project completion.

(m) As-Built Plans. The Issuer shall provide to the TWDB a full and complete set of "as-built" plans relating to the Project, promptly upon completion of the Project.

(n) Final Accounting. The Issuer shall use any Certificate proceeds that are determined to be remaining unused funds, which are those funds unspent after the original approved Project is completed, for enhancements to the original Project explicitly approved by the Executive Administrator, or if no enhancements are authorized by the Executive Administrator, the Issuer will submit a final accounting and disposition of the unused funds. The Issuer shall render a final accounting of the cost of the Project to the TWDB within 60 days of the completion of the Project. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the Texas Water Development Board in such project is reduced, any surplus proceeds from the Certificates remaining after completion of the Project shall be used in a manner approved by the Executive Administrator, including without limitation to redeem, on any date, the Certificates owned by the TWDB, at a price of par.

(o) Insurance. The Issuer agrees to maintain casualty and other insurance on the Issuer's water system of a kind and in an amount customarily carried by municipal corporations owning and operating similar properties and in an amount sufficient to protect the interests of the TWDB in the Project.

(p) Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificate or this Ordinance that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(q) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

(r) Outlay Reports. The Issuer shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

(s) Disadvantage Business Enterprise. The Issuer hereby agrees that prior to the release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the Issuer must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.

(t) Certain Telecommunications and Video Surveillance Services or Equipment. The Issuer hereby agrees to abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

(u) Build America, Buy America Act. The Issuer hereby agrees to abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR Part 184.

Section 17. ESCROW AGREEMENT AND ESCROW FUND.

(a) The Escrow Agreement between the Issuer and the escrow agent named therein (the "Escrow Agent") substantially in the form and content presented at this meeting, specifying the duties and responsibilities of the Issuer and the Escrow Agent, and creating the escrow fund (the "Escrow Fund"), is hereby approved and the Mayor, Mayor Pro-Tem or City Manager is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) On the closing date, the Issuer shall cause the proceeds from the sale of the Certificates to be deposited into the Escrow Fund or, if agreed to by the Texas Water Development Board, all or a portion of the proceeds of the Certificates may be deposited into the Construction Fund or as otherwise directed by the Issuer and the Texas Water Development Board.

(c) Funds shall not be released from the Escrow Fund without written approval by the Executive Administrator of the Texas Water Development Board. Except as provided in Section 16(n), moneys disbursed from the Escrow Fund shall be credit to the Construction Fund created by Section 12 hereof and shall be applied only for the payment of costs of the Project.

(d) The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 18. APPROPRIATION.
To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 20. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 21. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

_____

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 13(b) of this Ordinance:

1. Annual Financial Statements and Operating Data. The financial information and operating data with respect to the Issuer to be provided in accordance with such Section the following: the annual audit.

2. Accounting Principles. The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF ELLIS §
CITY OF ENNIS §

We, the undersigned officers of the City of Ennis, Texas (the "Issuer"), hereby certify as follows:

(a) That this certificate is executed and delivered with reference to

City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A, dated August 19, 2026, in the principal amount of $190,000, authorized by an Ordinance passed by the City Commission on July 21, 2026, being a single fully registered Certificate payable in installments to the registered owner thereof (the "Initial Certificate") and the certificates (the "Definitive Certificates") initially made available by the Issuer for completion and exchange for the Initial Certificate.

(b) That each of us signed the Initial Certificate and the Definitive Certificates by manually signing or causing facsimiles of our manual signatures to be printed or lithographed on each of the Definitive Certificates, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Definitive Certificates.

(c) That the Initial Certificate is, and the Definitive Certificates are, substantially in the form, and each of them has been duly executed and signed in the manner, prescribed in the ordinance authorizing the issuance thereof.

(d) That at the time we so executed and signed the Initial Certificate and the Definitive Certificates (collectively the "Certificates") we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) That no litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of any of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Certificates, and that so far as we know and believe no such litigation is threatened.

(f) That neither the corporate existence nor boundaries of the Issuer is being contested, that no litigation has been filed or is now pending which would affect the authority of the officers of the Issuer to issue, execute, sign, and deliver any of the Certificates, and that no authority or proceedings for the issuance of any of the Certificates have been repealed, revoked, or rescinded.

(g) That we have caused the official seal of the Issuer to be impressed, or printed, or lithographed on each of the Certificates; and said seal on each of the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the Issuer.

(h) That the Initial Certificate is directed to be sent to the Office of the Attorney General of the State of Texas, Public Finance Division (the "Attorney General"). The Issuer requests that the Attorney General examine and approve the Initial Certificate in accordance with applicable law. After such approval, the Attorney General is requested to deliver the Initial Certificate to the Comptroller of Public Accounts for registration.

(i) That the Attorney General is hereby authorized and directed to date this certificate concurrently with the date of approval of the Initial Certificate. If any litigation or contest should develop pertaining to the Certificates or any other matters covered by this certificate, the undersigned will notify the Attorney General immediately by telephone or electronic transmission. With this assurance the Attorney General can rely on the absence of any such litigation or contest, and on the veracity and currency of this certificate, at the time the Initial Certificate is approved, unless the Attorney General is notified otherwise.

(j) That the persons named below are on the date hereof, the duly elected and qualified incumbents of the offices of the Issuer set opposite their respective names, and the signatures herein below are the genuine signatures of said officers. By signing below, such officers hereby evidence their lawful signatures, adopt same as facsimiles for the purpose of executing the Certificates and attest to the truthfulness of the foregoing certifications.

[Remainder of page intentionally left blank]

EXECUTED and delivered this _____.

MANUAL SIGNATURES	OFFICIAL TITLES
_____	Mayor
_____	City Secretary

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public

(Notary Seal)

McCALL PARKHURST & HORTON

Focused on Public Finance since 1919.

August 19, 2026

City of Ennis, Texas
107 N. Sherman Street
Ennis, Texas 75119

Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

Re: $190,000 City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A

As bond counsel for the City of Ennis, Texas (the "Issuer") in connection with the issuance of the Certificates of Obligation described above (the "Certificates"), we have examined into the legality and validity of the Certificates, which bear interest from the dates and mature on the dates, and are subject to redemption, in accordance with the terms and conditions stated in the text of the Certificates. Terms used herein and not otherwise defined shall have the meaning given in the Ordinance of the Issuer authorizing the issuance and sale of the Certificates (the "Ordinance").

We have examined the Constitution and laws of the State of Texas, certified copies of the proceedings of the City Commission of the Issuer relating to the issuance of the Certificates, including the Ordinance and other documents authorizing and relating to the issuance of the Certificates; and we have examined various certificates and documents executed by officers and officials of the Issuer upon which certificates and documents we rely as to certain matters stated below. We have also examined one of the executed Certificates (Number T-1).

Based on said examination, it is our opinion that the Certificates have been duly authorized, issued and delivered, all in accordance with law; and that, except as may be limited by laws applicable to the Issuer relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors' rights generally, or by general principles of equity which permit the exercise of judicial discretion, the Certificates will constitute valid and legally binding obligations of the Issuer, and ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates have been levied and pledged for such purpose, within the limit prescribed by law, and that the Certificates are additionally secured by and payable from surplus revenues of the Issuer's combined 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 Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system as provided in the Ordinance.

It is further our opinion that the interest on the Certificates will, upon the issuance and delivery thereof, be includable in the gross income of the owners for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of this opinion.

Except as stated above, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Certificates including the amount, accrual or receipt of interest on, the Certificates. Owners of the Certificates should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Certificates.

600 Congress Avenue
Suite 2150
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

8 Greenway Plaza
Suite 1025
Houston, Texas 77046
T 713.980.0500
F 713.980.0510

112 East Pecan Street
Suite 1310
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

www.mphlegal.com

We express no opinion as to any insurance policies issued with respect to the payments due for the principal of and interest on the Certificates, nor as to any such insurance policies issued in the future.

Our sole engagement in connection with the issuance of the Certificates is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering an opinion with respect to the legality and validity of the Certificates under the Constitution and laws of the State of Texas, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Certificates, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Certificates and have relied solely on certificates executed by officials of the Issuer as to the current outstanding indebtedness of, and assessed valuation of taxable property within, and the sufficiency of the pledged surplus net revenues of, the Issuer.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions.

Respectfully,

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of August 1, 2026 (this "Agreement"), by and between the City of Ennis, Texas (the "Issuer"), and BOKF, NA, Dallas, Texas (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof in accordance with the "Ordinance" (hereinafter defined); and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. **Appointment.**

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Ordinance."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. **Compensation.**

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this

Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II

DEFINITIONS

Section 2.01. **Definitions.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the principal corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means SAMCO Capital Markets, Inc. or such other entity then serving in such capacity for the Issuer.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the Mayor, Mayor Pro-Tem, City Manager, Finance Director or other authorized representative of the Issuer, or any one or more of said officials, and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the order, ordinance or resolution of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes

of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Record Date" has the meaning assigned to such term in the Ordinance.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinance when the principal of a Security is scheduled to be due and payable.

Section 2.02. **Other Definitions.**

The terms "Agreement," "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III

PAYING AGENT

Section 3.01. **Duties of Paying Agent.**

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer by no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer by no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. **Payment Dates.**

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

Section 3.03. **Reporting Requirements.**

To the extent required by the Internal Revenue Code of 1986 and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report, or assure that a report is made to the Holder and the Internal Revenue Service, any amount of acquisition premium, interest paid on, original issue discount or adjusted basis of the Security.

ARTICLE IV

REGISTRAR

Section 4.01. **Security Register - Transfers and Exchanges.**

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. **Security Certificates.**

If the book-entry system of securities transfers and registrations shall be discontinued, the Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be

not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. **Form of Security Register.**

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. **List of Security Holders.**

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. **Return of Canceled Securities.**

All Securities surrendered to the Bank, at the designated Payment/Transfer Office, for payment, redemption, transfer, or replacement, shall be promptly canceled by the Bank. The Bank will provide to the Issuer, at reasonable intervals determined by the Bank, a certificate evidencing the destruction of canceled Securities.

Section 4.06. **Mutilated, Destroyed, Lost or Stolen Securities.**

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. **Transaction Information to Issuer.**

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V

THE BANK

Section 5.01. **Duties of Bank.**

The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

Section 5.02. **Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instruction.

(f) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(g) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. **Recitals of Issuer.**

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. **May Hold Securities.**

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. **Moneys Held by Bank.**

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent permitted by the laws of the United States of America to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. **Indemnification.**

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and

expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. **Interpleader.**

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. **Depository Trust Company Services.**

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. **Amendment.**

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. **Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. **Notices.**

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. **Effect of Headings.**

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. **Successors and Assigns.**

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Paying Agent/Registrar hereunder and vested with all of the powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.06. **Severability.**

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. **Benefits of Agreement.**

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. **Entire Agreement.**

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. **Termination.**

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60)

days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The provisions of Section 1.02 and of Article V shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. **Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12. **Boycott of Israel; Foreign Terrorist Organizations.**

(a) This Agreement has a value of less than $100,000 for purposes of Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code.

(b) The Bank represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this subsection (b) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.13. **Certificate of Interested Parties Form 1295.**

The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By: _____
Title: _____

5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

CITY OF ENNIS, TEXAS

By: _____
Mayor

107 N. Sherman Street
Ennis, Texas 75119

SCHEDULE A

Paying Agent/Registrar Fee Schedule

(See attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2026 (herein, together with any amendments or supplements hereto, called the "Agreement"), made by and between the City of Ennis, Texas, a political subdivision of the State of Texas in Ellis County, Texas, (the "Issuer"), acting by and through its Mayor, and BOKF, NA, Dallas, Texas, as Escrow Agent (the "Escrow Agent") together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on July 21, 2026 (the "Ordinance"), the Issuer authorized the issuance of $190,000 City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A, dated August 19, 2026 (the "Certificates") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding all or a portion of the Issuer's contractual obligations incurred for use in connection with constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Certificates is the deposit of the proceeds of the Certificates (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the Issuer to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Certificates, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Certificates, the Proceeds identified under TWDB Commitment Number(s) L1002031 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the Issuer and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "L1002031 Ennis Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the Issuer but shall be disbursed or withdrawn to pay the costs of the Project for which the Certificates were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the Issuer and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the Issuer in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the Issuer's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the Issuer, the Proceeds and any interest or income earned thereon shall be held uninvested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The Issuer shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the Issuer.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the Issuer and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Certificates or any recitation contained in the Certificates. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account(s), the Escrow Agent shall be protected and shall not be liable to the Issuer or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The Issuer agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the Issuer and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the Issuer and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the Issuer or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The Issuer is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the Issuer and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the Issuer must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the Issuer has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Issuer. Whether appointed by the Issuer or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the Issuer.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Phone: (972) 892-9968
Fax: (214) 256-7517
thongnoi@bokf.com

Executive Administrator
Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the Issuer and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the Issuer and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the Issuer but may not be paid directly from the Escrow Account(s).

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and

will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) Attorney General Standing Letter. The Escrow Agent represents that it has, or will have prior to the closing date, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in this section of this Agreement in a form accepted by the Texas Attorney General. In addition, the Escrow Agent or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Escrow Agent receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Escrow Agent shall promptly notify the Issuer and the Issuer's bond counsel (if it has not already done so) and provide to the Issuer or the Issuer's bond counsel, prior to the closing date and additionally upon request by the Issuer or the Issuer's bond counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Escrow Agent (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Escrow Agent that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

SECTION 20: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The Issuer agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Issuer. Tax reporting will be completed by the Issuer. The Issuer agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The Issuer understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

SECTION 21: COUNTERPARTS/ELECTRONIC TRANSACTIONS. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original

executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date written above.

CITY OF ENNIS, TEXAS

By: _____
Mayor

Address:
107 N. Sherman Street
Ennis, Texas 75119

BOKF, NA,
as Escrow Agent

By: _____
Title: _____

Address:
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

(See Attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Ennis, Texas, a political subdivision of the State of Texas in Ellis County, Texas (the "City"), and BOKF, NA, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Resolution adopted on July 21, 2026 (the "Resolution"), by the City authorizing execution of a Principal Forgiveness Agreement in the amount of $197,755, the City accepts certain contractual obligations (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding all or a portion of the City's contractual obligations incurred for use in connection with constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number LF1002032 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "LF1002032 Ennis PFA Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Obligations and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the City in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the City, the Proceeds and any interest or income earned thereon shall be held un-invested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account(s), the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The City agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account(s), and investments of the Escrow Account(s) and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225
Phone: (972) 892-9968
Fax: (214) 256-7517
thongnoi@bokf.com

Executive Administrator
Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) Attorney General Standing Letter. The Escrow Agent represents that it has, or will have prior to the closing date, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in this section of this Agreement in a form accepted by the Texas Attorney General. In addition, the Escrow Agent or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Escrow Agent receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Escrow Agent shall promptly notify the City and the City's bond counsel (if it has not already done so) and provide to the City or the City's bond counsel, prior to the closing date and additionally upon request by the City or the City's bond counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Escrow Agent (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Agent that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

SECTION 20: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

SECTION 21: COUNTERPARTS/ELECTRONIC TRANSACTIONS. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF ENNIS, TEXAS

By: _____
Mayor

Date: _____

Address:
107 N. Sherman Street
Ennis, Texas 75119

BOKF, NA,
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

(See Attached)

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Receive a report, hold a discussion and take action on an Ordinance considering all matters incident and related to the issuance, sale and delivery of “City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B” authorizing the issuance of said Certificates; approving and authorizing instruments and procedures relating to said Certificates; and enacting other provisions relating to the subject.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Finance
Staff Contact:	Stanley Muli, Finance Director

BACKGROUND INFORMATION:

On August 4, 2024, the City Commission of the City of Ennis approved a resolution authorizing an application for Financial Assistance from the Texas Water Development Board (TWDB) in an amount not to exceed $3,050,000 to provide for the costs of the City’s lead service line inventory (LSLI) and replacement (LSLR) program. This was to identify, map, inventory, and replace lead service lines within the City as required by the Environmental Protection Agency (EPA).

On March 13, 2025, the TWDB approved the City’s financial assistance application in the amount of $3,040,816, with 51% ($1,550,816) as principal forgiveness and 49% ($1,490,000) as low-interest rate loans.

On May 19, 2026, the City Commission adopted notice of intention resolutions, directing staff to publish the notices in the City’s legal newspaper and on the City’s website, announcing the planned issuance of certificates of obligation in an amount not to exceed $190,000 and $1,300,000, respectively for the purposes of making improvements to the City’s utility system.

Now, the City Commission of the City of Ennis, Texas, would like to receive a report, hold a discussion and take action on an ordinance related to the issuance, sale and delivery of “City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B,” which is focused on the LSLR portion of the TWDB grant.

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 this item.

ATTACHMENTS:

Ordinance authorizing the issuance and sale of $1,300,000 CO Series 2026B - Pdf
2026B Sig ID No Lit
2026B Bond Counsel Opinion
2026B PA-R Agreement
2026B Escrow Agreement (CO Proceeds)
2026B Escrow Agreement (Grant Proceeds)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF $1,300,000 IN PRINCIPAL AMOUNT OF "CITY OF ENNIS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026B;" AUTHORIZING THE ISSUANCE OF THE CERTIFICATES; AWARDING THE SALE OF SUCH CERTIFICATES OF OBLIGATION TO THE TEXAS WATER DEVELOPMENT BOARD; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS	**§**
COUNTY OF ELLIS	**§**
CITY OF ENNIS	**§**

WHEREAS, the City Commission of the City of Ennis, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Subchapter B, Chapter 1502, Government Code; and

WHEREAS, the City Commission has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in said Issuer, said newspaper being a "newspaper" as defined in § 2051.044, Texas Government Code, as amended, and duly posted on the Issuer's Internet website; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing Certificates of Obligation be issued on the terms described herein; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code Chapter 551.

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of Obligation of the City of Ennis, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $1,300,000, for the public purpose of paying all or a portion of the Issuer's contractual obligations incurred for use in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the Issuer's waterworks system, including the replacement of water lines; and (ii) paying all or a portion of costs of issuance and legal, fiscal, design and engineering fees in connection with these projects (collectively, the "Project") and the Certificates of Obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ENNIS, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2026B," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated August 19, 2026, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 1 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amount	Interest Rates	Years	Principal Amount	Interest Rates
2027	$55,000	1.530%	2037	$65,000	2.200%
2028	55,000	1.570%	2038	65,000	2.310%
2029	55,000	1.640%	2039	65,000	2.420%
2030	55,000	1.690%	2040	70,000	2.500%
2031	60,000	1.750%	2041	70,000	2.570%
2032	60,000	1.810%	2042	70,000	2.620%
2033	60,000	1.880%	2043	75,000	2.680%
2034	60,000	1.940%	2044	75,000	2.740%
2035	60,000	2.000%	2045	80,000	2.800%
2036	65,000	2.050%	2046	80,000	2.870%

The term “Certificates” as used in this Ordinance shall mean and include collectively the certificates of obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term “Certificate” shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA, Dallas, Texas, to serve as paying agent and registrar for the Certificates (the “Paying Agent/Registrar”). The Mayor, Mayor Pro-Tem or City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the “Registration Books”), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication.Except as provided in subsection (m) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas, and registered by the Comptroller of Public Accounts of the State of Texas.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall received a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The execution and delivery by an authorized officer of the Issuer of a Blanket Letter of Representations with respect to obligations of the Issuer is hereby authorized and approved; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R- UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS $_____

CITY OF ENNIS, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2026B

Interest Rate	Delivery Date	Maturity Date	CUSIP No.

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Ennis, in Ellis County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 1, 2027, and semiannually on each August 1 and February 1 hereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described.

NOTWITHSTANDING ANY PROVISION, term, condition or requirement of this Certificate or the Certificate Ordinance to the contrary, payments to the initial purchaser of the Certificates of principal of and interest on the Certificates shall be made by wire transfer of immediately available funds at no cost to such purchaser.

IN ADDITION, INTEREST MAY BE PAID by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

IN THE EVENT OF A NON-PAYMENT OF INTEREST on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated August 19, 2026, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $1,300,000, for the public purpose of paying all or a portion of the Issuer's contractual obligations incurred for use in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the Issuer's waterworks system, including the replacement of water lines; and (ii) paying all or a portion of costs of issuance and legal, fiscal, design and engineering fees in connection with these projects and the Certificates.

ON FEBRUARY 1, 2037, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be redeemed in inverse order of maturity and the Issuer shall direct the Paying Agent/Registrar to call by lot or other customary method, portions thereof within such maturities and in such principal amounts, for redemption (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books at the close of business on the business day next preceding the date of mailing of such notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal

amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and

such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the Surplus Revenues of the Issuer'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 Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, of the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

_____ _____

City Secretary Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

BOKF, NA, Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number:_____

Transferee's name and address, including zip code: _____

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO._____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. " shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ENNIS, TEXAS, in Ellis County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments ($)	Interest Rates (%)
(Information from Section 2 to be inserted)"		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2027, and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest, shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount

of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this Section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this Section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5(a) may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall transfer and deposit in the Interest Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, that the Issuer shall not transfer any Surplus Revenues to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then current fiscal year has been deposited in the Interest and Sinking Fund;

(ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times debt service requirements of all outstanding System revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of System debt service requirements.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates a security interest in said pledge,

the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharges obligations such as the Certificates, which under current law is limited to the following types of securities: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment

rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(f) So long as the Texas Water Development Board is the Registered Owner of any of the Certificates, the Issuer shall provide written notice to the Texas Water Development Board of a defeasance of the Certificates pursuant to subsection (a)(ii) of this Section.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found

at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's bond counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants.The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by

the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with -

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of

America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder;

(11) to assure that the proceeds of the Certificates will be used solely for new money purposes; and

(12) the Issuer will not acquire any of the Texas Water Development Board's source series bonds in an amount related to the amount of Certificates acquired by the Texas Water Development Board.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, Mayor Pro-Tem, City Manager and Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Project on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES; FURTHER PROCEDURES.

(a) The Certificates are hereby officially sold and awarded to the initial purchaser, the Texas Water Development Board (the "TWDB"), at a price equal to the par amount thereof, pursuant to Texas Water Development Board Resolution No. 25-021. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Texas Water Development Board or its designee.

(b) The Mayor and Mayor Pro-Tem, City Manager, City Secretary, Finance Director of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates and the sale of the Certificates. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be used as described in Section 16(n). It is provided, however, that any interest earnings on Certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2026B Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided, and to pay the costs of issuance of the Certificates. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be disbursed as provided in Section 16(n).

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer

hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds as provided in Chapters 2256 and 2257, Texas Government Code, as amended.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions.As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within twelve months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type described in Exhibit A hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit A hereto, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial information by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of holders of the Certificates;

3. Certificate calls;

4. Release, substitution, or sale of property securing repayment of the Certificates;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

6. Appointment of a successor or additional paying agent or the change of name of a paying agent; and

7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in clause (9) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH

BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer’s bond counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount a majority of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall

permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer, or any official, officer or employee of the Issuer in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Commission.

(iv) None of the members of the City Commission, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 16. TEXAS WATER DEVELOPMENT BOARD. The provisions of this Section shall apply so long as the Certificates, or any of them, are owned by the TWDB. The Issuer hereby agrees to comply with all conditions set forth in TWDB Resolution No. 25-021, which conditions are incorporated herein.

(a) Annual Audit Reporting. The Issuer shall provide the TWDB with an annual report prepared in accordance with generally accepted auditing standards by a certified public accountant or licensed public accountant, to be submitted without charge within 180 days of the close of each fiscal year.

(b) Covenant to Abide with Rules. The Issuer will abide with all applicable laws of the State of Texas and Rules of the TWDB relating to the loan of funds evidenced by the Certificate and the Project for which the Certificate is issued, sold and delivered.

(c) Water Conservation Program. The Issuer has adopted and implemented or will adopt and implement an approved water conservation program in accordance with 31 TAC § 371.71.

(d) Records and Accounts. The Issuer agrees and covenants that it will maintain current, accurate and complete records and accounts regarding the System in accordance with 31 TAC § 371.71.

(e) Environmental Determinations. The Issuer agrees and covenants that it will comply with any special conditions of the environmental determination of the Executive Administrator of the TWDB (the "Executive Administrator") in accordance with 31 TAC § 371.71.

(f) Prohibition on Use of Proceeds. The Issuer covenants and agrees that none of the proceeds of the Certificate will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site, except for a lead service line replacement project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines.

(g) Indemnification.The Issuer further agrees, to the extent permitted by law, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims or causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Issuer, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

(h) Conveyance of Obligations. Prior to any action by the Issuer to convey its obligations under the Certificate to another entity, if permitted by law, the conveyance and the assumption of such obligations must be approved by the TWDB. The Issuer shall notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such a sale-transfer-merger with another retail public utility.

(i) Davis-Bacon Act Compliance. All laborers and mechanics employed by contractors and subcontractors for the Project who are paid from proceeds of the Certificates on deposit in the Series 2026B Certificate of Obligation Construction Fund shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality of the Issuer in accordance with the federal Davis-Bacon Act and the U.S. Department of Labor's implementing regulations pertaining thereto.

(j) Federal Funding Accountability and Transparency Act. The Issuer shall provide the TWDB with all information required by the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252.

(k) DUNS Number and CAGE Code. The Issuer shall obtain a Data Information Numbering System (DUNS) Number and shall register with the System for Award Management to obtain a Commercial and

Government Entity (CAGE) Code, and maintain current registration at all times during which the Certificate is outstanding.

(l) Timely Expenditures. All proceeds of the Certificate will be timely and expeditiously used, as required by applicable federal statutes and U.S. Environmental Protection Agency regulations, and the Issuer shall adhere to a project construction schedule acceptable to the Executive Administrator that facilitates timely use of funds and project completion.

(m) As-Built Plans. The Issuer shall provide to the TWDB a full and complete set of "as-built" plans relating to the Project, promptly upon completion of the Project.

(n) Final Accounting. The Issuer shall use any Certificate proceeds that are determined to be remaining unused funds, which are those funds unspent after the original approved Project is completed, for enhancements to the original Project explicitly approved by the Executive Administrator, or if no enhancements are authorized by the Executive Administrator, the Issuer will submit a final accounting and disposition of the unused funds. The Issuer shall render a final accounting of the cost of the Project to the TWDB within 60 days of the completion of the Project. If the total cost of the Project, as finally completed, is less than originally estimated, so that the proper share of the participation by the Texas Water Development Board in such project is reduced, any surplus proceeds from the Certificates remaining after completion of the Project shall be used in a manner approved by the Executive Administrator, including without limitation to redeem, on any date, the Certificates owned by the TWDB, at a price of par.

(o) Insurance.The Issuer agrees to maintain casualty and other insurance on the Issuer's water system of a kind and in an amount customarily carried by municipal corporations owning and operating similar properties and in an amount sufficient to protect the interests of the TWDB in the Project.

(p) Remedies.The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificate or this Ordinance that restricts or limits the TWDB's full exercise of such remedies shall be of no force and effect.

(q) American Iron and Steel Requirements. The Issuer will abide by all applicable construction contract requirements related to the use of iron and steel products in the United States, as required by the 2014 Federal Appropriations Act and related State Revolving Fund Policy Guidelines.

(r) Outlay Reports. The Issuer shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines.

(s) Disadvantage Business Enterprise. The Issuer hereby agrees that prior to the release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the Issuer must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.

(t) Certain Telecommunications and Video Surveillance Services or Equipment. The Issuer hereby agrees to abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.

(u) Build America, Buy America Act. The Issuer hereby agrees to abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58 and 2 CFR Part 184.

Section 17. ESCROW AGREEMENT AND ESCROW FUND.

(a) The Escrow Agreement between the Issuer and the escrow agent named therein (the "Escrow Agent") substantially in the form and content presented at this meeting, specifying the duties and responsibilities of the Issuer and the Escrow Agent, and creating the escrow fund (the "Escrow Fund"), is hereby approved and the Mayor, Mayor Pro-Tem or City Manager is hereby authorized and directed to execute the Escrow Agreement on behalf of the Issuer. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.

(b) On the closing date, the Issuer shall cause the proceeds from the sale of the Certificates to be deposited into the Escrow Fund or, if agreed to by the Texas Water Development Board, all or a portion of the proceeds of the Certificates may be deposited into the Construction Fund or as otherwise directed by the Issuer and the Texas Water Development Board.

(c) Funds shall not be released from the Escrow Fund without written approval by the Executive Administrator of the Texas Water Development Board. Except as provided in Section 16(n), moneys disbursed from the Escrow Fund shall be credit to the Construction Fund created by Section 12 hereof and shall be applied only for the payment of costs of the Project.

(d) The security for, and the investment of, funds on deposit in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.

Section 18. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 20. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 21. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

_____

EXHIBIT A

Annual Financial Statements and Operating Data

The following information is referred to in Section 13(b) of this Ordinance:

1. Annual Financial Statements and Operating Data. The financial information and operating data with respect to the Issuer to be provided in accordance with such Section the following: the annual audit.

2. Accounting Principles. The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF ELLIS §
CITY OF ENNIS §

We, the undersigned officers of the City of Ennis, Texas (the "Issuer"), hereby certify as follows:

(a) That this certificate is executed and delivered with reference to

City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B, dated August 19, 2026, in the principal amount of $1,300,000, authorized by an Ordinance passed by the City Commission on July 21, 2026, being a single fully registered Certificate payable in installments to the registered owner thereof (the "Initial Certificate") and the certificates (the "Definitive Certificates") initially made available by the Issuer for completion and exchange for the Initial Certificate.

(b) That each of us signed the Initial Certificate and the Definitive Certificates by manually signing or causing facsimiles of our manual signatures to be printed or lithographed on each of the Definitive Certificates, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Definitive Certificates.

(c) That the Initial Certificate is, and the Definitive Certificates are, substantially in the form, and each of them has been duly executed and signed in the manner, prescribed in the ordinance authorizing the issuance thereof.

(d) That at the time we so executed and signed the Initial Certificate and the Definitive Certificates (collectively the "Certificates") we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) That no litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of any of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Certificates, and that so far as we know and believe no such litigation is threatened.

(f) That neither the corporate existence nor boundaries of the Issuer is being contested, that no litigation has been filed or is now pending which would affect the authority of the officers of the Issuer to issue, execute, sign, and deliver any of the Certificates, and that no authority or proceedings for the issuance of any of the Certificates have been repealed, revoked, or rescinded.

(g) That we have caused the official seal of the Issuer to be impressed, or printed, or lithographed on each of the Certificates; and said seal on each of the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the Issuer.

(h) That the Initial Certificate is directed to be sent to the Office of the Attorney General of the State of Texas, Public Finance Division (the "Attorney General"). The Issuer requests that the Attorney General examine and approve the Initial Certificate in accordance with applicable law. After such approval, the Attorney General is requested to deliver the Initial Certificate to the Comptroller of Public Accounts for registration.

(i) That the Attorney General is hereby authorized and directed to date this certificate concurrently with the date of approval of the Initial Certificate. If any litigation or contest should develop pertaining to the Certificates or any other matters covered by this certificate, the undersigned will notify the Attorney General immediately by telephone or electronic transmission. With this assurance the Attorney General can rely on the absence of any such litigation or contest, and on the veracity and currency of this certificate, at the time the Initial Certificate is approved, unless the Attorney General is notified otherwise.

(j) That the persons named below are on the date hereof, the duly elected and qualified incumbents of the offices of the Issuer set opposite their respective names, and the signatures herein below are the genuine signatures of said officers. By signing below, such officers hereby evidence their lawful signatures, adopt same as facsimiles for the purpose of executing the Certificates and attest to the truthfulness of the foregoing certifications.

[Remainder of page intentionally left blank]

EXECUTED and delivered this _____.

MANUAL SIGNATURES	OFFICIAL TITLES
_____	Mayor
_____	City Secretary

Given under my hand and seal of office this ____ day of _____, 2026.

_____
Notary Public

(Notary Seal)

McCALL PARKHURST & HORTON

Focused on Public Finance since 1919.

August 19, 2026

City of Ennis, Texas
107 N. Sherman Street
Ennis, Texas 75119

Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

Re: $1,300,000 City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B

As bond counsel for the City of Ennis, Texas (the "Issuer") in connection with the issuance of the Certificates of Obligation described above (the "Certificates"), we have examined into the legality and validity of the Certificates, which bear interest from the dates and mature on the dates, and are subject to redemption, in accordance with the terms and conditions stated in the text of the Certificates. Terms used herein and not otherwise defined shall have the meaning given in the Ordinance of the Issuer authorizing the issuance and sale of the Certificates (the "Ordinance").

We have examined the Constitution and laws of the State of Texas, certified copies of the proceedings of the City Commission of the Issuer relating to the issuance of the Certificates, including the Ordinance and other documents authorizing and relating to the issuance of the Certificates; and we have examined various certificates and documents executed by officers and officials of the Issuer upon which certificates and documents we rely as to certain matters stated below. We have also examined one of the executed Certificates (Number T-1).

Based on said examination, it is our opinion that the Certificates have been duly authorized, issued and delivered, all in accordance with law; and that, except as may be limited by laws applicable to the Issuer relating to governmental immunity, bankruptcy, reorganization, and other similar matters affecting creditors' rights generally, or by general principles of equity which permit the exercise of judicial discretion, the Certificates will constitute valid and legally binding obligations of the Issuer, and ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates have been levied and pledged for such purpose, within the limit prescribed by law, and that the Certificates are additionally secured by and payable from surplus revenues of the Issuer's combined 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 Issuer's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system as provided in the Ordinance.

It is further our opinion that, except as discussed below, under the statutes, regulations, published rulings, and court decisions existing on the date of this opinion, for federal income tax purposes, the interest on the Certificates (i) is excludable from the gross income of the owners thereof and (ii) the Certificates will not be treated as "specified private activity bonds" the interest on which would be included as an individual alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). In expressing the aforementioned opinions, we have relied on certain representations, the accuracy of which we have not independently verified, and assume compliance with certain covenants regarding the use and investment of the proceeds of the Certificates and the use of the property financed

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Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

8 Greenway Plaza
Suite 1025
Houston, Texas 77046
T 713.980.0500
F 713.980.0510

112 East Pecan Street
Suite 1310
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

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therewith. We call your attention to the fact that if such representations are determined to be inaccurate or if the Issuer fails to comply with such covenants, interest on the Certificates may become includable in gross income retroactively to the date of issuance of the Certificates.

Except as stated above, we express no opinion as to any other federal, state, or local tax consequences of acquiring, carrying, owning, or disposing of the Certificates, including the amount, accrual or receipt of interest on, the Certificates. Owners of the Certificates should consult their tax advisors regarding the applicability of any collateral tax consequences of owning the Certificates.

We call your attention to the fact that the interest on tax-exempt obligations, such as the Certificates, is includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code.

We express no opinion as to any insurance policies issued with respect to the payments due for the principal of and interest on the Certificates, nor as to any such insurance policies issued in the future.

Our sole engagement in connection with the issuance of the Certificates is as Bond Counsel for the Issuer, and, in that capacity, we have been engaged by the Issuer for the sole purpose of rendering an opinion with respect to the legality and validity of the Certificates under the Constitution and laws of the State of Texas, and with respect to the exclusion from gross income of the interest on the Certificates for federal income tax purposes, and for no other reason or purpose. The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of a result. We have not been requested to investigate or verify, and have not independently investigated or verified any records, data, or other material relating to the financial condition or capabilities of the Issuer, or the disclosure thereof in connection with the sale of the Certificates, and have not assumed any responsibility with respect thereto. We express no opinion and make no comment with respect to the marketability of the Certificates and have relied solely on certificates executed by officials of the Issuer as to the current outstanding indebtedness of, and assessed valuation of taxable property within, and the sufficiency of the pledged surplus net revenues of, the Issuer.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Certificates. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer has covenanted not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Certificates as includable in gross income for federal income tax purposes.

Respectfully,

www.mphlegal.com

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of August 1, 2026 (this "Agreement"), by and between the City of Ennis, Texas (the "Issuer"), and BOKF, NA, Dallas, Texas (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof in accordance with the "Ordinance" (hereinafter defined); and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. **Appointment.**

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Ordinance."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. **Compensation.**

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this

Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II

DEFINITIONS

Section 2.01. **Definitions.**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the principal corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" means SAMCO Capital Markets, Inc. or such other entity then serving in such capacity for the Issuer.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the Mayor, Mayor Pro-Tem, City Manager, Finance Director or other authorized representative of the Issuer, or any one or more of said officials, and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the order, ordinance or resolution of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes

of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Record Date" has the meaning assigned to such term in the Ordinance.

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinance when the principal of a Security is scheduled to be due and payable.

Section 2.02. **Other Definitions.**

The terms "Agreement," "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III

PAYING AGENT

Section 3.01. **Duties of Paying Agent.**

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer by no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer by no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. **Payment Dates.**

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

Section 3.03. **Reporting Requirements.**

To the extent required by the Internal Revenue Code of 1986 and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report, or assure that a report is made to the Holder and the Internal Revenue Service, any amount of acquisition premium, interest paid on, original issue discount or adjusted basis of the Security.

ARTICLE IV

REGISTRAR

Section 4.01. **Security Register - Transfers and Exchanges.**

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. **Security Certificates.**

If the book-entry system of securities transfers and registrations shall be discontinued, the Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be

not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. **Form of Security Register.**

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. **List of Security Holders.**

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. **Return of Canceled Securities.**

All Securities surrendered to the Bank, at the designated Payment/Transfer Office, for payment, redemption, transfer, or replacement, shall be promptly canceled by the Bank. The Bank will provide to the Issuer, at reasonable intervals determined by the Bank, a certificate evidencing the destruction of canceled Securities.

Section 4.06. **Mutilated, Destroyed, Lost or Stolen Securities.**

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. **Transaction Information to Issuer.**

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V

THE BANK

Section 5.01. **Duties of Bank.**

The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

Section 5.02. **Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instruction.

(f) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(g) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. **Recitals of Issuer.**

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. **May Hold Securities.**

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. **Moneys Held by Bank.**

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent permitted by the laws of the United States of America to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. **Indemnification.**

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and

expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. **Interpleader.**

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction within the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. **Depository Trust Company Services.**

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. **Amendment.**

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. **Assignment.**

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. **Notices.**

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. **Effect of Headings.**

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. **Successors and Assigns.**

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell, lease, or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, ipso facto, shall be and become successor Paying Agent/Registrar hereunder and vested with all of the powers, rights, obligations, duties, remedies, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 6.06. **Severability.**

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. **Benefits of Agreement.**

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. **Entire Agreement.**

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. **Termination.**

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60)

days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The provisions of Section 1.02 and of Article V shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. **Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12. **Boycott of Israel; Foreign Terrorist Organizations.**

(a) This Agreement has a value of less than $100,000 for purposes of Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code.

(b) The Bank represents and warrants, for purposes of Subchapter F of Chapter 2252 of the Texas Government Code, that at the time of execution and delivery of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used in this subsection (b) has the meaning assigned to such term in Section 2252.151 of the Texas Government Code. Notwithstanding anything contained herein, the representations and covenants contained in this paragraph shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.13. **Certificate of Interested Parties Form 1295.**

The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By: _____
Title: _____

5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

CITY OF ENNIS, TEXAS

By: _____
Mayor

107 N. Sherman Street
Ennis, Texas 75119

SCHEDULE A

Paying Agent/Registrar Fee Schedule

(See attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of August 1, 2026 (herein, together with any amendments or supplements hereto, called the "Agreement"), made by and between the City of Ennis, Texas, a political subdivision of the State of Texas in Ellis County, Texas, (the "Issuer"), acting by and through its Mayor, and BOKF, NA, Dallas, Texas, as Escrow Agent (the "Escrow Agent") together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on July 21, 2026 (the "Ordinance"), the Issuer authorized the issuance of $1,300,000 City of Ennis, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B, dated August 19, 2026 (the "Certificates") to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding all or a portion of the Issuer's contractual obligations incurred for use in connection with constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Certificates is the deposit of the proceeds of the Certificates (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the Issuer to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Certificates, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Certificates, the Proceeds identified under TWDB Commitment Number(s) L1002033 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the Issuer and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "L1002033 Ennis Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the Issuer but shall be disbursed or withdrawn to pay the costs of the Project for which the Certificates were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the Issuer and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the Issuer in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the Issuer's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the Issuer, the Proceeds and any interest or income earned thereon shall be held uninvested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The Issuer shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the Issuer.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the Issuer and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Certificates or any recitation contained in the Certificates. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account(s), the Escrow Agent shall be protected and shall not be liable to the Issuer or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The Issuer agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the Issuer and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the Issuer and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the Issuer or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The Issuer is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the Issuer and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the Issuer must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the Issuer has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Issuer. Whether appointed by the Issuer or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the Issuer.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Phone: (972) 892-9968
Fax: (214) 256-7517
thongnoi@bokf.com

Executive Administrator
Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the Issuer and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the Issuer and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the Issuer but may not be paid directly from the Escrow Account(s).

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and

will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) Attorney General Standing Letter. The Escrow Agent represents that it has, or will have prior to the closing date, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in this section of this Agreement in a form accepted by the Texas Attorney General. In addition, the Escrow Agent or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Escrow Agent receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Escrow Agent shall promptly notify the Issuer and the Issuer's bond counsel (if it has not already done so) and provide to the Issuer or the Issuer's bond counsel, prior to the closing date and additionally upon request by the Issuer or the Issuer's bond counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the Issuer and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Escrow Agent (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Escrow Agent that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

SECTION 20: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The Issuer agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Issuer. Tax reporting will be completed by the Issuer. The Issuer agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The Issuer understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

SECTION 21: COUNTERPARTS/ELECTRONIC TRANSACTIONS. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original

executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date written above.

CITY OF ENNIS, TEXAS

By: _____
Mayor

Address:
107 N. Sherman Street
Ennis, Texas 75119

BOKF, NA,
as Escrow Agent

By: _____
Title: _____

Address:
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

(See Attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Ennis, Texas, a political subdivision of the State of Texas in Ellis County, Texas (the "City"), and BOKF, NA, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Resolution adopted on July 21, 2026 (the "Resolution"), by the City authorizing execution of a Principal Forgiveness Agreement in the amount of $1,353,061, the City accepts certain contractual obligations (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding all or a portion of the City's contractual obligations incurred for use in connection with constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative an upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number LF1002034 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "LF1002034 Ennis PFA Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Obligations and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the City in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the City, the Proceeds and any interest or income earned thereon shall be held un-invested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account(s), the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The City agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account(s), and investments of the Escrow Account(s) and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225
Phone: (972) 892-9968
Fax: (214) 256-7517
thongnoi@bokf.com

Executive Administrator
Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) Attorney General Standing Letter. The Escrow Agent represents that it has, or will have prior to the closing date, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in this section of this Agreement in a form accepted by the Texas Attorney General. In addition, the Escrow Agent or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Escrow Agent receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Escrow Agent shall promptly notify the City and the City's bond counsel (if it has not already done so) and provide to the City or the City's bond counsel, prior to the closing date and additionally upon request by the City or the City's bond counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Escrow Agent (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Agent that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

SECTION 20: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

SECTION 21: COUNTERPARTS/ELECTRONIC TRANSACTIONS. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF ENNIS, TEXAS

By: _____
Mayor

Date: _____

Address:
107 N. Sherman Street
Ennis, Texas 75119

BOKF, NA,
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

(See Attached)

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Receive a report, hold a discussion and take action on a Resolution approving the execution and delivery of a Principal Forgiveness Agreement with the Texas Water Development Board for water system improvements for lead service line replacement; and resolving other matters relating to the subject.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Finance
Staff Contact:	Stanley Muli, Finance Director

BACKGROUND INFORMATION:

On August 4, 2024, the City Commission of the City of Ennis approved a resolution authorizing an application for Financial Assistance from the Texas Water Development Board (TWDB) in an amount not to exceed $3,050,000 to provide for the costs of the City's lead service line inventory (LSLI) and replacement (LSLR) program. This was to identify, map, inventory, and replace lead service lines within the City as required by the Environmental Protection Agency (EPA).

On March 13, 2025, the TWDB approved the City's financial assistance application in the amount of $3,040,816, with 51% ($1,550,816) as principal forgiveness and 49% ($1,490,000) as low-interest rate loans.

On May 19, 2026, the City Commission adopted notice of intention resolutions, directing staff to publish the notices in the City's legal newspaper and on the City's website, announcing the planned issuance of certificates of obligation in an amount not to exceed $190,000 and $1,300,000, respectively for the purposes of making improvements to the City's utility system.

Now, the City Commission of the City of Ennis, Texas, would like to receive a report, hold a discussion and take action on a resolution approving the execution and delivery of a Principal Forgiveness Agreement with TWDB for water system improvements for LSLR program activities.

FINANCIAL IMPACT:

Acceptance and execution of the Principal Forgiveness Agreement will provide the City with $1,550,816 in principal forgiveness that will not have to be repaid to TWDB if expended for eligible program activities.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

RESOLUTION NO.-TWDB Principal Forgiveness Agreement - Pdf

F.6.

2026A Escrow Agreement (Grant Proceeds) v2
2026B Escrow Agreement (Grant Proceeds) v2

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING THE EXECUTION AND DELIVERY OF A PRINCIPAL FORGIVENESS AGREEMENT FOR WATER SYSTEM IMPROVEMENTS FOR LEAD SERVICE LINE REPLACEMENT; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT.

THE STATE OF TEXAS §
COUNTY OF ELLIS §
CITY OF ENNIS §

WHEREAS, the City of Ennis, Texas (the "City") has received approval from the Texas Water Development Board ("TWDB") for financial assistance from TWDB to the City from the Drinking Water State Revolving Fund Lead Service Line Replacement Program in the amount of (i) $387,755 (the "Inventory Loan"), consisting of the City's Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2026A, in the amount of $190,000, and Principal Forgiveness in the amount of $197,755, and (ii) $2,653,061 (the "Non-Inventory Loan" and, together with the Inventory Loan, the "Loans"), consisting of the City's Combination Tax and Surplus Revenue Certificates of Obligation, Series 2026B, in the amount of $1,300,000, and Principal Forgiveness in the amount of $1,353,061;

WHEREAS, TWDB has presented to the City a Principal Forgiveness Agreement (the "Principal Forgiveness Agreement") in connection with the Loans, in which the City agrees to certain conditions with respect to the Loans;

WHEREAS, this City Commission hereby finds and determines that it is a public benefit to and in the best interests of the City and its residents to enter into the Principal Forgiveness Agreement in order to obtain the Loans to fund needed water system improvements within the City; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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

SECTION 1: The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

SECTION 2: The Principal Forgiveness Agreement, in substantially the form presented at this meeting, is hereby approved and the Mayor or Mayor Pro-Tem of the City Commission is hereby authorized and directed to execute and deliver the Principal Forgiveness Agreement. The Escrow Agreements relating to the Principal Forgiveness Agreement between the City and the escrow agent named therein (the "Escrow Agent"), substantially in the form and content presented at this meeting, are hereby approved and the Mayor or Mayor Pro-Tem of the City Commission is hereby authorized and directed to execute the Escrow Agreements on behalf of the City. The Escrow Agent named in the Escrow Agreements is hereby appointed as the Escrow Agent pursuant to such Escrow Agreements.

SECTION 3: The Mayor, Mayor Pro-Tem, City Manager, City Secretary and Finance Director of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to take such actions and to execute and deliver in the name and on behalf of the City all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.

SECTION 4: This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

Principal Forgiveness Agreement
Drinking Water State Revolving Fund

TEXAS WATER DEVELOPMENT BOARD

AND

CITY OF ENNIS

ELLIS COUNTY, TEXAS

TWDB COMMITMENT NO. LF1002032 & LF1002034

TWDB PROJECT NO. 63060 (IUP FISCAL YEAR 2023)

TWDB RESOLUTION NO. 25-021 & 26-038

CFDA # 66.468

CITY OF ENNIS
TWDB COMMITMENT NO. LF1002032 & LF1002034
TWDB PROJECT NO. 63060
TWDB RESOLUTION NO. 25-021 & 26-038

PRINCIPAL FORGIVENESS AGREEMENT

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EXHIBITS

TWDB Resolution No. 25-021 & 26-038 ..... **EXHIBIT A**
City of Ennis's Resolution ..... **EXHIBIT B**
List of Federal Laws and Authorities (Cross-Cutters) ..... **EXHIBIT C**
Davis-Bacon Contract and Subcontract Provisions ..... **EXHIBIT D**
Project Schedule ..... **EXHIBIT E**
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Escrow Agreement ..... **EXHIBIT G**

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

TWDB Commitment No. LF1002032 & LF1002034

PRINCIPAL FORGIVENESS AGREEMENT
BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND THE
CITY OF ENNIS

WHEREAS, the City of Ennis (City), located in Ellis County, has filed an application with the Texas Water Development Board (TWDB) for financial assistance in the amount of $3,040,816 from the Drinking Water State Revolving Fund-Lead Service Line Replacement Program (DWSRF-LSLR) to finance the inventory, planning, design, and construction of certain water system improvements identified as Project No. 63060; and

WHEREAS, on March 13, 2025, the TWDB determined that the City qualifies for principal forgiveness pursuant to 31 TAC § 371.17 and the criteria set forth in the Drinking Water State Revolving Fund Amended Intended Use Plan Lead Service Line Replacement Funding SFY 2023 (IUP) and agreed, pursuant to the TWDB Resolution to provide financial assistance in the amount of $3,040,816 to the City and further agreed $1,550,816 will be forgiven consisting of the amounts of $197,755 identified as TWDB Commitment No. LF1002032 and $1,353,061 identified as TWDB Commitment No. LF1002034; and

WHEREAS, on March 3, 2026, the TWDB adopted a resolution amending the TWDB Resolution to extend the funding commitment to March 31, 2026.

WHEREAS, the TWDB and the City are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Principal Forgiveness Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth herein.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Principal Forgiveness Agreement and the attached exhibits.

CFR means the Code of Federal Regulations.

Commitment means an offer by the Board to provide financial assistance to an Applicant as evidenced by a TWDB resolution.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 371.1(17) and required by the TWDB Resolution.

DWSRF means the Drinking Water State Revolving Fund, a program of financial assistance administered by the TWDB for water projects pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq*.; applicable federal regulations; Texas Water Code, Chapter 15, §§ 15.601 – 15.618; and 31 TAC Chapter 371.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

Emergency Preparedness Evaluation means a plan or audit that outlines future needs to ensure compliance with statutory and regulatory standards of emergency operations that directly affect operation of a public water system during an extended power outage from severe weather that impacts the system.

EPA means the U.S. Environmental Protection Agency.

Escrow Account means an account established by the City that will be used to manage the Principal Forgiveness Funds in accordance with an escrow agreement acceptable to the Executive Administrator, which is attached hereto as **EXHIBIT G**, until the Executive Administrator authorizes the release of the Principal Forgiveness Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or designated representative.

Financial Assistance means funding made available to eligible Applicants as authorized in 40 CFR § 35.3525, including principal forgiveness.

Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability that by the exercise of due diligence and care such party could not have avoided.

Green Project means a project or portion of a project that meets the EPA criteria for inclusion in the Green Project Reserve, including green infrastructure, water or energy efficiency improvements or other environmentally innovative activities.

Green Project Reserve means the equivalent amount of the EPA capitalization grant that is reserved for projects that meet the EPA's criteria for green projects.

IUP means the Drinking Water State Revolving Fund Amended Intended Use Plan Lead Service Line Replacement Funding SFY 2023, approved by the TWDB and the EPA in which the Project was prioritized for funding.

Obligations means the $190,000 City of Ennis, Texas, Combination Tax and Surplus Revenue Certificate of Obligation, Taxable Series 2026A and $1,300,000 City of Ennis, Texas, Combination Tax and Surplus Revenue Certificate of Obligation, Taxable Series 2026B, together with all authorizing documents, which evidence the portion of the financial assistance that is not forgiven, identified as L1002031 and L1002033 respectively.

Outlay Report means the TWDB form regarding the total amount of costs incurred by the City relating to the Project for the specified period.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Principal Forgiveness Funds means the portion of the Financial Assistance that is forgiven in a total amount not to exceed $1,550,816, consisting of the amounts of $197,755 identified as TWDB Commitment No. LF1002032 and $1,353,061 identified as TWDB Commitment No. LF1002034.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 63060.

State means the State of Texas.

TWDB Resolution means TWDB Resolution No. 25-021, dated March 13, 2025, as amended by TWDB Resolution No. 26-038, dated March 3, 2026, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

ARTICLE II. AUTHORITY AND RECITALS

2.01. AUTHORITY. This Agreement is authorized and required by the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and is also governed by terms of the IUP; Texas Water Code, Chapter 6; Texas Water Code; Chapter 15, §§ 15.601 – 15.618; 31 TAC Chapter 371; and the TWDB Resolution.

2.02. RECITALS. The Parties agree that the following representations are true and correct and form the basis of this Agreement:

A. The TWDB may provide financial assistance in the form of additional subsidization, such as principal forgiveness, for all or a portion of the Project costs in an amount which the TWDB has determined to be eligible.

B. On March 13, 2025, the TWDB considered an Application filed by the City for financial assistance from the DWSRF program. Based on the representations made by the City in that Application, the TWDB adopted the TWDB Resolution in which the TWDB:

1. determined that the City qualifies for principal forgiveness and is eligible for financial assistance; and

2. made a commitment to provide financial assistance through the purchase of bonds in an amount not to exceed $3,040,816 for inventory, planning, design, and construction of the Project and to provide additional subsidization in the form of principal forgiveness to the City in a total amount not to exceed $1,550,816, consisting of the amounts of $197,755 identified as TWDB Commitment No. LF1002032 and $1,353,061 identified as TWDB Commitment No. LF1002034, as Principal Forgiveness Funds without the expectation of repayment.

C. The TWDB and the City enter this Agreement to memorialize and set forth the terms and conditions for the Principal Forgiveness Funds in an amount not to exceed $1,550,816. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB pursuant to the TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City, a copy of which is attached hereto as **EXHIBIT B**.

D. Nothing in this Agreement supersedes or affects any provisions of the Obligations relating to the Financial Assistance amount not forgiven.

ARTICLE III. LEGAL REQUIREMENTS

3.01. APPLICABLE LAWS. In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its designated and authorized representatives, agrees to plan, design, and/or construct the Project in compliance with the following:

A. the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and the EPA regulations at 40 CFR Part 35;

B. all federal laws and regulations identified on **EXHIBIT C**;

C. Texas Water Code; Chapter 15, §§ 15.601 – 15.618;

D. 30 TAC Chapter 290; and

E. 31 TAC Chapter 371.

3.02. LABOR STATUTES AND REGULATIONS. The City agrees to comply with the following statutes and regulations and shall execute the certifications required by the TWDB related to same. Further, the City shall ensure that each contract for work on the Project shall also contain the following requirements:

A. Equal Employment Opportunity. The City shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and U.S. Department of Labor regulations at 41 CFR Chapter 60, relating to Office of Federal Contract Compliance, EEO. The City shall include this provision in any contract or subcontract in excess of $10,000 as required by 40 CFR § 31.36.

B. Davis-Bacon Act Wage Rates. In accordance with the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq*., and the applicable IUP, the City, its contractors and its subcontractors, for the Project that is funded in whole or in part with Principal Forgiveness Funds, shall pay all laborers and mechanics at rates not less than those prevailing on similar projects in the same locality, as determined by the U.S. Secretary of Labor's Wage and Hour Division, in conformance with the Davis–Bacon Act, 40 U.S.C. §§ 3141 - 3148, 29 CFR Part 5, relating to Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, and 29 CFR Part 3, relating to Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States. All contracts and subcontracts for the construction of the Project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contracts clauses as attached hereto as **EXHIBIT D**.

C. Contract Work Hours and Safety Standards Act. The City shall ensure that its contractors and subcontractors comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 - 3708 and 29 CFR Part 5.

3.03. NO LOBBYING. The City agrees to comply with 40 CFR Part 34, relating to New Restrictions on Lobbying. The City understands and agrees that none of the Principal Forgiveness Funds provided under this Agreement shall be expended to pay any person for influencing or attempting to influence an officer or employee of any federal entity, or a Member of Congress, with regard to the awarding of any federal contract, federal grant, federal loan, or the extension, continuation, renewal, amendment or modification of any federal contract, loan, or grant. The City shall require that all contracts in excess of $100,000 for work implementing the Project contain the following statement: IN ACCORDANCE WITH THE BYRD ANTI-LOBBYING AMENDMENT, ANY RECIPIENT WHO MAKES A PROHIBITED EXPENDITURE UNDER TITLE 40 CFR PART 34 OR FAILS TO FILE THE REQUIRED CERTIFICATION OR LOBBYING FORMS SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH EXPENDITURE.

3.04. IRON AND STEEL. The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States as

required by 31 TAC § 371.4, related EPA SRF Policy Guidelines and the TWDB American Iron and Steel Guidance, unless the City has requested and obtained a waiver from EPA pertaining to the Project. This section applies in a manner consistent with United States obligations under international agreements. If the City is a signatory to such an agreement, then the City is under the obligation to determine its applicability and requirements and document the actions taken to comply for the TWDB.

3.05. PROCUREMENT. The City shall comply with the following when procuring goods and services for work on the Project according to the requirements in this section.

A. Debarred and Suspended Vendors. Prior to selecting any contractor, the City shall ensure that the contractor is not listed on the federal Excluded Parties List System and is not suspended or disbarred by either the State or the federal government. See the following websites for lists of suspended and debarred federal and State vendors: www.window.state.tx.us/procurement/prog/vendor_performance/debarred and www.sam.gov.

B. State Procurement Requirements. All purchases for goods, services or commodities made with funds provided under this Agreement shall comply with State and local procurement and contracting laws.

C. Disadvantaged Business Enterprises. The City agrees to comply with 40 CFR Part 33, relating to Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.

3.06. FINANCIAL, MANAGERIAL AND TECHNICAL CAPABILITIES. The City covenants to maintain its technical, financial, and managerial capability to ensure compliance with the Safe Drinking Water Act § 300-j12.

3.07. ASSURANCES RELATED TO STATE FUNDS. The City certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The City also agrees that, during the term of this Agreement, the City will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

ARTICLE IV. PLANNING, DESIGN, AND CONSTRUCTION

4.01. PROJECT REQUIREMENTS. The City shall comply with the following requirements:

A. Plans and Specifications. The City shall construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC §§ 371.60 – 371.63.

B. Changes to Plans and Specifications. The City shall not make or implement any changes to the scope of the Executive Administrator's approved Project or to the

specifications for the Project including, but not limited to, changes to the Green Project Reserve portion of the Project without the written approval of the Executive Administrator.

C. Project Schedule. The City shall adhere to the TWDB approved Project schedule, attached as **EXHIBIT E**, and shall timely and expeditiously use funds and complete the Project. The City shall not exceed or revise the Project schedule except upon written approval from the TWDB. The City shall not delay the Project completion date except by Amendment to this Agreement.

D. Project Budget. The City shall be solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT F**. The City shall notify the Executive Administrator immediately when it appears that the Project budget may not be sufficient to complete the Project. The City shall not exceed the Project budget except by Amendment to this Agreement.

E. Environmental Compliance. The City shall comply with all environmental conditions and shall implement environmental mitigation measures as required through TWDB environmental review under 31 TAC Chapter 371, Subchapter E.

4.02. PROGRESS REPORTS. The Executive Administrator may request reports on the progress of the Project at any time. The reports shall contain information as directed by the Executive Administrator and shall be submitted periodically as requested. The City shall respond as requested and a failure to respond may result in withholding the release of funds from the Escrow Account.

ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS

5.01. CONDITIONS FOR DISBURSEMENT OF PRINCIPAL FORGIVENESS FUNDS. No Principal Forgiveness Funds shall be deposited into the Escrow Account or released until the applicable requirements and conditions in the TWDB Resolution and 31 TAC § 371.72, relating to Disbursement of Funds, are met. Construction funds shall not be released unless the City has complied with 31 TAC Chapter 371, Subchapter E, relating to Environmental Reviews and Determinations, and 31 TAC §§ 371.60 – 371.63, relating to Engineering Review and Approval. If other conditions affect the release of funds, the Parties agree to negotiate in good faith regarding any new or different terms or conditions that become applicable to the release of Principal Forgiveness Funds.

5.02. DELIVERY OF PRINCIPAL FORGIVENESS FUNDS. The TWDB shall deposit the Principal Forgiveness Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

A. Outlay Reports and Invoices. The City shall submit the following documentation:

1. TWDB Outlay Report forms identifying:

a. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and

b. invoices, receipts or other documentation satisfactory in form and in substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the City.

2. Outlay Report forms are due to TWDB quarterly during the planning and design phases and monthly during the construction phase of the Project until the completion of the Project.

B. Release from Escrow Account. The Executive Administrator shall authorize the release of Principal Forgiveness Funds from Escrow when Outlay Reports have been approved by the TWDB.

5.03. INELIGIBLE EXPENSES. The City must use Principal Forgiveness Funds for Eligible Expenses. The City must return any Principal Forgiveness Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Principal Forgiveness Funds used for any ineligible or unverified expenses shall be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Principal Forgiveness Funds, the City must use other funds to fully repay the TWDB.

5.04. FINAL ACCOUNTING. The City shall provide a final accounting of funds expended on the Project pursuant to 31 TAC § 371.86 and return any remaining Principal Forgiveness Funds in a manner determined by the Executive Administrator.

5.05. LEGAL STATUS. The City must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.

5.06. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN. If applicable, the City shall adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 16.4021.

5.07. WATER AUDIT. If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually shall perform and file a water audit computing the City's most recent annual system water loss with the TWDB. The first water audit shall be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. The City agrees to comply with 31 TAC § 358.6 relating to water audits.

5.08. REGISTRATION REQUIREMENT. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, the City shall

obtain a Data Universal Numbering System (DUNS) Number and shall maintain registration in the System for Award Management (SAM).

5.09. ANNUAL FINANCIAL AUDIT. During the Term of this Agreement, the City shall submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits shall be submitted to the TWDB no later than 180 days after the close of the City's fiscal year.

5.10. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Financial Assistance funds are public funds and, as such, these funds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

5.11. SPECIAL CONDITIONS.

A. Before closing, the City shall execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator.

B. The Principal Forgiveness Agreement must include a provision stating that the City shall return any principal forgiveness funds that are determined to be surplus funds.

ARTICLE VI. NON-PERFORMANCE AND REMEDIES

6.01. STOP WORK ORDERS.

A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO shall provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO shall provide the City with a specified time to cure.

B. City's Response. The City shall provide a written response to the SWO and shall provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City shall provide the response within five business days from its receipt of the SWO.

C. Executive Administrator's Reply. The Executive Administrator may accept, reject or amend the City's plan and shall provide notice of such action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.

D. City's Option. The City shall notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City shall continue work to complete all obligations under this Agreement.

6.02. TERMINATION. The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the City shall immediately discontinue all work in connection with the performance of this Agreement and shall promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement, provided, however, that any costs for Eligible Expenses incurred prior to the receipt of such written notice by the City shall be payable from the funding provided pursuant to this Agreement.

Within thirty days of the notice of termination, the City shall submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor prior to the date of termination.

6.03. SURVIVAL OF TERMS AND CONDITIONS.

A. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement that:

1. the Parties have expressly agreed shall survive any such termination or expiration, if any; or

2. by their nature, would be intended to be applicable following any such termination or expiration.

B. The Parties expressly agree that the following terms and conditions survive the termination or expiration of this Agreement.

1. Article V, Sections 5.03, 5.04, 5.05, 5.07 and 5.08.

2. Article VII, General Terms and Conditions.

6.04. REAL ESTATE. If the City purchases real estate for the Project with Principal Forgiveness Funds and any of the real estate or portion of the real estate is not used for the Project, the City shall repay to the TWDB the full amount of the Principal Forgiveness Funds for purchase of the real estate that is not used for the Project. Such amount shall be due and payable within 90 days after termination or expiration of this Agreement.

6.05. REMEDIES.

A. The City shall have all remedies available in law or equity.

B. The TWDB shall have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

7.01. INSURANCE AND INDEMNIFICATION.

A. The City shall at all times keep insured with a responsible insurance company or companies such portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The City shall insure against risks, accidents, casualties or loss in an amount that is customarily carried by such municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.

B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. The City shall indemnify and hold the TWDB and the State harmless, to the extent that the City may do so in accordance with State law.

C. Principal Forgiveness proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

7.02. PERMITS. The City shall be responsible for timely filing applications for all licenses, permits, registrations and other authorizations that the City has identified in the application for financial assistance as required for the planning, design, and construction of the Project. The City shall submit copies of all these final licenses, permits, registrations and other authorizations issued by local, state and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

7.03. RECORDS. The City shall comply with all terms and conditions relating to records of the Project as follows:

A. Duty to Maintain Records. The City shall maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City shall also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial

documentation shall be accurate, current, and shall reflect recordation of the transactions at or about the time the transactions occurred;

1. Single Audit Act, 31 U.S.C. §§ 7501 - 7507. The City shall comply with the Single Audit Act and with Office of Management and Budget (OMB) Circular A-133, ensuring an audit is conducted in accordance with OMB Circulars.

2. Green Projects. If all or part of the Project is designated as a Green Project, then the City shall maintain separate tracking of the expenses related to that Project or portion of the Project that has been designated as an approved Green Project.

B. Duty to Retain Records. The City shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of 31 TAC § 371.87, relating to Records Retention. The TWDB requires the City to retain all records related to this Agreement for a period of three (3) years after the Obligations are paid in full.

C. Public Records. The City understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City is required to make any information created or exchanged pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge. The City shall promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement.

D. Access to Records.

1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Principal Forgiveness Funds received pursuant to this Agreement. The City shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Principal Forgiveness Funds received pursuant to the contract or subcontract.

2. TWDB, EPA, and Comptroller General of the United States. The City agrees that the TWDB, the EPA, and the Comptroller General of the United States shall have full access to any books, documents, papers, and records which are

related to the funds expended under this Agreement and that further these federal entities may audit, examine, copy excerpts, and make transcriptions of any such books, documents, papers, and records. The standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by the EPA and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement shall be made available for audit, examination, excerption, and transcription by the staff of the TWDB within a reasonable time after a request from the TWDB. The City understands and agrees that the EPA's Regional Administrator may, after a thirty-day written notice, review any records the Regional Administrator deems necessary to determine compliance with all requirements concerning the Principal Forgiveness Funds provided under this Agreement.

7.04. UPDATING INFORMATION. The City shall provide the TWDB with updated information, reports, statements and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Principal Forgiveness Funds. The City shall promptly notify the TWDB of any material change in the activities, prospects or conditions of the City relating to the Project, or its ability to observe and perform its duties, covenants, obligations and agreements under this Principal Forgiveness Agreement.

7.05. FORCE MAJEURE. Unless otherwise provided, neither the City nor the TWDB nor any agency of the State shall be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

7.06. NON-ASSIGNABILITY. The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

7.07. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.01 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT E** or the Project Budget, **EXHIBIT F**, results in a different project completion date or total budget amount.

7.08. NO WAIVER. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement shall not be construed as a waiver or

relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

7.09. NO DEBT CREATED. Each Party agrees and understands that, by this Agreement, the State, acting through the TWDB, is not lending its credit or in any manner creating a debt on behalf of the State. To the extent that the City is not securing the Obligations with ad valorem taxes, each Party agrees and understands that, pursuant to this Agreement, the City is not lending its credit or in any other manner creating a debt on behalf of the City.

7.10. LAW AND VENUE. The validity, operation, and performance of this Agreement shall be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State. The Parties understand and agree that this Agreement is for the provision of financial assistance for the planning, design, and construction of the Project and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Ellis County, Texas. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the TWDB shall be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

7.11. NOTICES. All notices, notifications, or requests required or permitted by this Agreement shall be in writing and shall be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice shall be effective when received by the Party to whom notice is sent.

Texas Water Development Board
Attn: Executive Administrator
Physical Address:
1700 N. Congress Ave., 6th Floor
Austin, Texas 78701-1496
Mailing Address:
P.O. Box 13231
Austin, Texas 78711-3231

City of Ennis
Attn: Public Works Director
Physical Address:
107 N. Sherman St.
Ennis, Texas 75119
Mailing Address:
107 N. Sherman St.
Ennis, Texas 75119

7.12. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement shall expire upon the successful completion of the Project and Final Accounting in accordance with Section 5.04 of this Agreement.

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TEXAS WATER DEVELOPMENT BOARD

_____
Bryan McMath
Executive Administrator

Date_____

CITY OF ENNIS

_____
<<RESPONSIBLE OFFICIAL>>
<<TITLE>>

Date_____

EXHIBIT A

TWDB Resolution No. 25-021 & 26-038

EXHIBIT B
City of Ennis's Resolution

EXHIBIT C
List of Federal Laws and Authorities (Cross-Cutters)

The basic rules for complying with cross-cutting federal authorities are set-out in the CWSRF regulations at 40 C.F.R. § 35.3145 and in the CWSRF regulations at 40 C.F.R. § 35.3575. A list of and link to these authorities is provided below and also available from the Environmental Protection Agency (EPA) at: http://water.epa.gov/grants_funding/CWSRF/xcuts.cfm. A handbook on the applicability of the cross-cutting federal authorities is available from EPA at https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Floodplain Management, Executive Order 12148
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Social Policy Authorities

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352 (2)
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient)
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- Anti-Lobbying Provisions (40 CFR Part 30) [applies only to capitalization grant recipients]

The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

EXHIBIT D

Davis-Bacon Contract and Subcontract Provisions

(a) GENERAL CONTRACT AND SUBCONTRACT PROVISIONS.

The subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1 and the Consolidated Appropriations Act, 2016 (or subsequent federal law), the following clauses:

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected,

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

b. CONTRACT PROVISIONS FOR CONTRACTS IN EXCESS OF $100,000

Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages

The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) MAINTENANCE OF RECORDS

In addition to the clauses contained in Section (a), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) COMPLIANCE VERIFICATION

(1) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.[1] Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

[1] The provision that read "At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract" was issued a waiver in EPA Class Deviation memo dated November 16, 2012.

(3) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

EXHIBIT E
Project Schedule

EXHIBIT F
Project Budget

EXHIBIT G
Escrow Agreement

F.6.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Ennis, Texas, a political subdivision of the State of Texas in Ellis County, Texas (the "City"), and BOKF, NA, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Resolution adopted on July 21, 2026 (the "Resolution"), by the City authorizing execution of a Principal Forgiveness Agreement in the amount of $197,755, the City accepts certain contractual obligations (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding all or a portion of the City's contractual obligations incurred for use in connection with constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative and upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number LF1002032 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "LF1002032 Ennis PFA Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Obligations and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the City in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the City, the Proceeds and any interest or income earned thereon shall be held un-invested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account(s), the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The City agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account(s), and investments of the Escrow Account(s) and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and TWDB are as follows:

Tony Hongnoi
Vice President
BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225
Phone: (972) 892-9968
Fax: (214) 256-7517
thongnoi@bokf.com

Executive Administrator
Texas Water Development Board
1700 N. Congress Avenue
Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: VERIFICATIONS OF STATUTORY REPRESENTATIONS AND COVENANTS. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

(e) Attorney General Standing Letter. The Escrow Agent represents that it has, or will have prior to the closing date, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in this section of this Agreement in a form accepted by the Texas Attorney General. In addition, the Escrow Agent or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Escrow Agent receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Escrow Agent shall promptly notify the City and the City's bond counsel (if it has not already done so) and provide to the City or the City's bond counsel, prior to the closing date and additionally upon request by the City or the City's bond counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Escrow Agent (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Agent that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

SECTION 20: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

SECTION 21: COUNTERPARTS/ELECTRONIC TRANSACTIONS. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF ENNIS, TEXAS

By: _____
Mayor

Date: _____

Address:
107 N. Sherman Street
Ennis, Texas 75119

BOKF, NA,
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

(See Attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Ennis, Texas, a political subdivision of the State of Texas in Ellis County, Texas (the "City"), and BOKF, NA, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to a Resolution adopted on July 21, 2026 (the "Resolution"), by the City authorizing execution of a Principal Forgiveness Agreement in the amount of $1,353,061, the City accepts certain contractual obligations (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding all or a portion of the City's contractual obligations incurred for use in connection with constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks system, including the replacement of water lines (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of TWDB (the "Executive Administrator") or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). In accordance with the closing memo signed by the Executive Administrator or an authorized representative an upon delivery of the Obligations, the Proceeds identified under TWDB Commitment Number LF1002034 shall be, released to pay closing costs or deposited to the credit of a special escrow account(s) or escrow subaccount(s) (the "Escrow Account(s)") by the Escrow Agent. The Escrow Account(s) shall be maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "LF1002034 Ennis PFA Esc Acct" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Obligations and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the City in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the City, the Proceeds and any interest or income earned thereon shall be held un-invested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account(s), the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The City agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account(s), and investments of the Escrow Account(s) and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

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SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

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Fax: (214) 256-7517
thongnoi@bokf.com

Executive Administrator
Texas Water Development Board
1700 N. Congress Avenue
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(e) Attorney General Standing Letter. The Escrow Agent represents that it has, or will have prior to the closing date, on file with the Texas Attorney General a standing letter addressing the representations and verifications contained in this section of this Agreement in a form accepted by the Texas Attorney General. In addition, the Escrow Agent or the parent company, a wholly- or majority-owned subsidiary or another affiliate of such Escrow Agent receives or has received a letter from the Texas Comptroller of Public Accounts pursuant to Chapter 809, Texas Government Code seeking written verification that it does not boycott energy companies (a "Comptroller Request Letter"), the Escrow Agent shall promptly notify the City and the City's bond counsel (if it has not already done so) and provide to the City or the City's bond counsel, prior to the closing date and additionally upon request by the City or the City's bond counsel, written verification to the effect that its standing letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Escrow Agent (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Agent that received the Comptroller Request Letter) intends to timely respond or has timely responded to the Comptroller Request Letter. The Bringdown Verification may be in the form of an e-mail.

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[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF ENNIS, TEXAS

By: _____
Mayor

Date: _____

Address:
107 N. Sherman Street
Ennis, Texas 75119

BOKF, NA,
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

EXHIBIT A

Fee Schedule

(See Attached)

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, approving a bid award for the Lead Service Line Replacement (LSLR) Engineer Project to Freese and Nichols, Inc, and authorizing the Mayor to execute Task Order Ten (FNI-TO-10) with Freese and Nichols, Inc. under the Master Contract for Professional Services, authorized by Resolution No. 25-0715-G3, in an amount not to exceed One Million Eighteen Thousand Fifty-Five Dollars and Zero Cents ($1,018,055.00), and authorizing the City Manager or designee to execute any documents in connection therewith.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Public Works
Staff Contact:	Douglas Taylor, Public Works Director

BACKGROUND INFORMATION:

On March 13, 2025, the Texas Water Development Board (TWDB) approved the City of Ennis' grant application for $3,040,816 in financial assistance through the Drinking Water State Revolving Fund – Lead Service Line Replacement Program (DWSRF-LSLR). The award includes $1,490,000 in financing and $1,550,816 in principal forgiveness to support the inventory, planning, design, and construction of water system improvements identified as Project No. 63060.

For the specific grant award, a contracted engineering firm initially prepared the application. Subsequently, the City determined that it needed to transition to a new engineering firm for this project. As a result, staff issued a Request for Statements of Qualifications (SOQ) in February 2025. The City received six (6) Statements of Qualifications, which were evaluated by staff. Based on this review, Freese and Nichols, Inc. (FNI) was selected as the most qualified firm to provide engineering services for the City of Ennis, and the parties negotiated and entered into a Master Contract for Professional Services in July of 2025, as authorized by Resolution No. 25-0715-G3.

As part of the proposed Task Order Ten (TO 10), FNI will assist the City of Ennis in complying with the U.S. Environmental Protection Agency's new Lead and Copper Rule Improvements (LCRI) within the LSLR grant awarded by TWDB. Under this task order, FNI will serve as the City's consultant to develop and implement a comprehensive Lead Service Line Replacement (LSLR) Program. This work includes completing the required service line inventory, preparing the LSLR Plan, developing implementation tools, updating sampling plans, and supporting funding administration through TWDB.

The scope of services includes project management, quality review, development of the baseline service line inventory, creation of GIS-based tools and public-facing communication materials, development of prioritization and scheduling for line replacements, preparation of regulatory plans, and creation of tracking systems for ongoing LCRI compliance. Special services authorized in the task order include procurement support for contractor selection and detailed oversight of an initial

replacement phase involving up to 50 service lines. The total fee for all basic and special services is $1,018,055, covering inventory development, plan preparation, communications, sampling plan updates, funding support, procurement services, and construction-phase oversight.

Approval of this task order will enable the City to meet federal and state regulatory deadlines, advance replacement of necessary service lines, and maintain compliance with expanded public education, sampling, and reporting requirements. The work performed will protect long-term drinking water quality, reduce potential lead exposure within the community, and help the City fully utilize available TWDB funding for LSLR activities.

FINANCIAL IMPACT:

Funding is included in the Lead Pipe Removal Fund (404-419-46451), with payment in accordance with Exhibit A.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

RESOLUTION NO.-Award Freese and Nichols for Lead Service Line Replacement (LSLR) Project - Pdf

RESOLUTION NO.

DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A BID AWARD FOR THE LEAD SERVICE LINE REPLACEMENT (LSLR) ENGINEER PROJECT TO FREESE AND NICHOLS, INC, AND AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER TEN (FNI-TO-10) WITH FREESE AND NICHOLS, INC. UNDER THE MASTER CONTRACT FOR PROFESSIONAL SERVICES, AUTHORIZED BY RESOLUTION NO. 25-0715-G3, IN AN AMOUNT NOT TO EXCEED ONE MILLION EIGHTEEN THOUSAND FIFTY-FIVE DOLLARS AND ZERO CENTS ($1,018,055.00), AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City Commission wishes to construct, maintain, and replace components of its water system infrastructure in compliance with Texas Commission on Environmental Quality (TCEQ) regulations, including requirements associated with the Lead Service Line Replacement (LSLR) project; and

WHEREAS, the City Commission wishes to protect its assets and citizens by undertaking necessary improvements to the water treatment, distribution, and service line systems in order to remove and replace existing lead service lines and ensure continued compliance with state and federal drinking water standards; and

WHEREAS, in accordance with Chapter 2254 of the Government Code, Title 10, Subchapter A, Professional Services, a Request for Qualifications was advertised for engineering services related to the LSLR project, and the most highly qualified respondent was selected based on demonstrated competence and qualifications as determined by the City based on information provided in response to the SOQ; and

WHEREAS, the City has a Master Contract for Professional Services with Freese and Nichols, Inc. for engineering services, authorized by City Commission Resolution No. 25-0715-G3.

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

SECTION 1: The City Commission finds the recitals in the preamble of this Resolution are true and correct and incorporates them as findings of fact.

SECTION 2: The City Manager or Designee is hereby authorized to execute any documents associated with Freese and Nichols, Inc. Task Order Ten for Engineering Services related to the Lead Service Line Replacement (LSLR) Project.

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 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

CITY OF ENNIS
STANDARD CONTRACT AGREEMENT

PROFESSIONAL SERVICES
FOR ENGINEER

City of Ennis
Master Professional Services Agreement No. 25-0715-G3 – FNI – TO – 10

TASK # FNI – TO – 10

Scope of Services:
See Attachment A

Task Understanding:
See Attachment A

Deliverables:
See Attachment A

Time of Completion:

TASK	SCHEDULE
1 – Project Management and Coordination Meetings	NTP* – Dec 2027
2 – Baseline Inventory Development	NTP – Nov 2027
3 – Lead Service Line Replacement Plan (LSLR) & Implementation Tools	NTP – Oct 2027
4 – LCRI Sampling Plan	Jan 2027 – Dec 2027
5 – LSLR Funding Support	NTP – Dec 2027
6 – LSLR Procurement Support Services	Oct 2027 – Dec 2027
7 – LSLR Oversight and Compliance Support	Jan 2028 – Jun 2028
8 – City-Directed Services	NTP – Jun 2028

*NTP: Notice to Proceed

Compensation:
Basic Services are proposed as a lump sum of four hundred and six thousand two hundred sixty-two dollars ($406,262). Special Services are proposed as a Lump Sum fee of six hundred eleven thousand seven hundred ninety-three Dollars ($611,793).

CITY

By: _____

Name: _____

Title: _____

Date: _____

ENGINEER

By: Trey Shanks

Name: Trey Shanks

Title: Principal / Vice President

Date: July 13, 2026

ATTACHMENT A
SCOPE OF SERVICES
LEAD AND COPPER RULE IMPROVEMENTS COMPLIANCE PROGRAM

PROJECT UNDERSTANDING

The U.S. Environmental Protection Agency (EPA) released new Lead and Copper Rule Improvements (LCRI) regulations aimed at reducing potential lead exposure through drinking water. The LCRI requires all water systems to conduct system-wide efforts to identify and replace lead service lines and includes expanded public education and updated sampling programs.

The City of Ennis (City) prepared and submitted an initial inventory of service line materials. Most of the system was identified as non-lead; however, the City identified galvanized requiring replacement (GRR) materials, and has unknowns remaining to be identified through field inspection.

The City has requested Freese and Nichols, Inc. (FNI) support to prepare and implement an LCRI compliance program to complete the service line inventory (Inventory), plan for replacement of identified GRR lines, and provide funding support for the funds awarded by the Texas Water Development Board (TWDB). This scope of work includes support for the following services:

Basic Services

1. Project Management and Coordination Meetings
2. Baseline Inventory Development
3. Lead Service Line Replacement (LSLR) Plan and Implementation Tools
4. LCRI Sampling Plan [Not Eligible for TWDB Funding]
5. LSLR Funding Support

Special Services - to be performed if authorized by the City after the start of the project.

6. LSLR Procurement Support Services
7. LSLR Oversight and Compliance Support
8. City-Directed Services

ARTICLE I

BASIC SERVICES - FNI shall render the following professional services in connection with the development of the Project:

TASK 1 - PROJECT MANAGEMENT AND COORDINATION MEETINGS

FNI will provide the following services in support of this task:

1.1 Project Meetings

- Conduct a one-hour virtual kickoff meeting with key stakeholders to discuss the Project approach, roles, and deliverables.
- Lead up to twelve (12) virtual monthly coordination meetings to facilitate the progress and completion of the Project.

1.2 Project Administration

- Perform general administrative duties associated with the Project, including planning, progress monitoring, and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project.
- Maintain regular contact with the City to support execution of work in accordance with the work plan, budget, and schedule.

1.3 LCRI Regulatory Analysis and Compliance Program Development

- Participate in TCEQ, EPA, and industry association meetings, review guidance documents and regulatory updates released during the duration of this project, evaluate the applicability to the City, and update project processes and templates to support meeting regulatory guidance.

Task 1 Deliverables

1. Monthly Summary Reports
2. Meeting materials: agendas, presentations, and minutes

Task 1 Assumptions and Responsibilities of the City

- At each meeting, FNI will be responsible for developing and distributing the agenda in advance of the meeting, moderating the discussion, and distributing meeting minutes and action items
- The City will be responsible for reviewing the agenda and securing the participation of relevant staff for each meeting, reviewing meeting minutes, and addressing action items.

TASK 2 – BASELINE INVENTORY DEVELOPMENT

FNI will provide the following services in support of this task:

2.1 Initial Inventory QC

- Conduct a desktop review of the existing Initial Inventory, including review of GIS data feature class structure, data schema, and attributes, and compare the Initial Inventory SL material classifications against a desktop analysis of County parcel construction dates.

2.2 Identify Service Lines that Serve Multiple Buildings

The LCRI requires the service line inventory to contain a listing of every building served. To support the City's compliance with this requirement, FNI will:

- Review the City's inventory, parcel data, and readily available aerial imagery to identify City service lines that provide service to multiple buildings (i.e., at apartment complexes where multiple buildings are served by one meter).
- Develop a digital map book of properties and buildings identified for the City field verification to determine service buildings served and associated service line materials.
- Update the City's existing inventory to contain a record for each building and SL material classification.

2.3 Field Maps Application

- Develop a mobile Field Maps application using Esri GIS technology and associated Standard Operating Procedure (SOP) to support consistent data collection of service line materials in the field. The application will allow inspectors to document inspected meter box locations, service line materials, test results, notes, and photos.

2.4 Public Communications for Inventory

- Develop an online GIS-based web map and MS Excel spreadsheet in alignment with the TCEQ inventory template to serve as the City's public-facing service line inventory.
- Develop an FAQ sheet to support City communications on LCRI and unify the City's messaging on key topics such as the City's inventory and new actions required by LCRI.
- Recommend webpage content from the developed FAQs and provide recommended text for the City to include in a public-facing online inventory.
- Host a 1-hr virtual meeting to review the Inventory and LCRI communications.

2.5 Final Inventory Review and Submittal Support

- Prepare the Inventory for final review with the City, and assist with submission to TCEQ by the November 1, 2027, compliance date. Provide submittal and post-submittal support to answer TCEQ follow-up questions.

- Provide a Standard Operating Procedure (SOP) for ongoing management and maintenance of the Baseline Inventory. The SOP will include documentation of the Baseline Inventory data schema and how to add and edit SL entries, as well as regulatory requirements for updates, and resubmission to TCEQ.

Task 2 Deliverables (Baseline Inventory)

1. TCEQ Baseline Inventory as a GIS geodatabase and spreadsheet
2. A map book (digital PDF) identifying multiple building locations for field validation
3. Mobile app and associated SOP for field inspections
4. Public-facing web map in the City's existing GIS environment
5. FAQs & website materials (text and figures) to support Baseline Inventory communications

Task 2 Assumptions (Baseline Inventory)

- Tasks 2.3 and 2.4 – The City and 3rd-party GIS provider will provide Esri ArcGIS licenses and access to FNI (content creation, modification, and editing) for managing the Baseline Inventory, mobile application, and public-facing web map over the duration of this project
- Task 2.3 – The Field Maps application may be made available to City staff at the City's discretion and will require appropriate Esri user accounts and permissions and mobile devices to access the application.
- Task 2.4 – Website design and creation is outside the scope of this project. FNI will provide text and figures for the City's use, and review and comment on the City's website. The City will be responsible for the design and publishing of a website.
- Task 2.5 – The City's Baseline Service Line Inventory and associated web map (Task 2.4) will be prepared for the November 1, 2027 LCRI compliance submittal using information available to FNI as of September 1, 2027. FNI may incorporate updates received after September 1, 2027, through project closeout; however, incorporation and quality control of data received after September 1, 2027, is not included in this scope and is not guaranteed.

Task 3 LSLR Plan and Implementation Tools

An LSLR Plan is required for systems with service lines of lead, GRR, or unknown material. Required elements of the replacement plan are specified in 40 CFR 141.84(c)(1). The LCRI requires the LSLR Plan to be submitted by November 1, 2027, and to be made publicly available and to be updated and submitted alongside the annual update and submittal of the City's Inventory.

As a part of this task, FNI will support the City in developing its approach to service line replacements and creating the LSLR Plan document.

FNI will provide the following services in support of this task:

3.1 LSLR Prioritization and Schedule

- Evaluate service line replacement prioritization factors required by 40 CFR 141.84(c)(1)(v) and develop initial priority tiers for the City's GRR locations for City review and feedback.
- Draft a map and list of sites grouped by priority tiers, and a proposed replacement schedule and review with the City for feedback before finalizing for the LSLR Plan.

3.2 LSLR Plan Funding Strategy

- Estimate replacement costs and develop conceptual implementation strategy including considerations of number of contractors, packaging and procurement strategies, and sequencing of replacements
- Develop planning-level CIP budget projections based on the costs developed above, and the schedule in the LSLR Plan. Review with the City and finalize based on City feedback.
- Develop a private-side service line funding strategy, as required component of the LSLR Plan.
- Conduct outreach to utilities with existing replacement programs, and regulators on funding and reimbursement approaches for paying for private-side service line replacements with TWDB funding.
- Host discussions with City stakeholders to review LCRI and TWDB requirements, and review state or local laws that may affect the system's ability to access or pay for the replacement of private-side lines, and document the City's selected funding strategy for the LSLR Plan.

3.3 LSLR Communications

- Develop public communication materials to comply with LCRI, such as:
    - system-wide public education of the LSLR Plan
    - annual notices to GRR locations informing them of the replacement program and opportunity to request a lead sample
    - site-specific outreach requesting participation in replacements
    - property owner agreements
    - replacement coordination and customer instructions (e.g., flushing and filter use instructions)
    - sampling coordination for post-replacement samples and customer-requested samples

  - water service disruption notices - required during routine maintenance activities at GRR locations
- Create an LSLR Communication Plan in the form of a spreadsheet of LCRI-required communication activities, associated timing requirements, proposed materials and methods, and compliance documentation.
- Facilitate a workshop with City and stakeholders to review the communications materials and requirements, discuss implementation strategies and assignment of roles and responsibilities.
- Compile a final draft of the LSLR Communications Plan and communications materials for City review, and finalize for the LSLR Plan.

3.4 LSLR Plan Service Line Replacement Procedure

- Coordinate with the City and permitting agencies to identify permitting requirements associated with replacements and discuss opportunities to streamline the permitting process and provide review and comment on proposed procedures.
- Develop a conceptual start-to-end procedure for service line replacement that identifies the tasks, responsibilities, and sequencing for all activities (e.g., customer communication, permitting, construction, and regulatory reporting).
- Host a workshop to obtain City input on the replacement procedure and clarify the processes for individual tasks within the procedure.
- Finalize the service line replacement procedure for incorporation into the LSLR Plan.

3.5 LSLR Plan Document and Submittal Support

Compile the LSLR Plan Document using the items developed in Tasks 3.1 through 3.4 into an LSLR Plan that contains all elements required, per 40 CFR 141.84(c)(1), and provide to the City for comment and review prior to submittal to TCEQ.

Support the City in submitting the LSLR Plan to TCEQ and provide support to address follow-up questions or requests for clarification from TCEQ

3.6 LCRI Compliance Tracking Systems

FNI will provide tracking tools to support the City's compliance with LCRI requirements related to service line replacements, sampling, and public communications. These tools will assist the City with scheduling activities, documenting compliance, and generating reports for internal use or submission to TCEQ.

In support of this task, FNI will:

- Develop spreadsheet templates to support the following basic functions of each tracking system:
- LCRI Sampling Tracking System: Document sample schedules and results, and generate reports to support sample coordination and reporting of results

- Service Line Replacement Tracking System: Track and progress through the replacement procedure developed in Task 3.4, and document customer communications, compliance with filters provisions, sampling coordination, and the required SL replacement rate.
- Public Communications Tracking System: Track LCRI requirements for customer notifications, public education and outreach activities, and associated TCEQ certifications; maintain reference templates, timing requirements, and instructions for issuing each communication
- Host a review of the proposed systems for City feedback on the systems and to identify end users.
- Finalize tracking systems based on City feedback, populate with City LCRI data, and perform pilot tests of tracking systems.
- Demonstrate the finalized systems to the City and discuss QC and maintenance protocols
- Develop standard operating procedures and conduct training for users on documentation, tracking, and reporting required for LCRI.

Task 3 Deliverables (LSLR Plan)

1. LSLR Plan
2. Public Communication Materials
3. LCRI Tracking spreadsheets and associated SOPs for replacements, sampling and communications

Task 3 Assumptions (LSLR Plan)

- Task 3.2 – FNI will provide industry information, outlines of compliance options and a host discussion to support the City's selection of an approach. The City will be responsible for identifying laws, ordinances, or tariff agreements that affect its ability to fund or perform private-side replacements, and for final selection of the funding approach.
- Task 3.3 – If property owner agreements are desired, the City will be responsible for development of and final legal review of agreement language. FNI will provide language to support explanation of the requirement and/or health language based on EPA and TCEQ templates.
- Task 3.3 – This task includes preparation and hosting a 2-hour workshop with the City and stakeholders
- Task 3.3 – This task includes development of materials to be issued for LCRI compliance. A tracking system for communications is developed with LCRI Tracking Systems and Procedures (Task 3.6). Printing or issuing of public communications is not included in this scope of work, but may be provided as City-Directed Services (Task 8).
- Task 3.4 – FNI support for permitting includes hosting one 1-hr permitting meeting with the City and permitting agencies and providing comments on draft procedures or processes developed by the City or permitting agencies. FNI is not responsible for developing or modifying permitting processes.
- Task 3.4 – FNI will host one 2-hr SL replacement procedure workshop with the City to establish instructions and processes on various aspects of the replacement program.
- Task 3.4 – This task does not include development of project documents, technical specifications, and exhibits for conducting service line replacements. These items may be developed as a part of LSLR procurement support special services (Task 6) and be referenced in the LSLR Plan.

- Task 3.4 – LCRI requires filters to be provided during SL replacements, and during any routine maintenance that happens prior to replacing the SL. FNI proposes that the City distribute filters to customers during routine maintenance activities, and the replacement contractor purchase and distribute filters as a part of the SL replacement contract. In this Task, FNI will include specifications for filters and identify up to 2 example products that meet specifications.
- Task 3.5 – FNI will develop the LSLR Plan in accordance with LCRI requirements and available TCEQ guidance; therefore, a review by TCEQ is not expected to result in significant questions or information requests. This scope assumes up to 8 hours of correspondence to address TCEQ comments and questions.
- Task 3.6 –For sample tracking, the City will provide historical data to FNI to populate the database. Sample data is limited to lead and copper tap sample results, and entry point or distribution system samples taken in response to lead and copper rule requirements.
- Task 3.6 FNI will host up to two (2) training sessions on the Tracking Systems for end users and provide training materials to the City.

TASK 4 – UPDATED SAMPLING PLAN [Not Eligible for TWDB Funding]

The LCRI requires four sampling programs: routine tap monitoring, customer-requested sampling, school and childcare facility sampling, and post-replacement sampling. This task will develop a Sampling Plan addressing all required sampling activities, identifying designated sites, schedules, procedures, and reporting requirements.

FNI will provide the following services in support of this task:

4.1 Sample Site Identification

- Provide customer survey materials to gather data on interior plumbing in the water system to support sample site tiering.
- Analyze site data and recommend a list of routine sample locations based on site tier, historical lead results, and geographic representation across the system for City review and feedback
- Identify the list of schools and registered childcare facilities subject to LCRI sampling requirements, including secondary facilities that may request sampling

4.2 Updated Procedures

- Create an Action Level (AL) Exceedance Procedure for responding to sample results above the 10 ppb Action Level, including completion and submittal of a Distribution and Site Assessment in response to routine monitoring results

4.3 Compile LCRI Sample Plan

- Develop applicable sections of the TCEQ-required Monitoring Plan for LCRI. Content will include sites, schedule, sampling methods, and reporting associated with post-replacement sampling, customer-requested sampling requirements, school and childcare sampling, and routine tap

monitoring, and review and finalize Plan with the City and discuss assignment of roles and responsibilities to implement the plan.

- Develop cost estimates for sample and reporting activities for the first 5 years of the LCRI program.
- Provide training materials and conduct a training session on updated sampling, response, and reporting requirements

Task 4 Deliverables (LCRI Sampling Plan)

1. Customer surveys to gather interior plumbing data
2. LCRI Sampling Plan
3. Training Materials on Updated Sampling, Reporting and Response Procedures

Task 4 Assumptions (LCRI Sampling Plan)

- Task 4.1 – Customer outreach to gather interior plumbing data: FNI will develop materials for a letter and doorhanger, as well as host a website to receive customer responses electronically. The City will be responsible for printing and issuing outreach materials and providing hard-copy responses it receives to FNI.
- Task 4.3 – FNI will review the action level exceedance checklist and schools sampling requirements in a routine progress meeting to develop roles and responsibilities to meet this requirement. Assignments will be reviewed during Sample Plan training.

TASK 5 – TWDB FUNDING SUPPORT

FNI will provide support throughout the closing process and assist the City with TWDB funding compliance activities for the LSLR program. FNI will support preparation and coordination of TWDB outlay requests and associated reporting documentation for the duration of this project.

Deliverables for Task 5 – TWDB Funding Support

1. TWDB outlay support documentation

Assumptions for Task 5 – TWDB Funding Support

- The City will provide financial and supporting documentation required for TWDB outlay submissions. FNI will utilize this information to prepare and coordinate TWDB outlay requests and associated support documentation.
- Funding award decisions and funding availability are outside the control of FNI.

ARTICLE II

SPECIAL SERVICES**:** FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

TASK 6 – LSLR PROCUREMENT SUPPORT SERVICES

FNI will provide procurement support for development of project documents and contractor selection associated with the City's initial LSLR replacement work.
FNI will provide the following services in support of this task:

6.1 Procurement Documents

- Develop project documents, technical specifications, and exhibits to be used in the procurement of a Contractor and the Contractor's execution of the replacements. Technical specifications and exhibits will address the Contractor's management of the work (Division 01 specifications), service line replacement, restoration of service, site restoration, customer coordination requirements, documentation of service line materials, filter distribution requirements, and post-replacement documentation needed for LCRI compliance.
- Develop the documents to a 90-percent level of completion, submit to the City for review, incorporate City comments, and issue final procurement documents for permitting and/or bidding.

6.2 Bid Phase Services

- Develop contractor qualification requirements, bid forms, and evaluation criteria associated with LCRI replacement activities.
- Prepare a Notice to Bidders for the City to distribute to prospective contractors and vendors, selected plan rooms, and construction news publications using the City's standard bid process.
- Assist the City in conducting one pre-bid conference for the construction project and coordinate responses to questions with the City. Responses to pre-bid conference questions will be issued in the form of addenda after the conference.
- Prepare addenda, clarifications, and supporting responses during the procurement phase, as requested by the City.
- Assist the City with evaluation of contractor qualifications, proposals, or bids, including review of submitted documentation and development of evaluation summaries or recommendation materials.
- Support the City with contractor selection meetings, interviews, bid tabulations, and recommendation of award documentation, as requested.
- Provide electronic "Issued for Construction" specifications.

Task 6 Deliverables

1. Procurement documents and supporting exhibits.
2. Procurement addenda and clarification responses.

3. Bid tabulations, proposal evaluation summaries, or contractor recommendation materials.
4. Procurement coordination meeting summaries.

Task 6 Assumptions

- Procurement approach and contractor selection procedures will be determined by the City in coordination with FNI recommendations.
- Legal review of procurement documents and contract terms will be performed by the City.
- The cost for publications shall be paid by the City.
- Construction contract negotiation, preparation of final contract execution documents, and construction administration services are not included in this task. Construction observation, management, and LCRI compliance support may be provided under Task 7 if authorized by the City.
- Printing, advertising, and distribution costs associated with procurement activities will be paid by the City.
- This task assumes one procurement package for the initial replacement work. Additional procurement packages, re-advertisement, or re-bidding may be provided under Task 8 if authorized by the City.

TASK 7 – REPLACEMENT OVERSIGHT AND COMPLIANCE SUPPORT

FNI will provide oversight and compliance support for the replacement of an initial 50 service lines conducted over a six-month duration from January 2028 through June 2028 as part of the City's LSLR replacement program. FNI will provide the following services in support of this task:

7.1 Construction Project Management

- Schedule. FNI will review a baseline schedule developed by the Contractor and review updated schedules monthly with submissions to the City in portable document format (PDF) via email for the purpose of monitoring progress and project milestone dates.
- Quality Control. FNI will review a quality assurance/quality control (QA/QC) program provided by the Contractor, which shall be explained in detail in a written document and provided to the City in PDF within 30 days of the notice to proceed.
- Progress Reports. FNI will provide the City with electronic monthly project progress reports and submit written invoices in PDF on or before the 25th day of each month for the previous month's effort.
- Project Controls. FNI will manage project integration, scope, schedule, cost, quality, staff resources, communications, risk analysis, and oversight activities associated with FNI's services.
- Construction Management. FNI will provide inspector and construction manager QA/QC oversight.

7.2 Construction Phase Services

- Communication Procedures. FNI will establish communication procedures for all parties involved in the project. The procedures will identify response time expectations for questions, submittals, and other documents, and the preferred method of communication (email, phone, or other agreed method). These procedures will be provided in writing and reviewed with the Engineer of Record (EOR), the Contractor, and the City. The City shall approve all communication procedures.
- Meetings. FNI will conduct one preconstruction meeting and monthly progress meetings with the City, the EOR, and the Contractor to exchange information regarding construction progress, submittal status, modification status, and/or other project-related issues.
- Meeting Documentation. FNI will prepare and distribute an agenda prior to progress meetings and record the meeting minutes. FNI will email the meeting minutes to the City in PDF within one week after each meeting.
- Monthly Reports. FNI will submit monthly reports of construction progress to the City in PDF. The reports will describe construction progress and summarize project costs, cash flow, construction schedule, pending and approved contract modifications, change order status, and outstanding issues.

7.3 Construction QA/QC

- FNI will observe the Contractor's work to determine if the work is proceeding in general accordance with the construction contract. FNI will prepare daily reports documenting observations and submit the reports electronically to the City in PDF.
- FNI will document observed non-conforming work and submit this documentation via email in PDF to the City and the Contractor. FNI will verify and document when observed non-conforming work has been corrected and submit documentation to the City.
- FNI will review documents submitted by the Contractor, including test reports, equipment installation reports, or other documents required by the contract.
- FNI will coordinate completion of materials testing by testing laboratories and confirm that testing has been conducted in accordance with applicable testing and inspection standards, as required by the contract documents.
- FNI's construction representative will visit project sites periodically or at construction milestones to observe compliance with the plans and specifications.
- FNI will provide a construction manager responsible for overall management of FNI's construction phase services. The construction manager will visit project sites as needed to monitor progress and verify billable effort.

7.4 Document Management

- FNI will establish and maintain an electronic project management information system utilizing the web-based FNIManager System.
- FNI will manage the processing of Contractor submittals, including the filing and retrieval of project documentation. FNI will receive Contractor submittals including requests for information, modification requests, shop drawings, schedules, and other submittals; perform an initial review;

and electronically send the submittals to the EOR and/or the City for detailed review and response.

- FNI will monitor the progress of the Contractor in sending and processing submittals, including obtaining signatures from required parties for documents, and the progress of the EOR in reviewing and responding to submittals. FNI will verify that documentation is being processed according to the schedule.
- FNI will prepare monthly reports that monitor the status of submittals in the review process and submit an electronic copy of the report in PDF to the City once per month.

7.5 Schedule Management

- FNI will review the baseline, projected, and monthly construction progress schedules submitted by the Contractor. FNI will monitor the progress of work completed relative to planned progress and address identified schedule delays by promptly emailing the EOR, the City, and the Contractor.

7.6 Cost Management

- FNI will review the schedule of values and payment requests prepared by the Contractor. FNI will establish procedures with the City and the Contractor to review monthly quantities of work in place and corresponding payment requests for work completed.
- FNI will prepare monthly cash flow requirements based on information provided by the Contractor. FNI will update cash flow reports monthly and include the reports with monthly updates to the City.
- FNI will verify quantities of work in place, review payment requests and supporting documentation, and provide an email to the City with an opinion of whether the payment requested matches the work completed.

7.7 Issues Management

- FNI will provide an initial interpretation of the drawings and specifications when questions arise concerning the definition of the drawings and specifications. FNI will coordinate a resolution to these issues based upon final interpretation by the EOR, Project Manager, and Contractor.
- FNI will track and document issues, procure a resolution, and promptly email notification to the EOR, Project Manager, the City, and the Contractor.

7.8 Change Management

- FNI will establish and document procedures for administering changes to the construction contract.
- FNI will prepare documentation of requested contract modifications. FNI will coordinate with the EOR for technical review and approval of any design modifications. All design modification documents shall have the EOR's Texas Engineering Seal affixed.

- FNI will process contract modifications and negotiate with the Contractor to determine cost and time impacts of these changes. FNI will prepare change order documents for approved changes and submit them to the City for execution. Documentation of field orders that do not impact cost or schedule shall also be prepared and submitted to the City.
- FNI will receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim.

7.9 Project Completion

- FNI will conduct a review of the project to determine conformance or non-conformance with the project design and construction documents when the Contractor requests that substantial completion be granted for the project or applicable portions thereof. FNI will determine if a review of the work is required by the EOR and, if so, schedule the reviews with the EOR. FNI will prepare a list of deficiencies to be corrected by the Contractor before substantial completion is granted and any partial release or reduction of retainage is approved. FNI will prepare a certificate of substantial completion that includes a list of work to be completed prior to issuance of a final completion certificate.
- FNI will conduct a final review of the project for conformance with the project documents. FNI will confirm work is complete and in accordance with the project documents prior to recommending final payment.
- FNI will assist the City in obtaining permits and closeout documentation from the Contractor. FNI will review and confirm that the Contractor has submitted required documents to the City prior to recommending final payment.

7.10 Material Transfer

- FNI will manage and coordinate the transfer of and acceptance by the Contractor of any City-furnished equipment or materials.
- FNI will manage and coordinate the transfer of and acceptance by the City of any Contractor-furnished spare parts, materials, or other required closeout materials.

7.11 LCRI Replacement Compliance Support

- Track replacement status for up to 50 service lines using the tracking tools developed under Task 3.6, including customer communications, replacement progress, service line material documentation, filter provisions, post-replacement sampling status, and completion dates.
- Coordinate site-specific customer communications associated with construction scheduling, access coordination, service interruption notices, replacement instructions, flushing and filter instructions, and post-replacement sample offers using materials developed under Tasks 3 and 4.
- Review Contractor replacement records, photographs, and material documentation, and compile documentation needed to update the Baseline Inventory and support LCRI replacement reporting.
- Coordinate with the City and Contractor to document filter distribution associated with service line replacements, as required by LCRI and the project documents.

- Coordinate post-replacement sampling for replaced service lines, including sample kit coordination with the City's selected laboratory, customer coordination, follow-up on overdue sample submissions, tracking laboratory results, issuing sample results to customers, and compiling documentation for required TCEQ reporting or certification support.
- Prepare replacement progress summaries and compliance documentation for City use in internal reporting, TWDB outlay support, and TCEQ correspondence associated with the 50 replacement lines included in this task.

7.12 Limitations of Authority of Resident Project Representative

- FNI will not authorize any deviation from the contract documents or substitution of materials or equipment, including "or-equal" items, unless authorized by the City and the EOR in writing.
- FNI will not exceed the limitations of the EOR's authority as set forth in the agreement or the contract documents.
- FNI will not undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or the Contractor's superintendent.
- FNI will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- FNI will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work or any activities or operations of the Contractor.
- FNI will not accept shop drawings or sample submittals from anyone other than the Contractor.
- FNI will not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by the City and the EOR.

Task 7 Deliverables

1. Monthly progress reports.
2. Daily inspection reports.
3. Non-conformance documentation and corrective action tracking.
4. Submittal management and document control system.
5. Payment application reviews.
6. Substantial completion, final inspection, and project closeout documentation.
7. Updated replacement tracking data and LCRI replacement compliance documentation for up to 50 service lines.
8. Customer communication tracking logs, post-replacement sampling tracking logs, customer result notices, and TCEQ reporting or certification support documentation associated with replacement activities conducted under this task.

Task 7 Assumptions

- Construction will be completed under a single construction contract with a duration of six months from January 2028 through June 2028 and will include replacement of up to 50 service lines.

- A part-time Construction Manager and Resident Project Representative will provide the above services. The Construction Manager will provide an average of 16 hours per week and the Resident Project Representative will provide an average of 30 hours per week for six months.
- In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. The Contractor will be responsible for construction means, methods, techniques, sequences, procedures, site safety, traffic control, permits required by the contract documents, site restoration, and repair of damages resulting from construction activities.
- The City will provide timely decisions on construction contract issues, property owner access issues, customer escalations, and change orders, and will provide property owner contact information and available service line records needed to support the work.
- The City will be responsible for legal review and approval of property owner agreements, access agreements, or customer authorization forms, if such agreements are used.
- Laboratory analytical fees, sample kits, postage, printing, permit fees, public notice publication costs, construction costs, and filter purchases are not included in FNI's fee unless expressly included in an authorized task or construction contract.
- Additional replacement oversight or compliance support beyond 50 service lines or beyond the six-month construction duration may be provided under Task 8 if authorized by the City.
- Routine tap monitoring and customer-requested sampling not associated with service line replacements are not included in this task unless separately authorized by the City.

TASK 8 – CITY-DIRECTED SERVICES

FNI may provide additional efforts, as directed by the City, to support Tasks 1 through 7 of this scope of work if authorized by the City in writing. The written authorization will detail the requested scope, schedule, budget, and deliverables for the additional task.

City-directed services may include, but are not limited to, the following:

- Additional regulatory compliance support to evaluate future EPA, TCEQ, or TWDB guidance and update project procedures, templates, or deliverables as needed.
- Preparation of presentation materials and attendance at City Council, stakeholder, or community meetings to support explanation of LCRI requirements, the City's approach, replacement sequencing, and requested customer participation.
- Additional procurement support, re-bidding support, or development of additional procurement packages beyond the single package included in Task 6.

- Additional replacement oversight, construction management, inspection, customer communication, sampling coordination, or reporting support beyond the 50 service lines or six-month duration included in Task 7.
- Implementation of additional public communications, customer outreach, website updates, or direct-mail support beyond the materials and activities expressly included in Basic Services or Task 7.
- Additional modifications, enhancements, or ongoing maintenance of LCRI tracking tools beyond those expressly included in Basic Services.

Task 8 Deliverables

- Scope and deliverables will be developed in writing before the City issues authorization of a City-directed service.

Task 8 Assumptions

- Assumptions, schedule, and budget will be developed alongside the scope of each City-directed service.
- City-directed services will be performed only to the extent authorized by the City in writing and within the available Task 8 budget.

ARTICLE III

COMPENSATION AND TIME OF COMPLETION:

Basic Services are proposed as a lump sum of four hundred and six thousand two hundred sixty-two dollars ($406,262). Special Services are proposed as a Lump Sum fee of six hundred eleven thousand seven hundred ninety-three Dollars ($611,793).

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include, but are not limited to, delays in City or regulatory reviews, delays in the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

TASK	FEE	SCHEDULE
Basic Services		
1 – Project Management and Coordination Meetings	$50,708	NTP – Dec 2027
2 – Baseline Inventory Development	$51,358	NTP – Nov 2027
3 – Lead Service Line Replacement Plan (LSLR) & Implementation Tools	$203,280	NTP – Oct 2027
4 – LCRI Sampling Plan [Not Eligible for TWDB Funding]	$60,808	Jan 2027 – Dec 2027
5 – LSLR Funding Support	$40,109	NTP – Dec 2027
Total Fee for Basic Services	**$406,262**	
Special Services		
6 – LSLR Procurement Support Services	$90,685	Oct 2027 – Dec 2027
7 – LSLR Oversight and Compliance Support (for 50 lines)	$420,559	Jan 2028 – Jun 2028
8 – City-Directed Services	$100,549	NTP – Jun 2028
Total Fee for Special Services	**$611,793**	
TOTAL PROJECT FEE (Basic + Special Services)	**$1,018,055**	

ARTICLE IV

RESPONSIBILITIES OF THE CITY: The City shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to FNI's services for the Project.
B. Provide all criteria and full information as to City's requirements for the Project.
C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project.
G. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
H. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC or other services as required.
I. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – _____
_____
_____
_____
_____

City's Accounting Representative – _____
_____
_____
_____
_____

FNI's Designated Representative – Tanu Kulkarni
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
817-735-7402
Tanu.Kulkarni@freese.com

FNI's Accounting Representative – Raquel Longoria
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
817-735-7256
Raquel.Longoria@freese.com

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of an Ordinance amending the Wastewater Pretreatment Ordinance No. 26-0217-F4, Chapter 18, Article VI - Wastewater Pretreatment, Division 2, General Sewer Requirements, Section 18-175, Specific Pollutant Limitations, to modify limits of oil and grease, add BOD, TSS, and COD, and add a compliance resolution period for existing industrial users; and Division 15, Surcharge Costs, Section 18-312, Computation Of Surcharge, to add “Notice Of Violation”; and changing “Utilities Director” and “Utilities Director Or Designee” to “Public Works Director” or “Public Works Director Or Designee” throughout.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Public Works
Staff Contact:	Douglas Taylor, Public Works Director

BACKGROUND INFORMATION:

The City of Ennis is proposing amendments to its current Wastewater Pretreatment Ordinance to address recommendations identified during a recent Texas Commission on Environmental Quality (TCEQ) inspection. The inspection initiated a review of existing wastewater pretreatment standards and highlighted the need for updates to ensure continued compliance with state regulatory requirements.

The proposed ordinance revisions include modifying the specific pollutant limitations for oil and grease, adding new limits for biochemical oxygen demand (BOD), total suspended solids (TSS), and chemical oxygen demand (COD), and establishing a compliance resolution period for existing industrial users.

Additional updates include the addition of “Notice of Violation” provisions within the surcharge computation section and replacing references to “Utilities Director” or “Utilities Director or Designee” with “Public Works Director” or “Public Works Director or Designee” throughout the ordinance.

The ordinance also includes standard severability, repealing and savings clauses, publication requirements, and an effective date.

FINANCIAL IMPACT:

There is no fiscal impact associated with approval of the ordinance.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

F.8.

Staff recommends approval of this item.

ATTACHMENTS:

Amending Wastewater Pretreatment Ordinance. - Pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE WASTEWATER PRETREATMENT ORDINANCE NO. 26-0217-F4, CHAPTER 18, ARTICLE VI - WASTEWATER PRETREATMENT, DIVISION 2, GENERAL SEWER REQUIREMENTS, SECTION 18-175, SPECIFIC POLLUTANT LIMITATIONS, TO MODIFY LIMITS OF OIL AND GREASE, ADD BOD, TSS, AND COD, AND ADD A COMPLIANCE RESOLUTION PERIOD FOR EXISTING INDUSTRIAL USERS; AND DIVISION 15, SURCHARGE COSTS, SECTION 18-312, COMPUTATION OF SURCHARGE, TO ADD "NOTICE OF VIOLATION"; AND CHANGING "UTILITIES DIRECTOR" AND "UTILITIES DIRECTOR OR DESIGNEE" TO "PUBLIC WORKS DIRECTOR" OR "PUBLIC WORKS DIRECTOR OR DESIGNEE" THROUGHOUT; PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has become necessary to amend the City of Ennis, Texas "Wastewater Pretreatment" Ordinance to comply with all State and Federal laws, to include the Environmental Protection Agency and the Texas Commission on Environmental Quality; and

WHEREAS, the City Commission, in compliance with the laws of the State of Texas and the ordinances of the City, has held a public meeting to discuss the changes provided herein and the changes are within the legislative discretion of the City Commission and compliant with the laws of the State of Texas.

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

SECTION 1: The City Commission finds the recitals in the preamble of this Ordinance are true and correct and incorporates them as findings of fact.

SECTION 2: Amendment to Chapter 18, Article VI – Wastewater Pretreatment, Division 2, General Sewer Requirements, Section 18-175, Specific Pollutant Limitations, to be and read:

Sec. 18-175. Specific Pollutant Limitations

No person shall discharge wastewater containing in excess of the following limitations, stated in milligrams per liter, or as required by State or Federal Authority to meet the set POTW Treatment Plant *effluent* limitations. All pollutants are subject to City of Ennis, Texas permit control.

pH	Lower limit 5.0
pH	Upper limit 11.0
BOD	<250 mg/l
TSS	<200 mg/l
COD	<750 mg/l

Oil and Grease (from) (animal and vegetable sources)	100
Oil and Grease (from) (petroleum based oil and grease)	10
Arsenic	0.428
Cadmium	0.55
Chromium	4.95

Copper	1.17
Cyanide	0.20

Lead	1.6
Mercury	0.010
Nickel	4.20
Silver	0.08
Zinc	1.74
Selenium	0.11

Concentrations apply at the point where the industrial waste is discharged to the POTW. All concentrations for metallic substances are for "total metal" unless indicated otherwise. At his discretion, the Public Works Director or Designee may impose mass limitations in addition to or in place of the concentration-based limitations above. Upon promulgation of the Federal Pretreatment Standards for a particular industrial subcategory, the Pretreatment Standards, if more stringent than limitations imposed by this ordinance, shall become applicable. The Control Authority shall notify affected users of the applicable Pretreatment Standards and any applicable reporting requirements. The City of Ennis, Texas uses a city sewer use ordinance program to adopt all new limits. Notice of changes and opportunity for public comment on local limits development will be made available through City Council agendas and meetings.

Compliance Resolution Period: Any industrial user identified as being out of compliance on the effective date of Ordinance No. _____, amending Ordinance No. 26-0217-F4, as previously amended, and said noncompliance results from the addition of BOD to this Sec. 18-175, shall be granted a one hundred and eighty (180) day compliance resolution period to achieve compliance with the new requirements. The Industrial User shall submit a detailed corrective action plan outlining the improvements necessary to achieve compliance, including an implementation schedule with measurable milestones to the Public Works Director, and provide monthly progress reports to the Public Works Director Designee to demonstrate and document efforts and continued progress toward compliance.

Additionally, any proposed treatment equipment, facility modifications, or process changes shall be reviewed and approved by the appropriate City departments to ensure compliance with all applicable building, plumbing, and related codes and ordinances.

SECTION 3: Amendment to Chapter 18, Article VI – Wastewater Pretreatment, Division 15, Surcharge Costs, Section 18-312, Computation of Surcharge, to be and read:

Sec. 18-312. Computation of Surcharge

Abnormal industrial wastes having a BOD concentration greater than 250 mg/I, and/or a TSS concentration greater than 200 mg/I, and/or a COD concentration greater than 750 mg/I shall be assessed a surcharge and a "Notice of Violation". Computation of surcharge shall be based on the following formula:

SBOD V X 8.34 [A(BOD - 250)]

STSS V X 8.34 [B(TSS - 200)]

SCOD V X 8.34 [C(COD - 750)]

S = surcharge, in dollars, that will appear on the customer's monthly bill;

V = Water consumption in millions of gallons during the billing period or the wastewater average in millions of gallons;

A = Unit charge in dollars per pound of excess BOD;

B = unit charge in dollars per pound in excess of TSS;

C = Unit charge in dollars per pound COD;

8.34 = pounds per million gallons of water;

BOD = concentration expressed in mg/I;

TSS = concentration expressed in mg/I;

COD = concentration expressed in mg/l.

If the concentration of BOD, TSS or COD is less than the excess concentration for that category, then there shall be no surcharge for that category nor shall there be credit given to the total surcharge if the strength or concentration of all three categories is less than the normal. Surcharges payable under this paragraph shall become due monthly after the effective date of this ordinance.

SECTION 4: Publication. The caption of this Ordinance shall be published in a newspaper of general circulation in the City of Ennis, in compliance with the provisions of Article III, Section 51, of the City Charter.

SECTION 5: Savings/Repealing Clause. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City of Ennis hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

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

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

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, approving Task Order Nine (FNI-TO-9): Water Master Plan and Water Treatment Plant Evaluation with Freese and Nichols, Inc., under the Master Contract for Professional Services, authorized by Resolution No. 25-0715-G3, in an amount not to exceed Seven Hundred Four Thousand Dollars and Zero Cents ($704,000.00), and authorizing the City Manager or designee to execute any documents in connection therewith.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Public Works
Staff Contact:	Douglas Taylor, Public Works Director

BACKGROUND INFORMATION:

City of Ennis staff issued a Request for Statements of Qualifications (SOQ) in February 2025. The City received six (6) Statements of Qualifications, which were evaluated by staff. Based on this review, Freese and Nichols, Inc. (FNI) was selected as the most qualified firm to provide engineering services for the City of Ennis, and the parties negotiated and entered into a Master Contract for Professional Services in July of 2025, as authorized by Resolution No. 25-0715-G3.

In order to complement the ongoing Citywide Wastewater Capacity Study, staff recommends initiating Task Order Nine (FNI-TO-9) encompassing the update of the City-wide Water Distribution System Master Plan and developing a comprehensive Water Treatment Plant (WTP) Facility Plan to support long-term planning, system reliability, and capacity optimization. The scope for the task order includes:

- Developing water demand projections for five-year, ten-year, and buildout conditions,
- Hydraulic model development, calibration, and analyses,
- Preparation of an updated Water Capital Improvement Plan (CIP),
- Development of a Water Master Plan Report, and Evaluation of the WTP condition and capacity, inclusive of the raw water intake and high service pump stations, to identify renewal, replacement, and capacity improvements.

Project phases include data collection and field testing, land use and water demand projections, existing and future system analysis, WTP capacity and risk assessments, and preparation of the WTP Facility Plan and Water Distribution and Treatment CIP and Report.

Deliverables will include all electronic project files, a calibrated hydraulic model with future system scenarios, the Water CIP, and draft and final versions of both the WTP Facility Plan Report and Water Master Plan Report. The anticipated project completion is 12 months from notice to proceed.

FINANCIAL IMPACT:

Funding is included in the Utility Capital Professional Services Fund (342-419-46002), with payments to be made in accordance with Exhibit A.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

RESOLUTION NO.-Task Order Nine: Water Master Plan and WTP Evaluations with Freese and Nichols - Pdf

RESOLUTION NO.

DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING TASK ORDER NINE (FNI-TO-9): WATER MASTER PLAN AND WATER TREATMENT PLANT EVALUATION WITH FREESE AND NICHOLS, INC., UNDER THE MASTER CONTRACT FOR PROFESSIONAL SERVICES, AUTHORIZED BY RESOLUTION NO. 25-0715-G3, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FOUR THOUSAND DOLLARS AND ZERO CENTS ($704,000.00), AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has a Master Contract for Professional Services with Freese and Nichols, Inc. for engineering services, authorized by City Commission Resolution No. 25-0715-G3; and

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

WHEREAS, Freese and Nichols will provide a concise, one-page monthly report to the City of all active projects and will have biweekly coordination meetings with City staff.

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

SECTION 1: The City Commission finds the recitals in the preamble of this Resolution are true and correct and incorporates them as findings of fact.

SECTION 2: The City Manager or Designee is hereby authorized to execute any documents associated with Freese and Nichols, Inc. Task Order Nine: Water Master Plan and Water Treatment Plant Evaluations.

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 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION

CITY OF ENNIS	**FNI Project:**	**TBD**
115 W. Brown St.	**Client Contract:**	**TBD**
Ennis TX, 75120	**Date:**	**7/09/2026**

Project Name:	Task Order Nine: Water Distribution System Master Plan and WTP Facility Plan
Description of Services:	FNI understands that the City of Ennis is looking to update their City-wide Water Distribution System Master Plan, with the goal of developing a Capital Improvement Plan for 5-year, 10-year, and Buildout planning periods. FNI will also evaluate the WTP condition and capacity, prepare a prioritized renewal and replacement program for the WTP, and identify improvements needed for each planning period. See attached Scope for Engineering Services
Deliverables:	All electronic project files, calibrated hydraulic model with future system scenarios, Water CIP, Draft and Final WTP Facility Plan Report, Draft and Final Master Plan Report
Schedule:	12 Months from Notice to Proceed
Compensation Type:	Lump Sum Fee
Amount Authorized:	$704,000

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

To the extent that the Client may issue a formal purchase order in connection with, in addition to, or in lieu of signing this Task Authorization, the terms and conditions contained on the purchase order, if any, shall be null, void, and unenforceable, and the Client shall be deemed to have accepted this Task Authorization.

CITY OF ENNIS, TEXAS		**FREESE AND NICHOLS, INC.**	
By:		By:	Andrew Franko
Name:		Name:	Andrew Franko
Title:		Title:	Principal and Vice President
Date:		Date:	July 9, 2026

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SCOPE OF SERVICES
CITY OF ENNIS
WATER DISTRIBUTION SYSTEM MASTER PLAN AND WTP FACILITY PLAN

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that the City of Ennis (City) is looking to update their City-wide Water Distribution System Master Plan and develop a Water Treatment Plant (WTP) Facility Plan, inclusive of the raw water intake and high service pump stations. FNI will utilize the updated land use assumptions and population projections developed as part of the concurrent Wastewater Master Plan Update. FNI will develop water demand projections for 5-year, 10-year, and Buildout conditions. FNI will develop a hydraulic model, including recently constructed lines and developments. FNI will calibrate the model to observed field conditions and utilize the model to determine distribution system improvements for existing and future scenarios. FNI will evaluate the WTP condition and capacity. Based on these evaluations, FNI will develop a prioritized renewal and replacement program for the WTP and identify capacity improvements for the above planning horizons. FNI will develop an overall water system Capital Improvement Plan (CIP) for the 5-year, 10-year, and Buildout planning periods.

Phase A: Data Collection, Field Testing, and Water Model Development and Calibration

A1. Project Kickoff Meeting and Data Collection: FNI will meet in person with Ennis to review scope and schedule of the project and critical milestones. FNI will prepare a memorandum outlining data needed for the Water Distribution System Master Plan update and WTP Facility Plan.

A2. Data Review: FNI will review previous master plans, reports, record drawings, O&M manuals, and historical WTP water quality data. It is assumed that historical water quality data, including raw water, effluent, and in-plant performance data, are provided in an electronic Excel file.

A3. Develop Water Model: FNI will update the City's existing water distribution system hydraulic model in Autodesk's InfoWater Pro software from the most current City GIS. FNI will review the connectivity of the distribution system GIS to locate unconnected nodes (floating nodes). FNI will review pump station operational data and as-built drawings provided by the City to obtain physical data (storage tank dimensions, pump curves, etc.) and develop initial controls for the pump station pumps. FNI will provide locations where the GIS database lacks information on lines in the hydraulic model and will work with the City to compile any plans, as-builts, and CIP projects that are not included in the GIS database.

A4. Allocate Water Demands: FNI will utilize water billing meter data that has been geocoded as part of the Wastewater Master Plan Update to assign current demands to nodes in the hydraulic model.

A5. Conduct Temporary Pressure Testing: FNI will identify locations for field testing based on model calibration needs and areas of concern from the City. Up to 12 pressure recorders will be furnished by FNI for a pressure testing period of at least one week. Procedures for field testing will be prepared detailing proposed location of testing, duration of testing, required SCADA data during testing period, and required assistance from City staff. The City will be responsible for installing and removing the pressure recorders on the designated fire hydrants and providing hydrant IDs and locations to FNI.

A6. Obtain and Evaluate SCADA Data: FNI will obtain water system SCADA records for the temporary field pressure testing period. SCADA data will be used for system operations planning, development of diurnal curves, and to assist in water model calibration.

A7. Water Model Calibration: FNI will conduct a 24-hour extended period simulation (EPS) model calibration by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

Phase B: Land Use Update and Water Demand Projections

FNI will utilize population and land use projections from the concurrent Wastewater Master Plan Update.

B1. Review Historical Water Demands: FNI will obtain and evaluate historical water usage data to develop trends and calculate peaking factors. This data will be used to determine expected per-capita loads for existing and future projections.

B2. Develop and Distribute Water Demand Projections: FNI will develop water demand projections for existing, 5-year, 10-year, and Buildout conditions using the future land use assumptions and selected design criteria. FNI will distribute water demands throughout the service area based on the existing and future population distribution.

B3. Progress Meeting: Water Demand Projections and Model Calibration: FNI will meet with the City in person to present assumptions, methodology, and results of land use assumptions and water demand development. FNI will also present the results of the water model calibration.

Phase C: Existing and Future Water System Analysis

C1. Perform Modeling of Existing Water System: FNI will conduct EPS modeling of the existing water system for maximum day operating conditions to evaluate tank cycling, system pressures, and deficiencies within the existing water system. FNI will also utilize the water system model to conduct fire flow analyses under existing maximum day demands to identify areas with less than adequate fire flow capacity.

C2. Evaluate TCEQ Capacity Requirements Compliance: FNI will evaluate the system for compliance with the Texas Commission on Environmental Quality (TCEQ) Chapter 290 water system capacity requirements. FNI will analyze water supply, production capacity, pumping capacity, elevated storage capacity, and total storage capacity to determine if any deficiencies exist.

C3. Evaluate Pumping, Storage, and Production Capacity for Future Needs: FNI will analyze and develop existing vs. recommended capacity for pumping, ground and elevated storage, and water production throughout the City based on future needs for system improvements.

C4. Perform Future Water System Modeling: FNI will utilize the EPS water model under Buildout demand conditions to develop and analyze alternatives to determine sizing of water system transmission, elevated and ground storage, pumping, and treatment facilities needed to serve Buildout demands throughout each pressure plane. FNI will use interim 5-year and 10-year EPS model runs to determine phasing of water system improvements. System improvements will include production, transmission, storage, pumping, and distribution system related needs.

C5. Progress Meeting: Water System Improvement Alternatives: FNI will attend a progress meeting with the City in person to discuss the future year water modeling and system improvement alternatives evaluation.

Phase D: WTP Capacity Assessment

D1. Develop Basis of Design: Analyze historical raw water data to develop influent basis of design concentrations and load peaking factors. Develop flow and load projections based on population projections and the basis of design concentrations and load peaking factors.

D2. Hydraulic Capacity Evaluation: Develop a desktop hydraulic evaluation of the main liquids and treatment process flows to identify hydraulic bottlenecks. It is assumed that record drawings will strictly be used to develop the model, and no site-specific survey is required to obtain critical elevations.

D3. Pump Station Evaluation: Conduct a desktop pump station capacity assessment for the following pump stations: raw water pump station and high service pump station. Owner will provide pump curves for installed pumps.

D4. Process Capacity Evaluation: Perform a desk-top capacity assessment of major treatment processes based on industry standards, state regulatory design criteria, and state redundancy guidelines.

D5. Electrical Power Capacity Evaluation: Evaluate the capacity for plant primary power, emergency power, power distribution, and major MCCs.

D6. Findings Review: The capacity assessment will be reviewed with the owner during an in-person progress meeting using a PowerPoint presentation. The assessment will be documented in the WTP Facility Plan.

Phase E: WTP Risk-Based Condition and Criticality Assessment

E1. Establish Criticality Criteria: Develop criticality scoring criteria to assign for each process area and major treatment equipment based on parameters such as plant capacity affected; process impacted due to outage; outage duration; system redundancy, and health, safety, and environmental impact due to loss of service.

E2. Establish Condition Scores: Jointly with the Owner's Operations and Maintenance Staff, conduct a single-day site visit to the plant to perform the condition assessment and assign condition scores to each asset reviewed. This evaluation will include a general condition assessment of the mechanical, structural, HVAC, and electrical aspects of the main process equipment, pumps greater than 10 HP, valves 6 inches and greater associated with process control, gates 1 foot and larger associated with main plant processes, and electrical gear that supports that equipment. This assessment will not include peripheral items such as roofing, building space utilization, sump pumps, SCADA connectivity, or other such items. A detailed structural assessment beyond visual inspection of structures is not included in the limited assessment. Data collection for the condition and criticality assessments will include any information provided by the Owner and through visual observations without entering any permitted spaces or similar inaccessible spaces. No materials testing or physical testing of any structure, piping, valves, or equipment is included.

E3. Establish Risk Scores and Prioritize Improvements: Utilize the previously established criticality and condition assessment scores to develop risk ratings and to prioritize improvement projects. Projects will be divided into low (no improvements required), medium (improvements to be considered in the next 10 years), and high risk (improvements needed in the near term).

E4. Develop Costs for High-Risk Processes: Develop opinions of probable construction cost (OPCC) (Class 4) for all high-risk processes.

E5. Findings Review: The risk-based condition and criticality assessment will be reviewed with the owner during an in-person progress meeting using a PowerPoint presentation. The assessment will be documented in the WTP Facility Plan.

Phase F: WTP Facility Plan Report

F1. Develop WTP Facility Plan Report: The facility plan report will document the following:

a. Capacity assessment results
b. Risk-based criticality and condition results
c. Renewal and replacement program requirements
d. Expansion improvement requirements to meet the projected buildout conditions. At least two alternatives will be developed. Each alternative will include overall project costs (engineering and construction), process flow diagrams, and overall site layouts.

F2. Draft WTP Facility Plan Report and Review Meeting: Provide an electronic copy in PDF format of the draft report for the Owner to review. Conduct one in-person review meeting of the draft report.

F3. Final WTP Facility Plan Report: Incorporate Owner comments and provide an electronic copy in PDF format of the final report.

Phase G: Water Distribution and Treatment Capital Improvement Plan and Report

G1. Develop Draft Water Distribution System Capital Improvement Plan Costs, Schedule, and Mapping: FNI will develop a comprehensive CIP. Costs for each proposed project will be developed in current year dollars including engineering and contingencies. Large scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a detailed description and justification for each project.

G2. Draft Water Distribution System Master Plan Report: FNI will prepare a draft report that summarizes the methodology and results of the Water Distribution System Master Plan. FNI will submit three (3) hard copies and a PDF file of the draft report to the City for review.

G3. Progress Meeting: Water Distribution System CIP and Draft Water Distribution System Master Plan Report: FNI will meet with City in person to discuss the draft CIP and Water Distribution System Master Plan Report. FNI will revise CIP according to comments and recommendations from City.

G4. Final Water Distribution System Master Plan Report: FNI will incorporate comments on the draft report and submit the final report to the City. FNI will submit five (5) hard copies and a PDF file of the final report to the City.

G5. City Commission Presentation: FNI will prepare a presentation of the Water Distribution System Master Plan detailing model development processes, results of the hydraulic analyses, and the CIP. FNI will conduct up to two (2) presentations on the Water Distribution System Master Plan to City Commission.

SUMMARY OF DELIVERABLES

- All electronic project files, including pressure testing, projections, and shapefiles
- Calibrated hydraulic model with future system scenarios
- Water Capital Improvement Plan
- Draft and Final WTP Facility Plan Report
- Draft and Final Master Plan Report

TIME OF COMPLETION

FNI is authorized to commence work on the project upon execution of this Agreement and agrees to complete the services within 12 months of Notice-to-Proceed.

COST OF STUDY

FNI proposes to furnish services as described herein for a lump sum fee of Seven Hundred Four Thousand Dollars ($704,000) for the proposed Scope of Services. Approximate subtotals for the Water Master Plan (Phases A, B, C, and G) and Water Treatment Plant Facility Plan (Phases D, E, and F) are $323,223 and $380,777, respectively.

Phase	Description	Total
A	Data Collection, Field Testing, and Water Model Development and Calibration	$157,908
B	Land Use Update and Water Demand Projections	$15,379
C	Existing and Future System Analysis	$60,714
D	WTP Capacity Assessment	$135,211
E	WTP Risk Assessment	$138,260
F	WTP Facility Plan	$107,306
G	Water Distribution and Treatment CIP and Report	$89,223
WMP Subtotal (Phases A, B, C, G)		**$323,223**
WTP Facility Plan Subtotal (Phases D, E, F)		**$380,777**
Total		**$704,000**

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 Amendment Two to Task Order Three (FNI-TO-3): Wastewater Master Plan and Wastewater Treatment Plant Evaluations with Freese and Nichols, Inc. under the Master Contract for Professional Services, authorized by Resolution No. 25-0715-G3, for the evaluation of as-built documents and performance of manhole surveys in a sum not to exceed One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00), amending the existing task authorization from $596,100.00 to a revised total amount of $711,100.00, and authorizing the City Manager or designee to execute any documents in connection therewith.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	Public Works
Staff Contact:	Douglas Taylor, Public Works Director

BACKGROUND INFORMATION:

In January 2023, City staff discovered that attribute data for approximately 1,800 sanitary sewer manholes was missing from the City's Geographic Information System (GIS) files. The third-party consultant responsible for maintaining the City’s GIS data and maps was notified; they attempted to recover the lost data but were only able to retrieve a portion thereof. Since then, City staff have searched stored records in an effort to restore the remaining information but have been unable to fully reconstruct the dataset over the past three years.

With Freese and Nichols, Inc. (FNI) currently developing the City’s Wastewater Master Plan, staff is proposing that FNI expand the existing Task Order Three (FNI-TO-3) to include the collection and reconstruction of the remaining missing manhole attributes. This added effort will allow FNI to develop a complete GIS file that can be integrated into the City’s system. FNI has noted that the missing data directly impacts their ability to complete key portions of the master plan, specifically the creation of the hydraulic model and the associated capacity calculations. Incorporating gravity main flow lines from the City’s as-built files into GIS is a critical prerequisite for these analyses.

Under this second amendment to the task order, FNI is authorized to evaluate available as-built documents, incorporate manhole invert data, and conduct field verification and surveying of critical missing attributes. These activities will support a thorough and accurate restoration of the City’s sanitary sewer manhole data within the GIS. Approximately $61,500 of the total $115,000 proposed budget represents a contingency amount that will only be used if gaps exist in the available as-built information, requiring field inspections of manholes to collect essential level and invert data.

FINANCIAL IMPACT:

Funding is included in the Utility Contract Services Fund (302-417-44043), with payments to 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.-Amendment Two to Task Three with Freese and Nichols for The Evaluation of As-Built Documents and Performance of Manhole Surveys - Pdf

RESOLUTION NO.

DISCUSS AND CONSIDER A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING AMENDMENT TWO TO TASK ORDER THREE (FNI-TO-3): WASTEWATER MASTER PLAN AND WASTEWATER TREATMENT PLANT EVALUATIONS WITH FREESE AND NICHOLS, INC. UNDER THE MASTER CONTRACT FOR PROFESSIONAL SERVICES, AUTHORIZED BY RESOLUTION NO. 25-0715-G3, FOR THE EVALUATION OF AS-BUILT DOCUMENTS AND PERFORMANCE OF MANHOLE SURVEYS IN A SUM NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS ($115,000.00), AMENDING THE EXISTING TASK AUTHORIZATION FROM $596,100.00 TO A REVISED TOTAL AMOUNT OF $711,100.00, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has a Master Contract for Professional Services with Freese and Nichols, Inc. for engineering services, authorized by City Commission Resolution No. 25-0715-G3; and

WHEREAS, the City Commission approved Task Order Three, as authorized by City Commission Resolution No. 25-0916-G3; and

WHEREAS, Amendment Two of Task Order Three provides essential support needed to accurately complete the hydraulic model and associated capacity calculations for the Wastewater Master Plan, as well as to restore the City's Geographic Information System (GIS) data and maps with correct and complete manhole and gravity main flow data; and

WHEREAS, Amendment Two of Task Order Three includes a contingency allowance of approximately $61,500 for supplemental field data collection, which will only be utilized if gaps in the City's existing as-built documentation prevent full population of required GIS attributes; and

WHEREAS, the City Commission is committed to ensuring the long-term reliability, capacity, and regulatory compliance of the City's water system and Water Treatment Plant.

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

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

SECTION 2: That the City Manager or Designee is authorized to execute any documents associated with Freese and Nichols, Inc. Amendment Two to Task Order Three: Wastewater Master Plan and Wastewater Treatment Plant Evaluations.

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 21st day of July, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

Exhibit A

FREESE AND NICHOLS

Innovative approaches
Practical results
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12770 Merit Drive, Suite 900 • Dallas, Texas 75251 • 214-217-2200 • FAX 817-735-7491

www.freese.com

June 4, 2026

Douglas Taylor
115 W. Brown St.
Ennis, TX 75120

Re: Proposal for Engineering Services

Dear Douglas Taylor,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to City of Ennis (CLIENT) for the evaluation of as-built documents and performance of manhole surveys. This will be an amendment to the existing contract, Resolution No. 25-0916-G3.

PROJECT UNDERSTANDING
Freese and Nichols, Inc. (FNI) understands that The City of Ennis (City) is seeking to incorporate manhole invert data from various sources into the hydraulic wastewater model. FNI is currently working to complete the Wastewater Master Plan for the City and aims to utilize this additional data to develop a more representative wastewater model to use in the analysis.

SCOPE OF SERVICES
See attached Proposal for Engineering Services.

PROJECT SCHEDULE
FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the schedule.

COMPENSATION
FNI proposes to provide services as described herein for the not to exceed fee of One Hundred Fifteen Thousand Dollars ($115,000.00).

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

Sincerely,
FREESE AND NICHOLS, INC.

Principal/Vice President

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City of Ennis
As-Built and Measure Down Additional Effort
Proposal for Engineering Services

1.0 PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that The City of Ennis (City) is seeking to incorporate manhole invert data from various sources into the hydraulic wastewater model. FNI is currently working to complete the Wastewater Master Plan for the City and aims to utilize this additional data to develop a more representative wastewater model to use in the analysis.

2.0 SCOPE OF WORK

BASIC SERVICES

Task A: Manhole Invert Data Incorporation

Review Available As-Built Documents: FNI will manually review up to 800 as-built documents provided by the City and incorporate relevant data into the City's GIS and hydraulic model. Relevant information will include rim elevation, flow line inverts, and pipe diameters.

ADDITIONAL SERVICES

Task B: Field Verification/ Surveying of Critical Missing Data

Field Inspection: The field inspection and surveying will be used to collect all critical needed physical data not available elsewhere. The field inspections will be done in conjunction with City staff for access to manholes and will attain the following:

- Surveying of critical manholes to obtain coordinates and measure downs to obtain inverts for up to 200 locations.

FNI will review raw field data and convert it into GIS format for input into the model database and provide revised GIS data to the City.

3.0 SCHEDULE

It is anticipated that the data incorporation will take **three months** after Notice to Proceed.

4.0 ENGINEERING FEE ESTIMATE

A summary of the engineering fee estimate is provided below. A detailed fee spreadsheet is attached.

Task	Hours	Labor Effort	Expense Effort	Sub Effort	Total
Task A: Manhole Invert Data Incorporation	279	$48,890	$4,665	-	$53,554
Task B: Field Verification/ Surveying of Critical Missing Data	54	$9,191	$505	$51,750	$61,446
				Total	$115,000

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Fifty Three Thousand Five Hundred Fifty Four Dollars ($53,554).

Compensation to FNI for Additional Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Sixty One Thousand Four Hundred Forty Six Dollars ($61,446).

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

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	109	207
Professional 2	119	214
Professional 3	137	315
Professional 4	172	357
Professional 5	238	392
Professional 6	249	462
Construction Manager 1	119	161
Construction Manager 2	137	214
Construction Manager 3	154	228
Construction Manager 4	172	277
Construction Manager 5	242	319
Construction Manager 6	259	389
Construction Representative 1	95	112
Construction Representative 2	105	133
Construction Representative 3	133	161
Construction Representative 4	151	217
CAD Technician/Designer 1	91	140
CAD Technician/Designer 2	112	210
CAD Technician/Designer 3	154	259
Corporate Project Support 1	70	182
Corporate Project Support 2	91	259
Corporate Project Support 3	95	368
Intern / Coop	74	102

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day)	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

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

These ranges and/or rates will be adjusted annually in February. Last updated 2026.

350022026

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments to the Arts Commission to fill vacant positions with terms expiring January 31, 2028.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2-194 of the Code of Ordinances, the Mayor shall appoint, subject to confirmation by the City Commission, the members of the Ennis Arts Commission. The Commission consists of nine (9) members.

The Ennis Arts Commission shall promote the arts within the City of Ennis, Texas, and have the following powers and duties:

- Identify, assess, and develop the cultural and artistic assets of the City of Ennis.
- Monitor regional, state, and national cultural and artistic activities in order to secure advantageous opportunities for the citizens of Ennis.
- Establish liaison with public and private organizations for the purposes of planning and obtaining technical and monetary assistance for cultural and artistic activities.
- Make recommendations to the City Commission concerning cultural and artistic policies and programs.
- Make recommendations to the Ennis Economic Development Corporation regarding any appropriate, authorized uses of the "optional development sales tax."

The Arts Commission currently has seven (7) active members, leaving two (2) vacant positions with terms expiring January 31, 2028.

The City Commission will consider appointments to fill vacant positions with terms expiring January 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the Historic Landmark Commission for terms expiring July 31, 2028.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

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

In addition to any authority granted by state law or other ordinances of the City, the Historic Landmark Commission may:

- Implement and maintain a system of survey or inventory of significant historic, architectural, and cultural landmarks and all properties located within designated historic Overlays located in the city. Such information shall be maintained securely, made accessible to the public and should be updated periodically as needed.
- Review and take action on the designation of Landmarks and the delineation of historic Overlays, which shall be ratified by the City Commission.
- Review and recommend to City Commission and other applicable city boards and commissions all proposed changes to the zoning ordinance, building code, general plan or other adopted policies of the city than may affect the purpose of historic preservation.
- Conduct public hearings and provide comment on buildings, objects, sites, structures, and districts for nomination to the National Register of Historic Places to the Texas Historic Commission. Such recommendations shall be guided by the criteria established in the National Historic Preservation Act of 1966, as amended.
- Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.
- Review and take action on all appeals and deferred actions by the Administrator/HPO regarding the administrative review of Certificates of Appropriateness applications for compliance with adopted Historic Preservation Standards in Article VI: Building and Urban Design Standards of this Ordinance.
- Develop, prepare and adopt recommendations for specific Historic Preservation Standards which shall be considered for adoption by the City Commission, for use in the review of all Certificates of Appropriateness applications.
- Make recommendations to the city concerning the utilization of state, federal, or private funds to promote the preservation of Landmarks and Districts within the city.
- Review permits for the demolition or relocation of a building or structure, including issuance of a temporary stay on demolition permits as appropriate, as provided by Section 3.3.9 of this Ordinance.

- Propose incentive program(s) to City Commission for local property owners of historic Landmarks or within local Districts.
- Review and take action on all city preservation-related incentive program applications involving work on Landmarks and historic Overlays per this Ordinance.
- Conduct an informal annual review of the conditions of properties located in designated historic overlays and discuss future needs for properties.

The Commission has three (3) members whose terms are set to expire on July 31, 2026. All three members have requested reappointment. One (1) alternate member position is currently vacant.

The City Commission will consider appointments and reappointments to fill positions with terms expiring July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the Parks and Recreation Board for terms expiring July 31, 2028.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2-167 of the Code of Ordinances, the City Commission shall appoint a Parks and Recreation Board consisting of seven (7) members appointed by the City Commission.

The Parks and Recreation Board is responsible for working with individuals and organizations to promote the development and beautification of parks and recreational facilities under the City's jurisdiction. The Board also serves in an advisory capacity to the City Commission by providing recommendations regarding the development, beautification, and improvement of the City's parks and recreational facilities.

The Board has three (3) members whose terms are set to expire on July 31, 2026. Two (2) members have requested reappointment, and one position will require a new appointment.

The City Commission will consider appointments and reappointments to fill positions with terms expiring July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the Planning and Zoning Commission for terms expiring July 31, 2028.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2.3.2 of the City of Ennis Unified Development Ordinance, the Planning and Zoning Commission shall consist of seven (7) members and two (2) alternate members, appointed by the City Commission.

Pursuant to Section 2.3.1 of the City of Ennis Unified Development Ordinance, the Planning and Zoning Commission shall have all powers, discretion, and duties established by the Texas Local Government Code Chapters 211 and 212. The Planning and Zoning Commission shall have the powers and duties set forth in Section 3.1 of the Unified Development Ordinance.

In addition, the Planning and Zoning Commission shall have the following responsibilities:

- Provide analysis and recommendations as requested by the City Commission regarding the Comprehensive Plan and other plans related to land use, thoroughfares, infrastructure, open space and recreation and related long-range growth policy per City Commission's direction; and amendments to this Ordinance and to the zoning map.
- Provide guidance as requested by the City Commission in accomplishing coordinated, adjusted, and harmonious development of the City of Ennis and its environs that will, in accordance with the present and future needs, best promote health, safety, order, convenience, and general welfare, as well as efficiency and economy in the process of development.
- At the request of City Commission, the ability to conduct studies, analysis, and public hearings regarding amendments to relevant sections of this Ordinance; the zoning map; the zoning districts; the City of Ennis's Comprehensive Plan; any other applicable plans; or portion thereof for the purpose of recommending revision or adoption by the City Commission as required or permitted by TXLGC.
- Gather information and make recommendations to the City Commission and cooperate with the Historic Landmarks Commission and similar organizations about historic and landmark preservation in the city, specifically including, but not necessarily limited to, matters arising out of, or related to any designated Landmarks or Districts.
- In carrying out its duties the P&Z considerations may include, but are not limited to surveys of present conditions; projections of future growth of the City of Ennis; Site Plans of individual projects; the relationship of developments to the surrounding environment and the community; adequate provision for vehicular and pedestrian circulation; the promotion of safety from fire,

floodwaters and other dangers; adequate provision for light, air and solar access; the promotion of healthful distribution of population; the promotion of good civic design and arrangement; wise and efficient expenditure of public funds; the promotion of energy conservation; the protection of environmentally sensitive areas; the adequate provision of public utilities, open space and other public requirements; provisions of this Ordinance; and input from the staff, the applicant, and the general public.

The Commission has four (4) members whose terms are set to expire on July 31, 2026. Three (3) members have requested reappointment, and one (1) position will require a new appointment.

The City Commission will consider appointments and reappointments to fill positions with terms expiring July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the Railroad and Cultural Heritage Museum Board for terms expiring July 31, 2028.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2-181 of the Code of Ordinances, the Railroad and Cultural Heritage Museum Board shall be an advisory body of nine (9) members, appointed by the City Commission.

The Railroad and Cultural Heritage Museum Board primary objectives are:

- Preserve objects which give people a more accurate and deeper understanding of life in Ennis and those areas surrounding Ennis.
- Enhance, strengthen, and enrich the exhibits of the museum and the State of Texas.

The Board has five (5) members whose terms are set to expire on July 31, 2026. Four (4) members have requested reappointment, and one position will require a new appointment.

The City Commission will consider appointments and reappointments to fill positions with terms expiring July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the Zoning Board of Adjustment for terms expiring July 31, 2028.
Meeting:	ENNIS CITY COMMISSION - 21 Jul 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to 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, appointed by the City Commission.

The Zoning Board of Adjustment exercises the powers and duties prescribed by Texas Local Government Code Section 211.009 and the City of Ennis Unified Development Ordinance, including Section 3.3.10, Zoning Variances and Appeals, and Article X, Nonconformities.

The Zoning Board of Adjustment bases its decisions on specific findings of fact in the pursuit of the following primary purposes:

- Consideration of Variances in Cases of Hardship.
- Ensuring Due Process through Public Hearings.

The Board has four (4) members whose terms are set to expire on July 31, 2026. Three (3) members have requested reappointment, and one (1) position will require a new appointment.

The City Commission will consider appointments and reappointments to fill positions with terms expiring July 31, 2028.