ENNIS CITY COMMISSION AGENDA
TUESDAY, OCTOBER 20, 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. Mayor Spotlight - Mayoral recognition of City of Ennis employees for outstanding service, achievements, and contributions to the City

B.2. City of Ennis Employee of the Month
- Christopher Stroud, Detention Officer

B.3. City of Ennis New Employee Recognition

B.4. Texas Police Chiefs Association Accreditation

B.5. Arbor Day Proclamation

B.6. Monthly Update - Streets

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 September 15, 2026, Ennis City Commission Regular Meeting Minutes.

CC Regular Meeting Minutes - 09-15-2026

E.2. Approval of the September 29, 2026, Ennis City Commission Special Meeting Minutes.

CC Special Meeting Minutes - 09-29-2026

E.3. Approval of the October 1, 2026, Ennis City Commission Special Meeting Minutes.

CC Special Meeting Minutes - 10-01-2026

E.4. Approval of the October 9, 2026, Ennis City Commission Special Meeting Minutes.

CC Special Meeting Minutes - 10-09-2026

E.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, designating The Ennis News as the official newspaper and The Waxahachie Daily Light as the alternate newspaper for the City of Ennis for FY 2027.

Designation of Official & Alternate Newspaper

E.6. Approval of a Resolution of the City Commission of the City of Ennis, Texas, assigning the FY 2027 Buc-ee's Community Outreach Funds to designated nonprofit recipients.

Buc-ee's Community Outreach Funds

E.7. Approval of a Resolution of the City Commission of the City of Ennis, Texas, awarding an annual fuel contract for FY 2027 to Mansfield Oil on Sourcewell Contract #121522-MNF; and authorizing the City Manager, or designee, to execute all documents in connection therewith.

Mansfield Oil FY 2027 Annual Fuel

E.8. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing acceptance of a Fiscal Year 2027 Routine Airport Maintenance Program (RAMP) Grant from the Texas Department of Transportation Aviation Division for Ennis Municipal Airport (F41); authorizing execution of the Reimbursable Grant Agreement; committing local matching funds; and authorizing necessary Budget Amendments.

FY 2027 RAMP Grant

E.9. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing a lease agreement between the City of Ennis and the Ennis Economic Development Corporation for approximately 3,200 square feet of property located at 301 N.W. Main Street, Ennis, Texas for a dog park; authorizing the Mayor to execute the agreement; providing a severability clause; and providing an effective date.

301 NW Main Lease Agreement

F. PUBLIC HEARING

F.1. Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.289-acre tract of land situated in the

William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision. CONTINUED FROM THE AUGUST 18, 2026 CITY COMMISSION MEETING.

Public Hearing - 2200 Country Club Road Rezoning A & R-10 to PD

F.2. Conduct a Public Hearing to discuss and consider approving amendments to the Ennis Unified Development Ordinance to define and regulate Drone Delivery Hubs or Stations by amending: 1) Article V "Use Standards," Section 5.1.5 "Table of Allowed Uses," to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; Section 5.2 "Additional Use Standards," Subsection 5.2.5 "Industrial Uses," to add "(7) Drone Delivery Hubs or Stations"; Section 5.3 "Accessory Uses and Structures," Subsection 5.3.4 "Table of Accessory Uses and Structures" to add "Drone Delivery Hub or Station (Small)"; 2) Article VII "Site Design and Development Standards," Section 7.2 Off Street Parking, Subsection 7.2.3 "Off Street Parking Standards," Table 7.2-3a: "Off-street Parking Schedule A" to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; and 3) Article XI "Definitions," Section 11.4.4 "Industrial Uses," E. "Transportation Related Uses" to add "(7) Drone Delivery Hub or Station (Small)", "(8) Drone Delivery Hub or Station (Large)", "(9) Drone Staging Area".

Public Hearing - UDO Amendment - Drone Delivery Hubs or Stations

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

G.1. Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.289-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.

2200 Country Club Road Rezoning A & R-10 to PD

G.2. Discuss and consider an Ordinance amending the Ennis Unified Development Ordinance to define and regulate Drone Delivery Hubs or Stations by amending: 1) Article V "Use Standards," Section 5.1.5 "Table of Allowed Uses," to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; Section 5.2 "Additional Use Standards," Subsection 5.2.5 "Industrial Uses," to add "(7) Drone Delivery Hubs or Stations"; Section 5.3 "Accessory Uses and Structures," Subsection 5.3.4 "Table of Accessory Uses and Structures" to add "Drone Delivery Hub or Station (Small)"; 2) Article VII "Site Design and Development Standards," Section 7.2 Off Street Parking, Subsection 7.2.3 "Off Street Parking Standards," Table 7.2-3a: "Off-street Parking Schedule A" to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; and 3) Article XI "Definitions," Section 11.4.4 "Industrial Uses," E. "Transportation Related Uses" to add "(7) Drone Delivery Hub or Station (Small)", "(8) Drone Delivery Hub or Station (Large)", "(9) Drone Staging Area"

UDO Amendment - Drone Delivery Hubs or Stations

G.3. Discuss and consider an Ordinance approving a Fiscal Year 2027 Supplemental Budget Carry Forward of $55,404,365 for ongoing projects approved but not completed in FY 2026 and provide additional $200,000 funding from the Tourism Fund for Bluebonnet Festival expenses and the Tourism Event Support Pilot Program.

FY 2027 Budget Carry Forward and Amendment

G.4. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, approving a Beverage Provision Agreement with Peak Beverage Texas LLC to provide alcohol and non-alcohol beverage concessions for the Ennis Autumn Daze Festival; and authorizing the Mayor to execute the necessary documents.

Peak Beverage - Beverage Provision Agreement

G.5. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a Twenty-Year Interlocal Agreement with the City of Waxahachie for the joint development and operation of an Animal Shelter; committing to 17% of the capital costs of the Animal Shelter; appropriating $612,000.00 for architectural, engineering, and related professional services necessary for the planning and design of the animal shelter.

Interlocal Agreement for Animal Shelter

G.6. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, awarding 26-101-13 Automated Weather Observing System (AWOS III-PT) - Ennis Municipal Airport to DBT Transportation Services LLC in an amount not to exceed $180,000.00 plus allowable contingencies and authorizing the Mayor or City Manager to execute an agreement in connection therewith.

Automated Weather Observing System

H. EXECUTIVE SESSION

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

H.1. 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 Apple*
- *Project Ennis Gateway*

H.2. Section 551.072 - Deliberation regarding the purchase, exchange, lease, or value of real property:

- *ECAD Property ID 275434*

H.3. Section 551.074 - Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- *City Attorney Review*
- *City Manager*

H.4. Section 551.071(1) and (2) - Seek the advice of the Attorney regarding pending or contemplated litigation or a settlement offer and to consult with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas

Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act:

- *Rooftop Lights*

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

J. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: ***Wednesday, October 14, 2026 at 5:00 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 September 15, 2026, Ennis City Commission Regular Meeting Minutes.
Meeting:	ENNIS CITY COMMISSION - 20 Oct 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the September 15, 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 - 09-15-2026

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 15, 2026

A. CALL TO ORDER

Mayor Pro Tem Espedal called a Regular Meeting of the Ennis City Commission to order on Tuesday, September 15, 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 at 6:39 PM	Commissioner Hejny	Absent
Mayor Pro Tem Espedal	Present	Commissioner Polk	Present
Commissioner Falkenbach	Present	Commissioner Pierce	Present
Commissioner Jones	Present		

The invocation was given by Commissioner Polk.
The Pledge of Allegiance was led by Mayor Pro Tem Espedal.

B. PRESENTATIONS

B.1. Czech Heritage Month Proclamation

Mayor Pro Tem Espedal read a proclamation and proclaimed October 2026 as Czech Heritage Month.

B.2. City of Ennis Employee of the Month

City Manager Andrea Weckmueller-Behringer introduced the City of Ennis Employee of the Month, Tommy Miller, Senior Facilities Technician, and Mayor Pro Tem Espedal presented Tommy with a certificate.

B.3. City of Ennis New Employee Recognition

City Manager Weckmueller-Behringer introduced new City of Ennis employees Sumer Coulston, Deputy City Secretary; Cason McCurley, Parks Maintenance Technician; and Corben Hopgood, Police Communications Officer.

B.4. Finance Department Recognition - Achievement of Excellence in Procurement Award

Finance Director Stanley Muli recognized Purchasing Manager Katrinia Roberson's accomplishments and reviewed the criteria to be met to earn the Achievement of Excellence in Procurement Award. Director Muli also recognized the entire Finance Department.

B.5. Monthly Update - Streets

Assistant Public Works Director (Transportation) Clint Summerall addressed the Commission and provided a monthly update on streets, covering Reactive Maintenance, Preventative Maintenance, Rehabilitation and Reconstruction, Signals, Signs and Crosswalks, and Outside Agency Updates. Assistant Director Summerall provided an overview of the work that was completed in August, the work underway in September, and the work planned for October. He also noted the TxDOT projects that are under construction, in design, and on hold. No updates from Ellis County at this time.

C. CITIZENS PUBLIC COMMENT PERIOD

No one spoke.

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Mayor Isbell arrived at 6:39 P.M.

D. COMMISSIONER UPDATES

Commissioner Falkenbach thanked Mrs. Smith for the conversation they had about recycling; extended condolences to the Henley family on the passing of Angelita; and reminded the community of the Viva La Herencia celebration that night held from 5 PM – 9 PM at Minnie McDowal Park.

Commissioner Jones recognized Unity in the Community and Commissioner Watson for the Blues on Main event.

Mayor Pro Tem Espedal expressed his thanks to the Finance Department for their hard work.

Commissioner Pierce reminded the community of the Emergency Management event this weekend in downtown.

E. CONSENT ITEMS

E.1. Approval of the August 12, 2026, Ennis City Commission Special Meeting Minutes.

E.2. Approval of the August 18, 2026, Ennis City Commission Regular Meeting Minutes.

E.3. Approval of the September 8, 2026, Ennis City Commission Special Meeting Minutes.

E.4. Approval of a Resolution authorizing settlement between the Atmos Cities Steering Committee and Atmos and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2026 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be just and reasonable and in the public interest; establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; and requiring delivery of this Resolution to the Company and the ACSC's legal counsel.

E.5. Approval of a Resolution of the City Commission of the City of Ennis, Texas, approving a Joint Contract for Election Services with Ellis County for the November 3, 2026 Special Election; authorizing an estimated cost to the City of Ennis of $18,550; authorizing the City Manager to execute the agreement and any necessary documents in connection therewith.

E.6. Approval of a Resolution of the City Commission of the City of Ennis, Texas, awarding 27-316-01 "Miscellaneous Street Department Materials FY 26-27" to recommended bidders, and authorizing the City Manager and/or Director of Public Works to purchase from recommended bidders during FY27.

E.7. Approval of a Resolution of the City Commission of the City of Ennis, Texas, awarding 27-417-02 "Miscellaneous Utility Department Materials FY 26-27" to recommended bidders, and authorizing the City Manager and/or Utility Operations Director to purchase from recommended bidders during FY 27.

E.8. Approval of a Resolution of the City Commission of the City of Ennis, Texas, awarding 26-111-12 Citywide Cleaning services, to CTJ Maintenance Inc. in an annual amount not to exceed $190,000 and authorizing the City Manager to execute the agreement.

E.9. Approval of a Resolution of the City Commission of the City of Ennis, Texas, ratifying the purchase of real property for municipal purposes (Public Works Facility) in the amount of $1,074,900.00 and associated closing costs of approximately $9,111.00; ratifying City Manager's execution of purchase agreements, assignment agreements and related documents; and providing for related matters.

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E.10. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute an Interlocal Agreement with Ellis County for the provision of Public Works services, including maintenance, repair, and construction of streets, roads, alleys, bridges, parking areas, waterways, and ditches, and authorizing the County to provide goods and/or services to the City of Ennis.

E.11. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a professional services agreement with Innovative Transportation Solutions(ITS) to provide consulting services for all Transportation funding and programming issues related to the Texas Department of Transportation in a total annual amount not to exceed $90,000; and authorizing the City Manager or designee to execute any documents in connection therewith.

E.12. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the purchase of Human Resource Information Systems (HRIS) Software Solutions, UKG Ready, from Ultimate Kronos Group (UKG) to provide Core HR, Payroll, Recruiting, Benefits Administration, Leave Management, Timekeeping, and Advanced Scheduling services for Human Resources staff, through the OMNIA National Cooperative Purchasing Contract No.24-6833, for a 5-year term at an annual fee of $58,812, plus a one-time fee of $11,500, for a total contract amount not to exceed $305,560; authorizing the Mayor to execute the contract; authorizing the City Manager or designee to execute any ancillary documents necessary to implement the contract.

Mayor Isbell read the consent agenda. Mayor Pro Tem Espedal requested to remove item E.11. from the consent agenda. Commissioner Falkenbach made a motion, seconded by Mayor Pro Tem Espedal, to approve the consent agenda except for item E.11.

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

E.11. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a professional services agreement with Innovative Transportation Solutions(ITS) to provide consulting services for all Transportation funding and programming issues related to the Texas Department of Transportation in a total annual amount not to exceed $90,000; and authorizing the City Manager or designee to execute any documents in connection therewith.

Mayor Isbell read the item. City Manager Andrea Weckmueller-Behringer addressed the Commission and explained that ITS provides consulting services for various transportation and programming issues related to TxDOT projects. ITS representatives John Polster, Caleb Polster, and Barry Heard provided a presentation and updates on various projects. Commissioner Pierce made a motion, seconded by Commissioner Polk, to approve item E.11. as presented.

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

F. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

F.1. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, casting the official ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election for places 1 through 4, each for a six-year term.

Mayor Isbell read the item. City Manager Weckmueller-Behringer provided an overview of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) and explained that, as a member of TMLIRP, the City of Ennis has the opportunity to cast a ballot in the TMLIRP Board of Trustees Election for Place 1 through 4. Commissioner Falkenbach made a motion to cast the City's ballot

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for Carey D. Neal, Jr. for Place 1, Emily Crawford for Place 2, Cecil A. Hutson, Jr. for Place 3, and Austin Bleess for Place 4. Discussion amongst the Commission ensued. Commissioner Falkenbach amended her motion to replace Cecil A. Hutson, Jr. with Jim Holgersson for Place 3. Commissioner Jones seconded the amended motion to cast the City's ballot for Carey D. Neal, Jr. for Place 1, Emily Crawford for Place 2, Jim Holgersson for Place 3, and Austin Bleess for Place 4.
A vote was cast, 5 in favor, 1 against (Espedal). Motion passed.

F.2. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing Task Order One with Gresham Smith for City of Ennis Operations Center Engineering Services in a sum not to exceed One Million Three Hundred Sixty-Five Thousand One Hundred Ninety-Nine Dollars and Zero Cents ($1,365,199.00) and authorizing the City Manager or designee to execute any documents in connection therewith.
Mayor Isbell read the item. Public Works Director Doug Taylor reviewed the project vision and purpose and provided a breakdown of costs associated with the project. Discussion amongst the Commission ensued.

Commissioner Polk left the dais at 7:55 P.M.

No action.

Commissioner Polk returned to the dais at 7:58 P.M.

F.3. Discuss and consider an Ordinance of the City Commission of the City of Ennis, Texas, amending Section 2-1 "Municipal Fee and Use Schedule" in Article I "In General" of Chapter 2 "Administration" of the Code of Ordinances by codifying and adopting a revised comprehensive Schedule of Fees to be charged for municipal services; and providing an effective date.
Mayor Isbell read the item. Finance Director Muli presented the FY 2027 Fee Schedule and reviewed the proposed changes. Mayor Pro Tem Espedal made a motion, seconded by Commissioner Falkenbach, to approve the FY 2027 Fee Schedule.
A vote was cast, 6 in favor, 0 against. Motion passed.

[Mayor Isbell read the Executive Session agenda and recessed the Commission into Closed Session at 8:08 P.M.]

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

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

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- ***Rooftop Lights***

G.2. Section 551.071 and 551.072 - Consultation with Attorney and deliberation regarding the purchase, exchange, lease, or value of real property:

- ***Ennis Regional Medical Center***

G.3. 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***

[Mayor Isbell reconvened the Commission into Open Session at 9:26 P.M.]

H. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

No action.

I. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 9:26 P.M.

ATTEST: APPROVED:

_____ _____

CITY SECRETARY MAYOR

DRAFT

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of the September 29, 2026, Ennis City Commission Special Meeting Minutes.
Meeting:	ENNIS CITY COMMISSION - 20 Oct 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the September 29, 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 - 09-29-2026

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 29, 2026

A. CALL TO ORDER

Mayor Isbell called a Special Meeting of the Ennis City Commission to order on Tuesday, September 29, 2026, at 2:00 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	Absent	Commissioner Polk	Present
Commissioner Falkenbach	Present	Commissioner Pierce	Absent
Commissioner Jones	Present		

The invocation was given by Chief of Police Dustin Munn.
The Pledge of Allegiance was led by Mayor Isbell.

B. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

B.1. Discussion, consideration, and action regarding the removal of one or more Ennis Economic Development Corporation board members.

Mayor Isbell read the item. City Manager Andrea Weckmueller-Behringer provided an overview of the Ennis Economic Development Corporation including its responsibilities, primary functions, and Board composition.
Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to remove Kameron Raburn and David Espedal from the Ennis Economic Development Corporation Board.
A vote was cast, 5 in favor, 0 against. Motion passed.

B.2. Discussion, consideration, and action regarding the appointment of one or more Ennis Economic Development Corporation board members.

Mayor Isbell read the item. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to appoint Wade Hull to the Ennis Economic Development Corporation Board to a term expiring January 31, 2028, and to appoint Lynda Isbell to the Ennis Economic Development Corporation Board to a term expiring January 31, 2027.
A vote was cast, 5 in favor, 0 against. Motion passed.

C. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 2:08 P.M.

ATTEST: APPROVED:

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CITY SECRETARY MAYOR

DRAFT

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Approval of the October 1, 2026, Ennis City Commission Special Meeting Minutes.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: City Secretary

Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the October 1, 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 - 10-01-2026

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
THURSDAY, OCTOBER 1, 2026

A. CALL TO ORDER

Mayor Isbell called a Special Meeting of the Ennis City Commission to order on Thursday, October 1, 2026, at 4:02 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 Chief of Police Dustin Munn.
The Pledge of Allegiance was led by Mayor Isbell.

[Mayor Isbell read the Executive Session item and recessed the Commission into closed session at 4:05 P.M.]

[Commissioner Hejny departed the meeting at 6:30 P.M.]

[Mayor Pro Tem Espedal departed the meeting at 7:00 P.M.]

[Commissioner Pierce departed the meeting at 7:15 P.M.]

B. EXECUTIVE SESSION

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

- ***City Manager***

[Mayor Isbell reconvened the Commission into open session at 7:51 P.M.]

C. ADJOURNMENT

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

ATTEST: APPROVED:

_____ _____
CITY SECRETARY MAYOR

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ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Approval of the October 9, 2026, Ennis City Commission Special Meeting Minutes.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: City Secretary

Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the October 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 - 10-09-2026

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
FRIDAY, OCTOBER 9, 2026

A. CALL TO ORDER

Mayor Isbell called a Special Meeting of the Ennis City Commission to order on Friday, October 9, 2026, at 10:03 A.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	Absent
Mayor Pro Tem Espedal	Absent	Commissioner Polk	Present
Commissioner Falkenbach	Present	Commissioner Pierce	Present
Commissioner Jones	Present		

The invocation was given by Commissioner Polk.
The Pledge of Allegiance was led by Mayor Isbell.

B. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

B.1. Discuss and consider an Ordinance amending the Code of Ordinances, Chapter 5 "Buildings and Building Regulations," Article III "Building Constructions and Related Codes," Section 5-51, to amend the 2021 edition of the International Fire Code, to amend the requirements to allow sky lanterns in limited circumstances.

Mayor Isbell read the item. Fire Chief Bill Evans addressed the Commission and provided an overview of a previous amendment that was approved in 2024. The amendment being considered will remove the requirement regarding a burn ban and replace it with the use of the KBDI score, an objective form of measurement. A representative with Night Lights answered questions posed by the Commission. Commissioner Falkenbach made a motion, seconded by Commissioner Jones, to approve the item as presented.
A vote was cast, 5 in favor, 0 against. Motion passed.

C. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 10:14 A.M.

ATTEST: APPROVED:

_____ _____
CITY SECRETARY MAYOR

DRAFT

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Approval of a Resolution designating The Ennis News as the official newspaper and The Waxahachie Daily Light as the alternate newspaper for the City of Ennis for FY 2027.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: City Secretary

Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Section 52.004 of the Texas Local Government Code requires the governing body to designate, by ordinance or resolution, a public newspaper as the official newspaper for the municipality as soon as practicable after the beginning of each municipal year. To qualify, pursuant to Section 2051.044 of the Texas Government Code, a newspaper must devote not less than 25% of its total column lineage to general interest items; be published at least once each week; be entered as second-class postal matter in the county where published; and have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

The Ennis News, Waxahachie Daily Light, Waxahachie Sun, and Ellis County Press have each represented that they meet these statutory requirements and are eligible for designation as the City's official or alternate newspaper.

FINANCIAL IMPACT:

Rates and Deadlines Comparison:

1. Ennis News:
   Publication: Once Weekly on Sunday with a rate of $0.45 (cents) per word.
   Deadline: Thursday by 2:00 p.m.

2. Waxahachie Daily Light:
   Publication: Once weekly on Saturday with a rate of $0.60 (cents) per line, per day; $0.50 (cents) per line for each additional run; $7.50 per legal classified.
   Deadline: Monday by 12:00 p.m. for Saturday publication.

3. Waxahachie Sun:
   Publication: Once weekly on Wednesday with a rate of $1.25 per line, per day; $8.50 per legal classified.
   Deadline: 10:00 a.m. on the day prior to publication.

4. Ellis County Press:

E.5.

Publication: Once weekly on Thursday with a rate of $0.65 (cents) per word for all official notices, ordinances, and public disclosures. No fee for Publisher's Affidavits of Publication.
Deadline: Monday by 12:00 p.m.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Exhibit A - Ennis News
Exhibit B - Waxahachie Daily Light
Exhibit C - Waxahachie Sun
Exhibit D - Ellis County Press
RESOLUTION NO.-Designation of Official and Alternate Newspaper - Pdf

EXHIBIT A

Re: Designation of Official Newspaper

From Nikki Cohan <nikki@ennisdailynews.com>
Date Wed 9/2/2026 9:33 AM
To Sumer Coulston <scoulston@ennistx.gov>
Cc Bethany Prewitt <bprewitt@ennistx.gov>

1 attachment (92 KB)
2026 Ennis News_Rate Card.pdf;

Good morning, Sumer.

Yes, ma'am, we meet all of the requirements to serve as an official newspaper of record.
Please make sure to change the newspaper name to The Ennis News (we are no longer "Daily").

I've attached our current retail rate sheet for your reference.

Most legal notices are charged on a per-word basis ($0.45/word) plus small upcharges for formatting such as bold ($0.50/word), centered ($1/line), etc.
Publisher's affidavits are $20/affidavit.

We are a Sunday publication.
It mails out and is distributed on Saturday.
Ad, legal and classified deadline is 2 p.m. on Thursday, as we upload for print on Friday morning.
However, the city staff know that they can contact me directly if they have a last-minute or late notice, and I will always do my best to accommodate if at all possible.

I think this covers everything, but if you need anything else at all, please let me know!

Thank you and have a great day,
Nikki Cohan
General Manager
The Ennis News
Phone: (972) 875-3801
Mail: PO Box 100, Ennis, TX 75120

EXHIBIT A

2026 Rate Card

LOCAL RATES

Annual Frequency	*excludes front page ads & special sections
Open	$11.00 PCI
6x	$ 9.75 PCI
13x	$ 9.00 PCI
26x	$ 8.50 PCI
52x	$ 7.75 PCI
60x+	$ 7.00 PCI

All rates are per column inch / per run.

FRONT PAGE ADVERTISING

SKYBOX -		
2 Col. x 1.5" – Top of Page 1	$50/BW	$120/Color
FRONT PAGE BANNER -		
6 Col. x 2" – Bottom of Page 1	$180/BW	$280/Color

(Rates are per edition)

NON PROFIT RATES

Sunday $6.50 PCI

EARNED DISCOUNTS & AGREEMENTS

Customers can sign up for earned discounts. Agreements are negotiated with the Publisher/GM.

COLOR RATE

1/4 Page or Less	$75
More than 1/4 Page to 1/2 Page color	$100
More than 1/2 Page	$150

MAGAZINE & INTERNET ADVERTISING

The Ennis News publishes several specialty glossy magazines/ publications throughout the year.
Internet Advertising is available on **ennisdailynews.com**.
Please contact the Advertising Dept. regarding these products.

CREDIT AND BILLING

New clients must prepay and once credit is established, terms are Net-15. If clients provide adequate credit information, some initial credit may be given. The Ennis News accepts Visa, Mastercard, Discover and American Express.

INSERT RATES

1,500 per issue $100

SPECIFICATIONS AND DEADLINES

Dimensions
Full page: 6 col. by 21.5 inches
1 column.....1.354"
2 columns.....3.233"
3 columns.....4.925"
4 columns.....6.617"
5 columns.....8.308"
6 columns.....10.00"

Display Ad Deadlines
Sunday.....2 p.m. Thursday

Classified Liner Deadline
2 p.m. Thursday

Legal Notice Deadline
2 p.m. Thursday

PAID & FREE NEWSPAPERS

The Ennis News: This is a paid circulation product published Sunday of each week. Distribution is 1,500.

Zip codes served all or in part by these products include:
Ennis: 75119, 75120; Italy: 76651; Ferris: 75125; Rice: 75155; Reagor Springs: 75165; Avalon: 76623; Garrett: 75119; Bristol: 75119; Alma: 75119; Palmer: 75152; Bardwell: 75101; Waxahachie: (partial) 75165.

SUBSCRIPTION INFORMATION

1 year.....$72
6 months.....$48
3 months.....$24
Single Copy Price is $1.00
* Senior Citizen Rates Available Upon Request

THE ENNIS NEWS
SINCE 1891
ennisdailynews.com

972.875.3801 | 215 N. Dallas St, Ste. D | Ennis TX 75119
M-F: 8am - 5pm Central Time | MAIL: P.O.Box 100, Ennis TX 75120

EXHIBIT B

CherryRoad Media

Aaron McDonald
General Manager
Oklahoma & Texas Region
Phone: 405.214.3970
Amcdonald@cherryroad.com

The City of Ennis
Attn: Sumer Coulston

To Whom It May Concern:

Thank you for the opportunity to provide The City of Ennis with information to be used in consideration of selecting The Waxahachie Daily Light as the Designated Newspaper for the period beginning October 1, 2026 through September 30, 2027.

In response to your requests

1) Do we devote not less than 25% of our total column lineage to general interest items? TRUE
2) Is The Daily Light published at least once each week? TRUE
3) Is The Daily Light entered as 2nd Class postal in Ellis County? TRUE
4) Has The Daily Light published regularly and continuously for at least twelve (12) months before the government entity or representative publishes notice? TRUE

The Waxahachie Daily Light publishes every week on Saturday.

Rate information requested

Liner
$.60 per line for first run
$.50 per line for each additional run
Liners will run as a single column (1.313") wide

Classified Legal Display
$7.50 pci
Classified Legal Display will be based on a 6col (8.5")w format.
The total height of a full page is 11.25"

Retail Legal Display
$7.50 pci
Retail Legal Display will be based on a 6col (8.5")w format.
The total height of a full page is 11.25"

CherryRoad Media: Aaron McDonald Date: 9/2/2026

EXHIBIT C

Sept. 2, 2026

City of Ennis

The Waxahachie Sun is the community paper set to serve the residents of Ellis County.
We have been in business since 2018 and have built a strong following, which continues to grow daily in readership; print and digital.
We publish every Wednesday. Our legals notices are posted in print, on our webiste and on the Texas Press Association website each week,.
The cost per notice is $1.25 per line, per day. For display (boxed) ads the cost is $8.50 per column inch. Our weekly deadline is 10 a.m. on Tuesday for that Wednesday's edition. With holiday's, that deadline will move to 10 a.m. on Monday.
I look forward to hearing from you and am available in person, by phone or email to answer any questions you may have.

We, the Waxahachie Sun staff, looks forward to the possiblity of serving the city of Ennis.

Thanks,

Sharon Rexrode

Sharon Rexrode
Chief Revenue Officer
Waxahachie Sun

200 N. Rogers, Ste. B | Waxahachie, TX 75165
www.waxahachiesun.com

EXHIBIT C

Standard Rate Card

ROP & Class Display

Open Rate - $8.50
1 mon. - $8.15
2 mons. - $7.80
3 mons. - $7.50
6 mons. - $7.15
12 mons. - $6.85

**Add 28% for color.*

Classifieds

Open Rate - $1.40 per line, per edition
6 mons. - $1.30 per line, per edition
12 mons. - $1.15 per line, per edition

Weather Sponsor - 6 col. x 2 in.

Open Rate - $125 per issue
6 mons. - $115 per issue
12 mons. - $105 per issue

Employment

Open Rate - $1.60 per line, per edition
6 mons. - $1.45 per line, per edition
12 mons. - $1.20 per line, per edition

**For 6 and 12 mon. agreements, minimum 6 lines, every edition for the agreed time period.*

Top Strip - 6 col. x 2.25 in.

Open Rate - $145 per issue
6 mons. - $135 per issue
12 mons. - $125 per issue

Digital

Open Rate - $210
3 mons. - $200
6 mons. - $175
12 mons. - $140

**Ads are Share of Voice and will run throughout the site.*

Business Line

$1.25 per line, per edition

Garage Sale

8 lines - $15

**Ad will run in print and online*

Home Service Guide

3.85" wide x 1.89" tall
Runs 1st and 3rd Wed. and online
$50 per month

All Rates are net.

200 N. Rogers, Ste. B | Waxahachie, TX 75165
972-316-7707 | waxahachiesun.com

EXHIBIT D

The Ellis County Press

Defending Truth & Freedom Since 1992

Charles D. Hatfield, Jr.
Publisher

www.elliscountypress.com

September 4, 2026
City of Ennis Texas 107
N. Sherman Street Ennis
TX 75119

PROPOSAL FOR DESIGNATION AS THE OFFICIAL NEWSPAPER OF THE CITY OF ENNIS

TO: The Honorable Mayor, City Commission, and Department Heads, City of Ennis, Texas

Qualifications and Proposal for Official Newspaper Designation

Statutory Qualifications: Pursuant to Section 2051.044 of the Texas Government Code, *The Ellis County Press* fully meets and exceeds all legal requirements to serve as the official newspaper for the publication of legal notices for the City of Ennis.

General Interest Content: Devotes not less than 25% of its total column lineage to general interest items.

Frequency of Publication: Published regularly at least once each week.

Postal Status: Entered as periodical postal matter (formerly second-class matter) at the United States Post Office in Ennis, Ellis County, Texas.

Continuous History: Published regularly and continuously since 1992 (over 34 years), far exceeding the statutory requirement of 12 months.

Geographic Jurisdiction: Operates and publishes within the jurisdiction of the City of Ennis.

Local Distribution: Maintains comprehensive physical distribution throughout the City of Ennis at key high-traffic locations.

Digital Reach: Actively distributes 20,296 digital copies via email weekly to verified Ellis County digital subscribers, ensuring maximum community visibility.

Commercial Rate & Service Proposal

To provide the highest value and transparency to the City of Ennis, *The Ellis County Press* proposes the following favorable terms for the upcoming term:

I. Discounted Publication Rate: A preferred municipal rate of $0.65 per word for all official notices, ordinances, and public disclosures.

II. Waived Affidavit Fees: A $0.00 fee for all Publisher's Affidavits of Publication.

III. Complimentary Leadership Distribution: Provision of a complimentary digital edition of The Ellis County Press each week directly to the Mayor, members of the City Commission, and all City Department Heads to keep leadership fully informed.

Conclusion: With more than three decades of trusted local reporting, *The Ellis County Press* remains uniquely positioned to fulfill the city's public notice requirements effectively, economically, and in strict compliance with Texas law.

We respectfully request your consideration for selection as the official newspaper of the City of Ennis

Publisher

EXHIBIT D

ELLIS COUNTY PRESS
To: Sumer Coulston

Good morning, Sumer,

We carry a Thursday dateline, and our deadline is Monday Noon.

If a notice is past deadline, I'll hold space until 10 a.m. Tuesday.

Thanks for the opportunity to work with you.

Kindest regards,

Charles D. Hatfield Jr.
Publisher

Defending Truth and Freedom Since 1992
The Ellis County Press
208 S. Central St.
Ferris, TX 75125-2622
972-544-2369 (O)
214-402-3689 (C)
www.elliscountypress.com
www.ecp-tv.com

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, DESIGNATING THE ENNIS NEWS AS THE OFFICIAL NEWSPAPER FOR THE CITY OF ENNIS, TEXAS, FOR FISCAL YEAR 2027; DESIGNATING THE WAXAHACHIE DAILY LIGHT AS THE ALTERNATE NEWSPAPER FOR FISCAL YEAR 2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 52.004, Local Government Code, requires the City Commission of the City of Ennis, Texas to determine, by ordinance or resolution, a public newspaper to be the official newspaper for the City of Ennis, Texas; and

WHEREAS, the City Commission finds that the Ennis News and Waxahachie Daily Light are public newspapers of general circulation, published at least once a week, and has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Commission finds that the Ennis News and Waxahachie Daily Light are publications that meet all of the criteria legally required of an officially designated newspaper for the City of Ennis.

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

SECTION 1: That the City Commission of the City of Ennis hereby designates the Ennis News as the official newspaper for the City of Ennis for FY 2027 and designates the Waxahachie Daily Light as the alternate newspaper for the City of Ennis for FY 2027.

SECTION 2: That this Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026.

_____

LYNDA ISBELL, Mayor

ATTEST:

_____

BETHANY PREWITT, 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, assigning the FY 2027 Buc-ee's Community Outreach Funds to designated nonprofit recipients.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: City Commission

Staff Contact: Matt Wojnowski, Assistant City Manager

BACKGROUND INFORMATION:

The City of Ennis, Tax Increment Reinvestment Zone #2 (TIRZ #2), and Buc-ee's, Ltd. entered into an Economic Development Agreement on February 23, 2018, to support development of the Buc-ee's Travel Center on approximately 80.34 acres in Ennis. Under this agreement, Buc-ee's is required to make an annual Community Outreach Payment in the amount of $25,000.00 to support community-oriented projects, civic events, and other benevolent purposes as determined by the City Commission. Buc-ee's Ennis, LLC later assumed all rights and obligations of the agreement when Buc-ee's assigned the contract on December 20, 2018.

For the upcoming fiscal year, the City Commission has identified two local nonprofit organizations whose missions align with the community outreach intent of the funds. Ennis Golden Circle Activities Center, Inc. provides meals and programs to Ennis senior residents, and Cara Caters provides food support to children in the community. The Commission intends to direct the annual $25,000.00 Community Outreach Payment equally between these two organizations, allocating $12,500.00 to Ennis Golden Circle and $12,500.00 to Cara Caters, upon receipt of funds from Buc-ee's.

FINANCIAL IMPACT:

Buc-ee's Ennis, LLC is required under the 2018 Economic Development Agreement to make an annual Community Outreach Payment of $25,000.00 to the City of Ennis. This payment is not a City expenditure; it is a contractual revenue designated for community benefit purposes. For FY 2027, the City Commission intends to distribute the funds as follows: $12,500.00 to Ennis Golden Circle Activities Center, Inc., and $12,500.00 to Cara Caters.

POLICY IMPLICATIONS:

This item supports the City's commitment to fostering community well-being and strengthening partnerships with local nonprofit organizations that provide essential services to residents. Ennis Golden Circle supports senior residents through meals and programs, while Cara Caters provides food assistance to children. Allocation of the Community Outreach Payment aligns with the City Commission's goal of promoting civic engagement, supporting vulnerable populations, and directing resources toward benevolent purposes as permitted under the Economic Development Agreement

RECOMMENDATION:

Approval of the resolution directing the FY 2027 Community Outreach Payment from Buc-ee's Ennis, LLC to Ennis Golden Circle Activities Center, Inc. and Cara Caters in equal amounts of $12,500.00 each

ALTERNATIVES:

N/A

ATTACHMENTS:

RESOLUTION NO.-$25,000 COMMUNITY OUTREACH PAYMENT FROM BUC-EE'S ENNIS - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, DIRECTING THE $25,000.00 COMMUNITY OUTREACH PAYMENT FROM BUC-EE'S ENNIS, LLC AND BUC-EE'S ENNIS, LTD, FOR 2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City, TIRZ #2 and Buc-ee's, Ltd. entered into an Economic Development Agreement ("Agreement") dated February 23, 2018, providing economic development incentives to Buc-ee's, Ltd. for the purchase of approximately 80.34 acres within the City of Ennis (the "Property) and construction of a Buc-ee's travel center on the Property; and

WHEREAS, on December 20, 2018, Buc-ee's, Ltd. assigned the Agreement to Buc-ee's Ennis, LLC (collectively, "Buc-ee's"), which assumed all of the rights and obligations of the Agreement; and

WHEREAS, the Agreement required that Buc-ee's make a community outreach payment in the amount of $25,000.00 annually during the term of the Agreement to benefit community-oriented projects, civic events, and other benevolent purposes within the City as determined by the Ennis City Commission ("Community Outreach Payment"); and

WHEREAS, the City Commission of the City of Ennis recognizes the important role that nonprofit organizations and community partners play in meeting the vital needs of residents within the City; and

WHEREAS, the City Commission has decided to direct the 2027 Community Outreach Payment to GOLDEN CIRCLE ACTIVITIES CENTER, INC. ("Ennis Golden Circle") and CARA CATERS; and

WHEREAS, Ennis Golden Circle provides meals and programs for Ennis senior residents, and CARA CATERS provides Ennis children with food.

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

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

SECTION 2: The City Commission hereby directs the Community Outreach Payment for 2027, once received, as follows:

a. $12,500.00 to Ennis Golden Circle; and

b. $12,500.00 to CARA CATERS.

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

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, 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, awarding an annual fuel contract for FY 2027 to Mansfield Oil on Sourcewell Contract #121522-MNF; and authorizing the City Manager, or designee, to execute all documents in connection therewith.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Public Works

Staff Contact: Clint Sumerall, Assistant Public Works Director - Transportation Services

BACKGROUND INFORMATION:

The City of Ennis requires the purchase of annual fuel to maintain daily municipal operations for its fleet and equipment. In prior years, the City issued a competitive bid for fuel services. This year, after review of available procurement options, staff recommends utilizing Sourcewell Cooperative Contract #121522-MNF awarded to Mansfield Oil Company.

FINANCIAL IMPACT:

The cost for fuel has been included in the FY 2027 budget. Account # 001-11260.

POLICY IMPLICATIONS:

The proposed purchase complies with the City of Ennis Purchasing Policy, which allows for the use of cooperative purchasing programs in lieu of a formal bid process when it is determined to provide the best value to the City.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

RESOLUTION NO.-Annual Fuel Contract with Mansfield Oil on Sourcewell Contract #121522-MNF
City of Ennis - Sourcewell Acknowledgment and Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AWARDING AN ANNUAL FUEL CONTRACT FOR FY 2027 TO MANSFIELD OIL ON SOURCEWELL CONTRACT #121522-MNF; AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Ennis requires the purchase of annual fuel to maintain daily municipal operations for its fleet and equipment; and

WHEREAS, pursuant to Chapter 271, Subchapter F of the Texas Local Government Code, the City is authorized to participate in cooperative purchasing such as Sourcewell; and

WHEREAS, Mansfield Oil Company has been awarded Sourcewell Cooperative Contract #121522-MNF, which meets all competitive procurement requirements under state law; and

WHEREAS, the Finance Department finds that utilizing this cooperative contract is the best value to the City and ensures uninterrupted supply of fuel for City operations.

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

SECTION 1: That the City Commission is hereby authorized to award the annual fuel contract to Mansfield Oil Company through Sourcewell Cooperative Contract #121522-MNF.

SECTION 2: That all purchases of fuel under this Resolution shall be made in compliance with City purchasing policies and applicable state laws.

SECTION 3: 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 20th day of October, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS

This **AGREEMENT AND ACKNOWLEDGMENT FOR SALE OF PETROLEUM PRODUCTS** (the "Acknowledgment") is made effective this day of _____ (the "Effective Date") by and between **CITY OF ENNIS**, with an address of 3031 S Oak Grove Rd, Ennis TX 75119 ("Customer"), and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC**. with an address of 1025 Airport Parkway, SW, Gainesville, Georgia 30501 ("Mansfield").

WHEREAS, Mansfield and Customer intend to enter into an agreement the terms and conditions of which shall be governed by the contract set forth by Sourcewell utilizing as their said contract #121522-MNF (hereinafter, the "Agreement"), the terms of which are hereby incorporated herein by reference; and,

WHEREAS, the parties desire to execute this Acknowledgment and add new items as set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer and Mansfield agree that the terms of the Agreement are hereby incorporated and amended as follows:

1. ADHERENCE TO AGREEMENT TERMS. Except as otherwise specifically provided herein, the parties hereto expressly adopt and incorporate by reference all of the terms and conditions set forth in the Agreement referenced above, including all attachments thereto. The parties hereto further expressly agree to adhere to and abide by all such terms set forth in the Agreement, which shall be fully enforceable and govern all transactions between the parties hereto as of the Effective Date of this Acknowledgment.

2. TERM AND AUTOMATIC RENEWAL. The Term of this Agreement is for one (1) year from the effective date of the Agreement. Thereafter, the parties hereto may also choose to renew this Acknowledgment for additional one (1) year term periods. In the event the parties hereto fail to execute a term extension addendum to this Acknowledgment and Customer continues utilizes Mansfield's services and placing orders for Petroleum Products with Mansfield after the applicable expiration date, the parties agree that this Acknowledgment shall automatically renew in continuous one (1) year term periods.

2. PRICING. Schedule A, attached hereto and incorporated herein by reference, shall govern pricing and product details, and may be changed by the parties via amendment from time to time.

3. NOTICES. All written notices or other communications under this Acknowledgment shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by U.S. Postal Services or other delivery service to the following addresses:

Customer: City of Ennis
3031 S Oak Grove Rd
Ennis, TX75119
Attn: _____

Mansfield: Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501
Attn: Dan Luther, with a copy to same address, Attn: Legal Dept.

4. ENTIRE AGREEMENT. This Acknowledgment, together with all referenced attachments and Agreements, shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior oral and written communications, agreements and understandings of the parties with respect to the subject of this Agreement. No modifications hereof shall be effective unless expressly set forth in writing signed by an authorized representative of both parties hereto.

The parties intending to be legally bound have caused this Acknowledgment to be executed by their duly authorized representatives on the dates set forth below.

CITY OF ENNIS, TX	**MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Execution Date: _____	**Execution Date:** _____

<u>By executing this Acknowledgment, both parties are agreeing they have received and understand the terms and conditions of the Agreement (as set by Sourcewell). Such agreement can be found at the following link/web address: https://www.sourcewell-mn.gov/cooperative-purchasing/121522-mnf</u>**

SCHEDULE A - CUSTOMER PRICING

- **Product (exclusive of any applicable taxes):**
  - Full Truck Load - ULSD Clear Diesel:
    OPIS Dallas Metro, TX Same Day Gross Contract Average - $0.0220 per gallon
  - Full Truck Load - Gasoline:
    OPIS Dallas Metro, TX Same Day Gross Contract Average - 0.0349 per gallon
  - Tank Wagon (generators) -Diesel:
    OPIS Dallas Metro, TX Same Day Gross Contract Average +.4500 per gallon
- DEF Supply – Bulk Refill
  - Mansfield Oil's Cost for DEF + $0.1000
- DEF Supply – Packaged DEF
  - Mansfield Oil's Cost for DEF + $0.1500
- **Freight Charges (exclusive of any applicable taxes):**
  - All Freight Charges are pass-throughs under the Sourcewell agreement.
    - Estimated Freight
      - Full Truck load Diesel: + $0.0510 per gallon
      - Full Truck load Gasoline: + $0.0439 per gallon
      - Tank Wagon generator deliveries: $319.95 per delivery
    - Pump Fees, Delivery Fees, Split Fees, Minimum Freight, and Demurrage at Customer Sites will also be pass-throughs to the Customer.

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 acceptance of a Fiscal Year 2027 Routine Airport Maintenance Program (RAMP) Grant from the Texas Department of Transportation Aviation Division for Ennis Municipal Airport (F41); authorizing execution of the Reimbursable Grant Agreement; committing local matching funds; and authorizing necessary Budget Amendments.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Economic Development

Staff Contact: Miriam Castillo, Economic Development Director

BACKGROUND INFORMATION:

The City of Ennis has been awarded funding through the Texas Department of Transportation (TxDOT) Aviation Division's Fiscal Year 2027 Routine Airport Maintenance Program (RAMP) for the Ennis Municipal Airport (F41). The City has successfully participated in the RAMP program in prior fiscal years as part of its ongoing commitment to preserving airport infrastructure and maintaining compliance with state aviation standards.

The RAMP program provides state financial assistance for eligible airport maintenance activities, helping local sponsors offset routine but essential capital preservation costs. For FY 2027, the estimated total eligible project cost is $111,111.11. TxDOT will reimburse ninety percent (90%) of eligible expenses, not to exceed $100,000.00, while the City is responsible for the required ten percent (10%) local match in the amount of approximately $11,111.11.

Eligible expenditures under the RAMP program include approved maintenance items that preserve airfield pavement, lighting systems, airside facilities, and other airport infrastructure. The program specifically excludes routine operating expenses such as utilities, personnel costs, insurance, and mowing services. All expenditures are reimbursable only after completion of eligible work and submission of proper documentation in accordance with TxDOT grant requirements.

Participation in RAMP allows the City to leverage state funds to maintain airport facilities in safe operating condition, while reducing the burden on local airport revenues. Continued participation also supports compliance with state aviation standards and strengthens the City's eligibility for future state and federal aviation funding opportunities.

The acceptance of this grant and authorization of the required local match will allow the City to proceed with eligible maintenance activities during Fiscal Year 2027 and ensure the continued safe and reliable operation of the Ennis Municipal Airport.

FINANCIAL IMPACT:

$11,111,11 will need to be allocated as a match.

RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

RESOLUTION NO.-Resolution to accept TxDOT 2027 RAMP $100,000 Grant RAMP2027

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING ACCEPTANCE OF A FISCAL YEAR 2027 ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) AVIATION DIVISION FOR ENNIS MUNICIPAL AIRPORT (F41); AUTHORIZING EXECUTION OF THE REIMBURSABLE GRANT AGREEMENT IN THE AMOUNT OF $100,000; COMMITTING LOCAL MATCHING FUNDS; AUTHORIZING NECESSARY BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas (the "City"), is the owner and sponsor of Ennis Municipal Airport (F41); and

WHEREAS, the Texas Department of Transportation Aviation Division ("TxDOT Aviation") administers the Routine Airport Maintenance Program (RAMP) pursuant to Texas Transportation Code Chapters 21 and 22; and

WHEREAS, TxDOT Aviation has awarded the City financial assistance under the Fiscal Year 2027 RAMP Program for eligible airport maintenance activities at Ennis Municipal Airport under TxDOT Project ID: M2618ENNI; and

WHEREAS, the estimated total annual routine airport maintenance project cost is $111,111.11, of which TxDOT Aviation will provide ninety percent (90%) of eligible project costs not to exceed $100,000.00, and the City is responsible for a ten percent (10%) local match estimated at $11,111.11; and

WHEREAS, the City Commission finds that participation in the RAMP 2027 Program serves a legitimate public purpose by preserving airport infrastructure, maintaining compliance with state aviation standards, promoting public safety, and supporting aviation-related economic development within the City of Ennis.

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

SECTION 1: The City Commission hereby accepts the Fiscal Year 2027 TxDOT Aviation Routine Airport Maintenance Program (RAMP) Grant for Ennis Municipal Airport (F41) under TxDOT Project ID M2618ENNI.

SECTION 2: The City Commission hereby commits to providing the required local match in an amount not to exceed $11,111.11, representing ten percent (10%) of eligible project costs, from legally available funds designated for airport purposes.

SECTION 3: The City Commission hereby authorizes the City Manager, or designee, to execute the Reimbursable Grant Agreement and any and all related agreements, certifications, assurances, reimbursement requests, amendments, and other documents necessary to implement and administer the RAMP 2026 project in accordance with TxDOT Aviation requirements and applicable state law.

SECTION 4: The City Commission hereby authorizes the City Manager and Finance Director to prepare and implement any necessary budget amendments, appropriations, and accounting adjustments required to:

- Recognize the receipt of state grant funds in an amount not to exceed $100,000.00;
- Appropriate matching funds in an amount not to exceed $11,111.11.

SECTION 5: The City Manager and City staff are authorized and directed to take all actions reasonably necessary to ensure compliance with the terms of the Reimbursable Grant Agreement, including audit compliance, recordkeeping, reporting requirements, and maintenance of the Airport Fund in accordance with state law and grant conditions.

SECTION 6: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

TEXAS DEPARTMENT OF TRANSPORTATION

REIMBURSABLE GRANT AGREEMENT
FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2718ENNI

Part I - Identification of the Project

TO: The City of Ennis, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

The Texas Department of Transportation (department) is authorized under Texas Transportation Code, Chapter 21, and Chapter 22, to assist in the development and maintenance of airports in the state.

This Reimbursable Grant Agreement is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Ennis, Texas, (hereinafter referred to as the "Sponsor").

This Reimbursable Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

“Infrastructure preservation” shall mean work directly supporting aeronautical activity on the airfield, terminals, control towers, sponsor-owned hangars, runways, taxiways, and aprons, including but not limited to crack sealing, seal coating, pavement marking, and minor asphalt or concrete patching, including ancillary activities.

"Airport safety activities" shall mean the direct maintenance, repair, or replacement of items and systems principally intended for aviation safety. This includes, but is not limited to, airfield lighting systems, airfield guidance signs, wind indicators, and runway obstruction removal.

The scope of service for this project is for infrastructure preservation and airport safety activities at the ENNIS - ENNIS MUNI Airport.

Pursuant to the terms and conditions set forth in the RAMP Grant Agreement, reimbursement of expenses is strictly limited to those costs that are directly associated with eligible infrastructure preservation, airport safety activities, and exclusions stated in this RAMP Grant Agreement. Refer to Part III of this RAMP Grant agreement for additional requirements applicable to certain equipment.

Ineligible Costs: For the avoidance of doubt, the following costs are expressly ineligible for reimbursement under this program: a) All routine operational expenses, including but not limited to salaries, rent, utilities, fuel, and insurance; b) Groundskeeping services, including mowing; c) Force account work performed by the Sponsor's own employees; and d) Any expense not directly attributable to pre-approved infrastructure preservation and airport safety activities.

The exception to this exclusion applies to Airport Operations Counting Systems and Automated Weather Observing Systems (AWOS), including eligible maintenance, repair, subscription, certification, and connectivity costs. Such expenses are eligible for reimbursement under this Grant when adequately documented and otherwise compliant with program requirements.

By submitting a reimbursement request, the Sponsor affirms and certifies that all applicable provisions of the RAMP Grant Agreement have been satisfied. Furthermore, the Sponsor attests that the scope of work described in the reimbursement submission is intended exclusively to supplement infrastructure preservation and airport safety activities and does not constitute, support, or subsidize airport operational functions. This certification is made in accordance with applicable state funding regulations and the eligibility criteria enumerated in the scope of service.

Part II - Offer of Financial Assistance

1. For the purposes of this Reimbursable Grant Agreement, the annual routine airport maintenance project cost is estimated to be $111,111.11 (Amount A).

   State financial assistance granted will be used solely and exclusively for infrastructure preservation and airport safety activities, and airport operations counting systems as approved by the State. State financial assistance will be for ninety percent (90%) of the eligible project costs for this project or a maximum of $100,000.00 (Amount B), whichever is less, per fiscal year and subject to availability of state appropriations.

   The Sponsor’s share of project costs will be for ten percent (10%) of the eligible project costs (Amount C).

   This Reimbursable Grant Agreement provides for reimbursement of costs that have already been incurred by the Sponsor, work is complete and/or goods and materials have been provided to the Sponsor and all contractors, subcontractors, and/or vendors will have been paid before a request for reimbursement is submitted to the State.

   Unused funds are non-transferable to any other Sponsor, city, county, or airport and shall not be carried over to the subsequent fiscal year.

   Scope of Services of this Reimbursable Grant Agreement, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services

   Only work items as described in Scope of Services of this Reimbursable Grant Agreement are reimbursable under this Reimbursable Grant Agreement.

   All goods and/or materials procured, and all work and/or services performed, shall occur subsequent to the execution of this Reimbursable Grant Agreement and on, or before, the last day of the State’s fiscal year, August 31st.

2. Work, services, goods, and/or materials rendered or paid for by the Sponsor prior to the execution of this Reimbursable Grant Agreement shall not be eligible for reimbursement. This Reimbursable Grant Agreement shall be deemed executed upon the affixation of signatures by all parties involved. The date of the final signature shall be recognized as the official Reimbursable Grant Agreement execution date.

3. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and cost reasonableness prior to work commencement. Cost reasonableness will be determined by comparison to historical costs for similar work, independent cost estimates, or other methods deemed appropriate by the State.

4. This Reimbursable Grant Agreement shall terminate upon completion of the scope of services, exhaustion of funds, or on the last day of the fiscal year.

5. The State retains the right to obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, and 90% of the annual subscription fee for subsequent years.

3. Eligibility Requirements

   a. The Equipment must include the following items, at a minimum;

      1. Triangulation

      2. Noise abatement

      3. Aircraft tracking data for 30 days

4. Identification of pavement utilization by airplane design group for the entire airport

5. Equal effectiveness at both towered and non-towered airports

6. Tracking of military and government aircraft, including FAA blocked aircraft

b. In order for costs to be eligible for RAMP reimbursement:

1. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Reimbursable Grant Agreement for that year, and comply with all Reimbursable Grant Agreement requirements.

c. The State may conduct on-site or off-site monitoring reviews of the Equipment any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Reimbursable Grant Agreement and any subsequent amendments;

2. whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Reimbursable Grant Agreement and any subsequent amendments, and are fully and accurately reflected in reports submitted to the State.

d. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

4. For any lighting system installation, replacement, modification, relocation, or adjustment that requires an FAA flight check, all associated work must be completed, commissioned, and placed into operational service within the same Grant fiscal year to be eligible for reimbursement.

   If the required FAA flight check is not completed, does not receive a passing determination, or is completed after the end of the Grant fiscal year, all costs associated with the lighting system project, including but not limited to materials, equipment, labor, installation, modification, relocation, adjustment, and flight check expenses, shall be expressly ineligible for reimbursement under this Grant.

   FAA flight check costs are eligible for reimbursement only when the associated lighting system installation, replacement, modification, relocation, or adjustment was funded and reimbursed under this RAMP Grant. Flight checks performed for any other purpose, project, or funding source are ineligible for reimbursement under this Grant.

Part IV - Sponsor Responsibilities

1. In accepting this Reimbursable Grant Agreement, if applicable, the Sponsor guarantees that:

   a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Reimbursable Grant Agreement; and

   b. the Airport or navigational facility which is the subject of this Reimbursable Grant Agreement shall be controlled by the Sponsor for a period of at least 20 years; and

   c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Reimbursable Grant Agreement; and

   d. all funds used for safety related asset maintenance will require the asset to remain in the possession and ownership of the Sponsor for a period of at least 20 years, or the expected life span of the item; and

   e. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips taxiways, parking aprons, roads, airport lighting, and navigational aids; and

   f. through the fence access shall be reviewed and approved by the State; and

g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

h. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

i. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

j. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of monies identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

k. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

l. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

m. no Small Capital Improvement Project shall be initiated without the express guidance and prior written approval of the Texas Department of Transportation's Aviation Division. The Sponsor hereby acknowledges and agrees that failure to obtain such pre-approval shall constitute a breach of this RAMP Grant Agreement and shall result in the Sponsor's forfeiture of eligibility for reimbursement of any costs or expenses incurred in connection with the unauthorized project.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this Reimbursable Grant Agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this offer and ratification and adoption of this Reimbursable Grant Agreement shall be evidenced by execution of this Reimbursable Grant Agreement by the Sponsor. The Reimbursable Grant Agreement shall comprise a contract, constituting the obligations and rights of the State and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this Reimbursable Grant Agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Reimbursable Grant Agreement, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services and proof of payment. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Reimbursable Grant Agreement shall comprise a Reimbursable Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Reimbursable Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this Reimbursable Grant Agreement.

PART V - Amendments

This Reimbursable Grant Agreement may require an amendment to the scope of services if work contracted by TxDOT is required.

In the event an amendment is required, all parties will agree to the terms specified in the amended Reimbursable Grant Agreement and the following terms apply:

1. The amended Reimbursable Grant Agreement shall be executed prior to work related to the amended scope is provided.

2. Sponsor, by accepting this Reimbursable Grant Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

3. Upon execution of this Reimbursable Grant Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   a. Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

4. If additional funds are required after the work is complete to fund the Sponsor’s share, the State shall request funds from Sponsor at the financial closure of the project.

5. The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

PART VI - Recitals

1. This Reimbursable Grant Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this Reimbursable Grant Agreement to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this Reimbursable Grant Agreement be in addition to those local funds normally dedicated for airport maintenance.

3. This Reimbursable Grant Agreement is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Reimbursable Grant Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Reimbursable Grant Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Reimbursable Grant Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Reimbursable Grant Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Reimbursable Grant Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Reimbursable Grant Agreement null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Reimbursable Grant Agreement, or for enforcement of any of the provisions of this Reimbursable Grant Agreement, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Reimbursable Grant Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Reimbursable Grant Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Acceptance of the Sponsor

The City of Ennis, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Reimbursable Grant Agreement.

Acceptance of the Sponsor executed this _____day of _____, 20____.

The City of Ennis, Texas

_____
(*Sponsor*)

_____
(*Sponsor Signature*)

_____
(*Sponsor Title*)

_____
(*Date*)

Additional Sponsor Signature (If Applicable)

_____
(*Sponsor Signature*)

_____
(*Sponsor Title*)

_____
(*Date*)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

Dan Harmon
_____
(*Typed Name*)

Director, Aviation Division
_____
(*Title*)

_____
(Date)

Certification of State Single Audit Requirements

I, _____
(Designated Representative)

do certify that the City of Ennis will comply with all requirements of the State of Texas Single Audit Act if the City of Ennis spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Ennis will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

City of Ennis
(Sponsor)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Additional Sponsor Signature (If Applicable)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Designation of Sponsor's Authorized Representative

TxDOT Project ID: M2718ENNI

The City of Ennis designates,

_____,
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this Reimbursable Grant Agreement and who shall make or shall acquire approvals and disapprovals for this Reimbursable Grant Agreement as required on behalf of the Sponsor.

Designated Representative Information:

Physical Mailing Address:

Phone Number:

Email address:

The City of Ennis, Texas
(*Sponsor*)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

Additional Sponsor Signature (If Applicable)

_____
(Sponsor Signature)

_____
(Sponsor Title)

_____
(Date)

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 lease agreement between the City of Ennis and the Ennis Economic Development Corporation for approximately 3,200 square feet of property located at 301 N.W. Main Street, Ennis, Texas for a dog park; authorizing the Mayor to execute the agreement; providing a severability clause; and providing an effective date.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Economic Development

Staff Contact: Miriam Castillo, Economic Development Director

BACKGROUND INFORMATION:

The Ennis Economic Development Corporation (EEDC) owns the property currently proposed for use by the City of Ennis as a public dog park. In order to formally establish the City's right to occupy, operate, and maintain the property for this public purpose, the City and EEDC propose entering into a lease agreement.

In recognition of the City's financial participation in the creation of the dog park at the subject property through the installation of fencing, benches, trash cans, and a watering system, as well as the ongoing maintenance of the Property, and the public benefits derived therefrom, the EEDC and the City desire to establish a reasonable and clearly defined relationship through the proposed Property Lease.

RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

RESOLUTION NO.-301 NW Main City/EDC Lease Agreement - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF ENNIS AND THE ENNIS ECONOMIC DEVELOPMENT CORPORATION FOR APPROXIMATELY 3,200 SQUARE FEET OF PROPERTY LOCATED AT 301 N.W. MAIN STREET, ENNIS, TEXAS FOR A DOG PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis, Texas (the "City") and the Ennis Economic Development Corporation ("EEDC") share a close and cooperative relationship in pursuing the economic vitality, community growth, and overall quality of life within the City of Ennis; and

WHEREAS, the EEDC is the legal owner of certain real property located at 301 N.W. Main Street, Ennis, Texas ("Property"); and

WHEREAS, in recognition of the City's financial participation in the creation of the dog park at the Property, maintenance of the Property, and the public benefits derived therefrom, the EEDC and the City desire to establish reasonable and clearly defined rights for the City to occupy and utilize Property Lease.

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

SECTION 1: The findings and recitals contained in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein for all purposes as if fully set forth in this Section.

SECTION 2: The City Commission hereby approves the proposed Lease Agreement between the City of Ennis, as Tenant, and the Ennis Economic Development Corporation, as Landlord, concerning approximately 3,200 square feet of property located at 301 N.W. Main Street, Ennis, Texas, substantially in the form attached hereto as Exhibit "A" for a Dog Park. The City Commission further authorizes the proposed Agreement to be presented to the Ennis Economic Development Corporation Board of Directors for consideration and approval.

SECTION 3: The Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Ennis and to execute such ancillary documents and take such administrative actions as may be reasonably necessary to implement the Agreement.

SECTION 4: If any provision, section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Resolution shall not be affected thereby, and the City Commission hereby declares that it would have adopted this Resolution and each remaining provision thereof irrespective of the invalidity of any particular provision.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

STATE OF TEXAS §
§ **DOG PARK LEASE**
COUNTY OF ELLIS §

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

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

WHEREAS, the Parties recognize that a vital downtown area, where residents live, work, and play, is essential to this effort; and

WHEREAS, the EEDC is the legal owner of the property located at 302 N. Dallas Street, Ennis, Texas; and

WHEREAS, a dog park is an amenity that attracts people to reside in the downtown area and draws residents from the entirety of Ennis, thus increasing downtown visitation; and

WHEREAS, the Parties collaborated in 2018 on creating a dog park on 3,200 square feet at 302 N. Dallas Street (the 3,200 square feet shall hereafter be referred to as the "Property"); and

WHEREAS, on August 17, 2018, the City Commission approved the creation of the dog park at the Property, and the City improved the Property with fencing, benches, trash cans, and a watering system; and

WHEREAS, in recognition of the City's financial participation in the creation of the dog park at the Property, maintenance of the Property, and the public benefits derived therefrom, the Parties desire to establish reasonable and clearly defined rights for the City to occupy and utilize Property, consistent with the terms and limitations set forth in this Lease; and

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

I. PROPERTY

1.01 Description. The EEDC hereby leases to the City the Property which is depicted in Exhibit A.

1.02 Tenant's Use of the Property. Tenant's' use of the Property during the term of the Lease is exclusive, but shall be open to the public as a dog park under reasonable rules established by the City.

II. TERM OF LEASE

2.01 **Term:** The term of this Lease is for one (1) year, beginning on the _____ day of _____2026, and ending on the _____ day of _____ 2027, as provided in this Lease ("Lease Term"). Unless terminated as provided in this Lease, this Lease shall renew for successive terms of one year with the same terms and conditions.

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

III. RENT

3.01 The Parties consider the contribution of the City to support the creation of the dog park at the Property and the maintenance thereof as pre-payment of the rent for the Lease Term and any extension periods.

IV. USE OF PROPERTY

4.01 **Permitted Use:** Tenant will use the Property only for the purpose of a dog park.

4.02 **Compliance with Laws:**

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

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

4.03 **Condition of Property:** Tenant acknowledges and agrees and does hereby accept the Property AS IS with all faults.

V. MAINTENANCE AND SURRENDER

Maintenance and Surrender by Tenant: Tenant will maintain the Property in as good a state of repair and condition as they existed on the first day of the Lease Term, except for

reasonable wear and tear and damage by fire, tornado, or other casualty.

VI. UTILITIES AND TAXES

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

VII. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

7.01 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, which shall not be unreasonably denied or delayed.

7.02 **Property of Landlord:** Upon termination, the Tenant may remove any benches on the Property. All other alterations, additions, or improvements made by Tenant will become Landlord's property when this Lease terminates.

VIII. INSPECTION BY LANDLORD

Landlord and its officers, agents, employees, and representatives may enter any part of the Property during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this Lease).

IX. ASSIGNMENT AND SUBLEASE

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

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

X. INSURANCE

The City is part of the Texas Municipal League Intergovernmental Risk Pool, has listed this Property as covered by the Risk Pool.

XI. DEFAULT

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

(a) Tenant fails to comply with any term or covenant of this Lease and does not cure

the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in default if Tenant is proceeding to cure the failure and Tenant continues in good faith to cure such failure.

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

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

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

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

XII. MISCELLANEOUS

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

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

If to **Landlord**:
Ennis Economic Development Corporation
c/o Chairperson
201 N.W. Main Street
Ennis, Texas 75119

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

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

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

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

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

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

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

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

The undersigned Landlord and Tenant execute this Lease on the _____ day of _____, 2026.

Landlord:

By: _____
Ennis Economic Development Corporation
Brian Wartsbaugh
President

LESSOR ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Brian Wartsbaugh, President of the Ennis Economic Development Corporation.

_____
Notary Public, State of Texas
My Commission expires: _____

Tenant:

By: _____
City of Ennis
Lynda Isbell
Mayor

LESSEE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY ELLIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Kameron Raburn, Mayor, City of Ennis, a Texas municipal corporation and home rule city of the state of Texas, situated in Ellis County, Texas..

_____
Notary Public, State of Texas
My Commission expires: _____

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

Exhibit A –
Property

301 NW MAIN ST, ENNIS TX, 75119

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.289-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision. CONTINUED FROM THE AUGUST 18, 2026 CITY COMMISSION MEETING.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Planning & Development

Staff Contact: Erica Stubbs, Senior Planner

BACKGROUND INFORMATION:

The 124.289-acre property is located at 2200 Country Club Road, immediately adjacent to the northernmost portion of Lake Clark. The property is situated between fully developed residential neighborhoods to the north, south and east. The western boundary abuts the floodplain.

The property is currently split zoned Agricultural (A) and Single-Family Residential-10 (R-10). The applicant requests a zoning change to Planned Development (PD) for the development of a residential rural estate style subdivision named "Tranquility Subdivision".

The concept plan for the Tranquility Subdivision consists of 87 single-family residential lots, 1 common area lot and 2 linear lots reserved for entry features, monuments and signage. The average single-family lot size in the subdivision is 1.27 acres. Minimum single-family lot size is 1 acre and maximum single-family lot size is 3.23 acres. Gross density of the proposed Tranquility Subdivision is .7 dwelling units per acre. Net density is .79 dwelling units per acre. The proposed minimum home size in the Tranquility Subdivision is 2,400 square feet with prices anticipated in the range of $650,000 - $800,000 and possibly higher based upon similar developments in Ellis County. Estimated home prices are not inclusive of the property.

Planned Development (PD) zoning has been requested to allow for the development of a subdivision that falls below the City adopted standards contained in the Unified Development Ordinance, Infrastructure Design Standards, and Municipal Code of Ordinances. These variances from the standards specified by the UDO include:

- No curb and gutter for all streets
- Open drainage ditches
- Reduced walkability

- No connection to City sewer
- Exceeding the amount of lots allowed to be served by a single cul-de-sac
- Size and number of accessory structures

No amenities are proposed for this subdivision.

Wastewater is proposed to be served through individual, lot-level aerobic on-site sewage facilities (OSSF) in lieu of connecting to the City's wastewater system. This will require the applicant to file a separate appeal to City Commission for consideration to install OSSF on the residential lots due to the property's proximity to an organized sewage system. (ref. Ennis Code of Ordinances Sec. 18-407). Rezoning the property does not grant the applicant the ability to install OSSF.

Notification letters were sent to the eighty (80) surrounding property owners within 200 feet. One (1) approval and twenty-six (26) protests were returned. This rezoning request seeks to create additional residential development than the existing zoning and therefore requires protests from at least 60 % of the area of lots or land immediately adjoining the area covered by the zoning change and extending 200-feet from that area in order to require a favorable vote of a majority of all members of City Commission. The total area of land of those against the zoning change reaches 29.03 % and does not require a favorable vote of a majority of all City Commission members in order to be approved.

This item was tabled at the June 8, 2026, Planning and Zoning Commission meeting.

On June 11, 2026, the applicant held an informational meeting for surrounding property owners at the Ennis Public Library. As a result of this meeting, the applicant submitted a revised set of development standards and a concept plan for Planning and Zoning Commission's consideration.

On July 13, 2026, the Planning and Zoning Commission conducted a public hearing to consider the applicant’s request. The Commission voted unanimously in favor (5-0) of the zoning change with conditions that the home sizes be a minimum of 2,400 square feet and the HOA bylaws be submitted to City Commission.

A Traffic Impact Analysis was submitted on August 10, 2026.

On August 18, 2026, the Ennis City Commission conducted a public hearing to consider the applicant's request. The City Commission voted to continue the public hearing to October 20, 2026, to allow the applicant additional time to clarify sidewalk placement and width, collector street construction standards, and overall development standards. Following the August 18, 2026, City Commission meeting, the applicant submitted updates to the development standards.

These updates/ changes include the following:

- Sidewalk plan submitted. Plan indicates location of sidewalks and provides section details for sidewalks.
- Photographic sidewalk placement example submitted.
- Development Standards, Sec. 6.2, Cul-de-Sac Radius increased from 50-foot minimum to 55-foot minimum.
- Development Standards, Sec. 6.2, Cul-de-Sac Length decreased from 1,400 feet maximum from the nearest intersection to 1,140 feet maximum from the nearest intersection.
- Development Standards, added Sec. 6.7, Street Requirements, prohibiting street parking and maintaining emergency access connections at Phillips Drive, Sundale Street, Sunset Drive, and Bluebonnet Hills Drive.

RECOMMENDATION:

Staff does not recommend approval of this item based upon the following:

- The concept plan does not meet the fire code requirements for number of lots served by a cul-de-sac. This is a safety concern.
- The concept plan does not meet the Review and Approval Criteria as specified by UDO Section 3.3.4 (8) (c). Specifically, items i., iv., and viii.

Planning and Zoning Commission recommends approval.

ATTACHMENTS:

ZAXA-26-6_Letter of Intent
ZAXA-26-6_Vicinity Map
ZAXA-26-6_Aerial Map
ZAXA-26-6_Zoning Exhibit
ZAXA-26-6_Current & Proposed Zoning
ZAXA-26-6_Concept Plan_Updated_2026 06 22
ZAXA-26-6_Concept Plan_Staff Notes & Setback Examples
ZAXA-26-6_Development Standards_REVISED_9.23.26
ZAXA-26-6_DRAFT_COPY_Tranquility-DCCRs
ZAXA-26-6_Referenced City Standards
ZAXA-26-6_ MemorandumBuffer CC
ZAXA-26-6_SPO Responses
ZAXA-26-6_PPT Slides

Tranquility Estates, Ennis, Texas

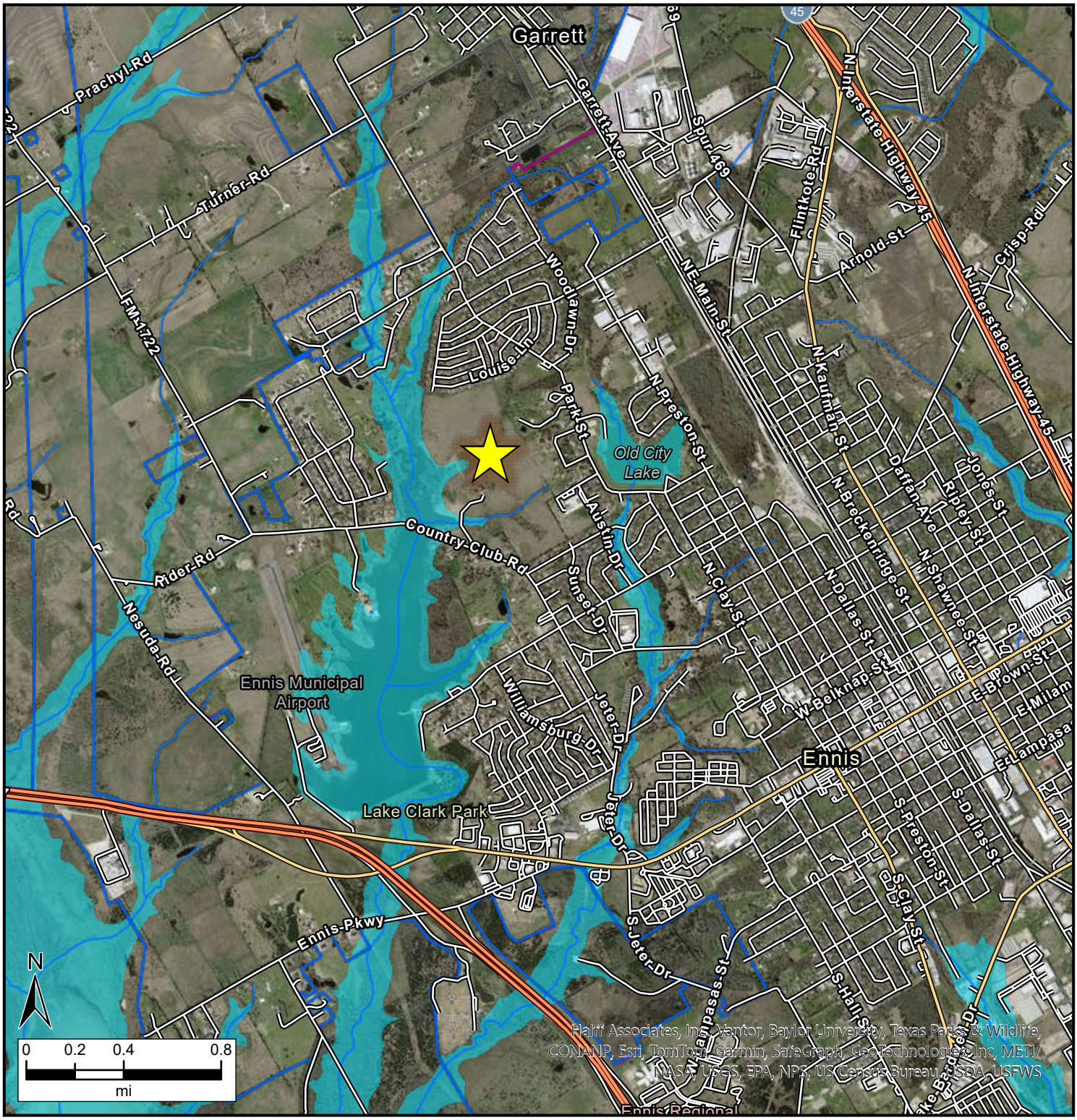
Oakhull Investments, LLC is pleased to present Tranquility Estates, a residential development opportunity located within the city of Ennis, Texas. This thoughtfully planned ±1 acre residential project is designed to deliver high-quality living in a peaceful, low-density setting while remaining well connected to the broader Dallas–Fort Worth Metroplex.

Tranquility Estates is situated in Ennis, just 30 minutes south of Dallas and approximately 11 minutes from Waxahachie, offering residents the ideal balance of small-town charm and metropolitan accessibility. The development emphasizes privacy, open space, and community-oriented living—an increasingly desirable lifestyle choice for homeowners seeking tranquility without sacrificing convenience. **This neighborhood will offer move-up homes tailored to stable, higher-income buyers seeking long-term value.**

The City of Ennis benefits from exceptional regional connectivity, positioned at the crossroads of Interstate 45, US Highway 287, and US Highway 34. As part of the dynamic Dallas–Fort Worth Metroplex, Ennis provides access to a strong employment base, quality healthcare, educational opportunities, and essential services, while maintaining lower density, reduced traffic, and a more relaxed pace of life compared to core urban markets.

Ellis County continues to experience significant population and economic growth, ranking among the fastest-growing counties in the nation. Its affordability, strategic location, and expanding infrastructure make it an increasingly attractive destination for residential development. Tranquility Estates is well positioned to benefit from these favorable market fundamentals, offering long-term value supported by sustained demand for thoughtfully designed residential communities in Ennis.

Vicinity Map

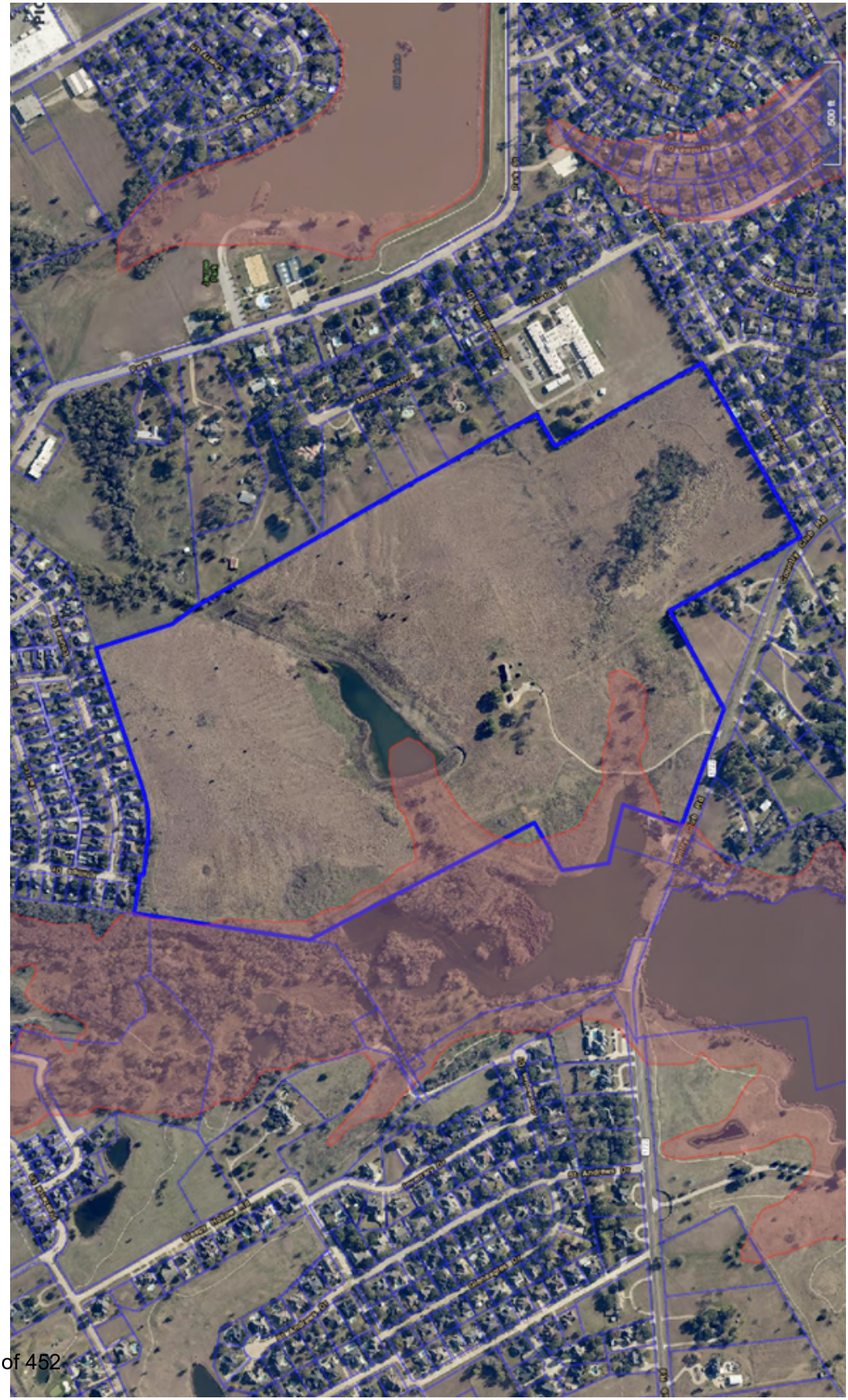


Legend

- Ennis ETJ
- Ennis City Limits
- Other Cities Limits
- Floodway
- 1% Annual Chance Flood Hazard Area
- 0.2% Annual Chance Flood Hazard Area
- Profile Baseline
- Water Line
- Cross Section
- Base Flood Elevation

ENNIS TEXAS
The bluebonnet spirit of Texas

F.1.



LEGAL DESCRIPTION:

BEING all that parcel of land located in the City of Ennis, Ellis County, Texas and being a part of the William Garrett Survey, Abstract Number 382, a part of the John Holt Survey, Abstract Number 452, a part of the John F Reagor Survey, Abstract Number 931 and a part of the BF Reagor Survey, Abstract Number 943, and being a part of that called 125.40 acre tract of land described deed to Pallen Family Limited Partnership recorded in Volume 2615, Page 1034, Deed Records Ellis County, Texas and being further described as follows:

COMMENCING at a one inch iron pipe found at the southerly west corner of said 125.40 acre tract of land, said point being at the south corner of that called 0.7295 acre tract of land described in deed to Michael B. French and wife, Shelli L. French recorded in Volume 2308, Page 1016, Deed Records Ellis County, Texas, said point being at the southerly west corner of that called 0.6002 acre tract of land described in deed to Michael French and Shelli French recorded in Volume 2767, Page 1018, Deed Records Ellis County, Texas and said point being in the northeasterly right-of-way line of Country Club Road (Farm-to-Market Highway No. 1722, an 80' right-of-way);

THENCE South 70 degrees 19 minutes 27 seconds East, 10.61 feet along the northeasterly right of way line of Country Club Road to a one-half inch iron rod with cap stamped "3B" set at the south corner of said 0.6002 acre tract of land and being the POINT OF BEGINNING of this tract of land;

THENCE North 18 degrees 20 minutes 49 seconds East, 299.30 feet to a one-half inch iron rod with cap stamped "3B" set at the east corner of said 0.6002 acre tract of land;

THENCE North 77 degrees 28 minutes 43 seconds West, 206.52 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 0.6002 acre tract of land, said point being in the southwesterly line of said 125.40 acre tract of land and said point being in the easterly line of Lake Clark;

THENCE along the southwesterly line of said 125.40 acre tract of land and along the easterly line of Lake Clark as follows:

North 71 degrees 07 minutes 33 seconds West, 120.71 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 11 degrees 23 minutes 33 seconds West, 203.98 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 59 degrees 29 minutes 08 seconds East, 280.22 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 30 degrees 30 minutes 52 seconds West, 1,095.82 feet to a two and one-half inch iron pipe found at the west corner of said 125.40 acre tract of land and being at the southerly east corner of that called Tract Two, a 21.405 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1815, Page 1654, Deed Records Ellis County, Texas;

THENCE North 06 degrees 23 minutes 54 seconds East, 976.32 feet along the northwesterly line of said 125.40 acre tract of land to a one-half inch iron rod with cap stamped "3B" set in the southeasterly line of that called Tract I, a 63.1580 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1505, Page 187, Deed Records Ellis County, Texas;

THENCE South 80 degrees 51 minutes 37 seconds East, 482.56 feet to a concrete monument found at the south corner of Lot 3, Block 14, Casa Linda Addition, Section 13, Phase 1, an addition to the City of Ennis, Texas recorded in Cabinet D, Slide 305, Plat Records Ellis County, Texas;

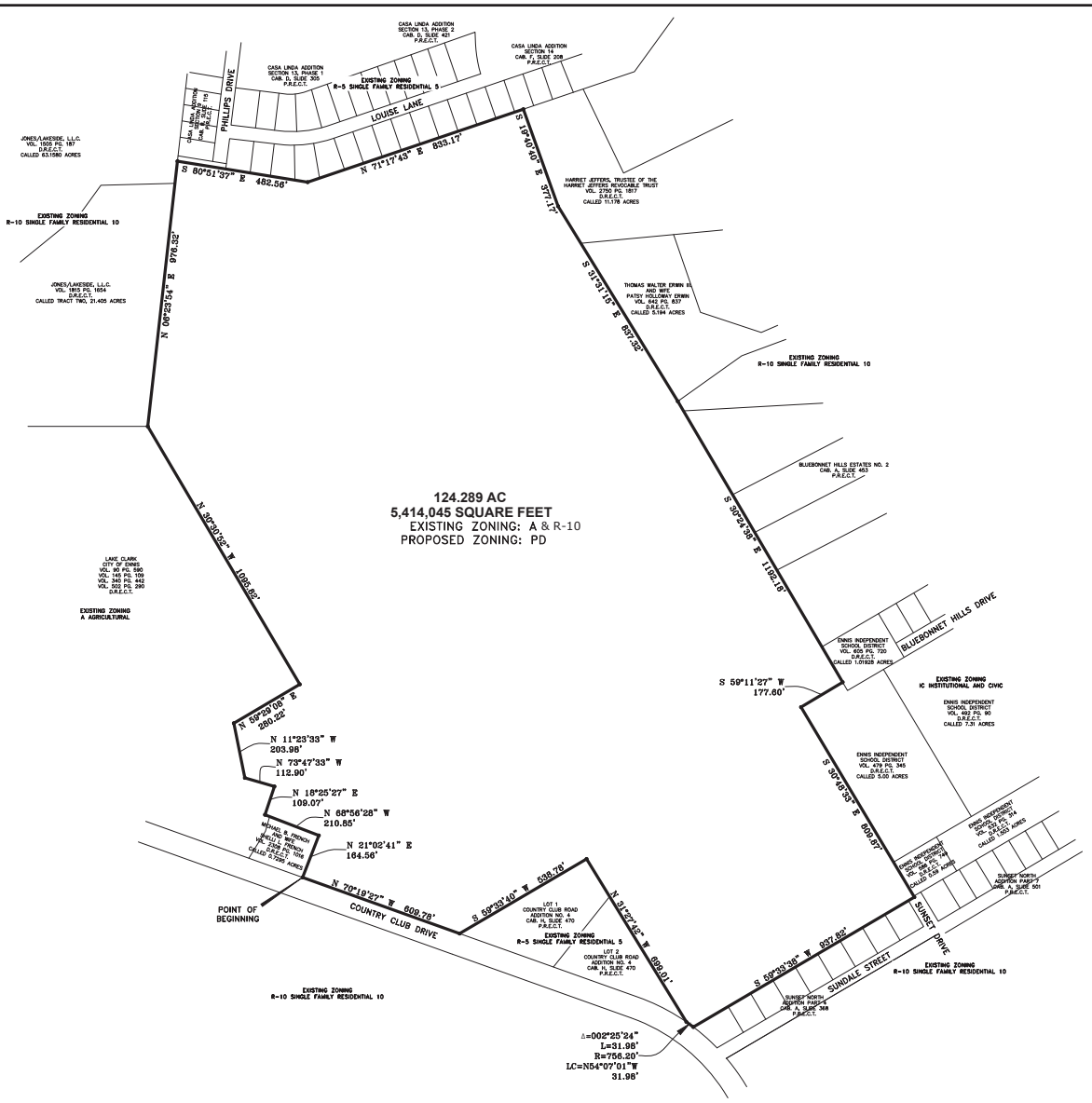
THENCE North 71 degrees 17 minutes 43 seconds East, 833.17 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 125.40 acre tract of land, said point being in the southeast line of Lot 14, Block 14, Casa Linda Addition, Section 14, an addition to the City of Ennis, Texas recorded in Cabinet F, Slide 208, Plat Records Ellis County, Texas and said point being at the west corner of that called 11.178 acre tract of land described in deed to Harriet Jeffers, Trustee of the Harriet Jeffers Revocable Trust recorded in Volume 2750, Page 1817, Deed Records Ellis County, Texas;

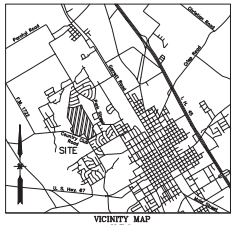
THENCE along the northeasterly line of said 125.40 acre tract of land as follows:

South 19 degrees 40 minutes 40 seconds East, 377.17 feet to a five-eighths inch iron rod found in the southwesterly line of said 11.178 acre tract of land;

South 31 degrees 31 minutes 15 seconds East, 837.32 feet to a one inch iron pipe found at the south corner of that called 5.194 acre tract of land described in deed to Thomas Walter Erwin, III recorded in Volume 642, Page 837, Deed Records Ellis County, Texas and said point being at the west corner of Lot 8, Block A, Bluebonnet Hills Estates No. 2, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 453, Plat Records Ellis County, Texas;

North 70 degrees 19 minutes 27 seconds West, 599.16 feet along the northeast right-of-way line of Country Club Road to the POINT OF BEGINNING and containing 5,414,045 square feet or 124.289 acres of land.





VICINITY MAP
N.T.S.

Note:

This document was prepared under 22 TAC §663.21, it does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

OWNER
LAND OF TRANQUILITY LLC.
2103 S. KAUFMAN STREET
ENNIS, TEXAS 75119

ZONING EXHIBIT

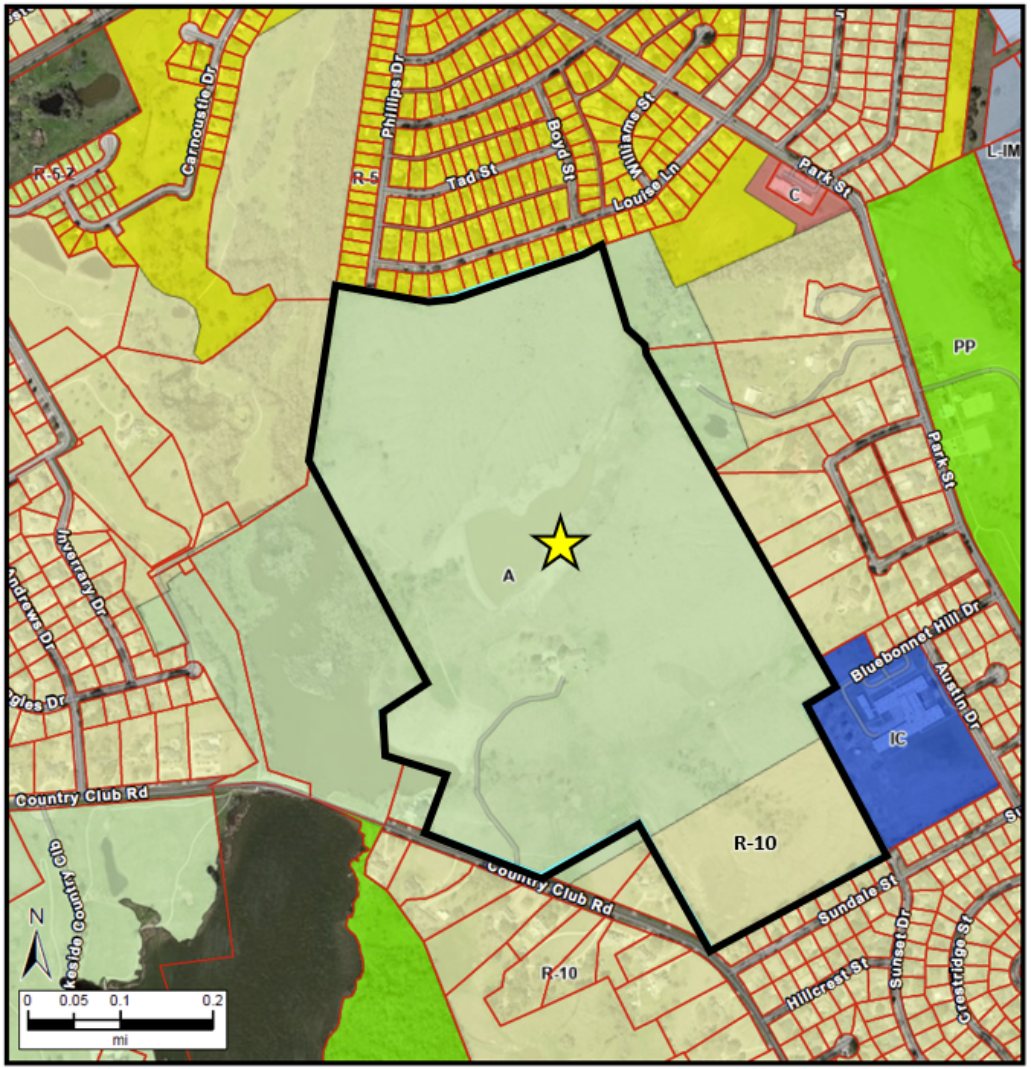
TRANQUILITY

SITUATED IN THE
WILLIAM GARRETT SURVEY, ABST. NO. 382
JOHN HOLT SURVEY, ABST. NO. 452
JOHN F. REAGOR SURVEY, ABST. NO. 931
BF REAGOR SURVEY, ABST. NO. 943
CITY OF ENNIS, ELLIS COUNTY, TEXAS

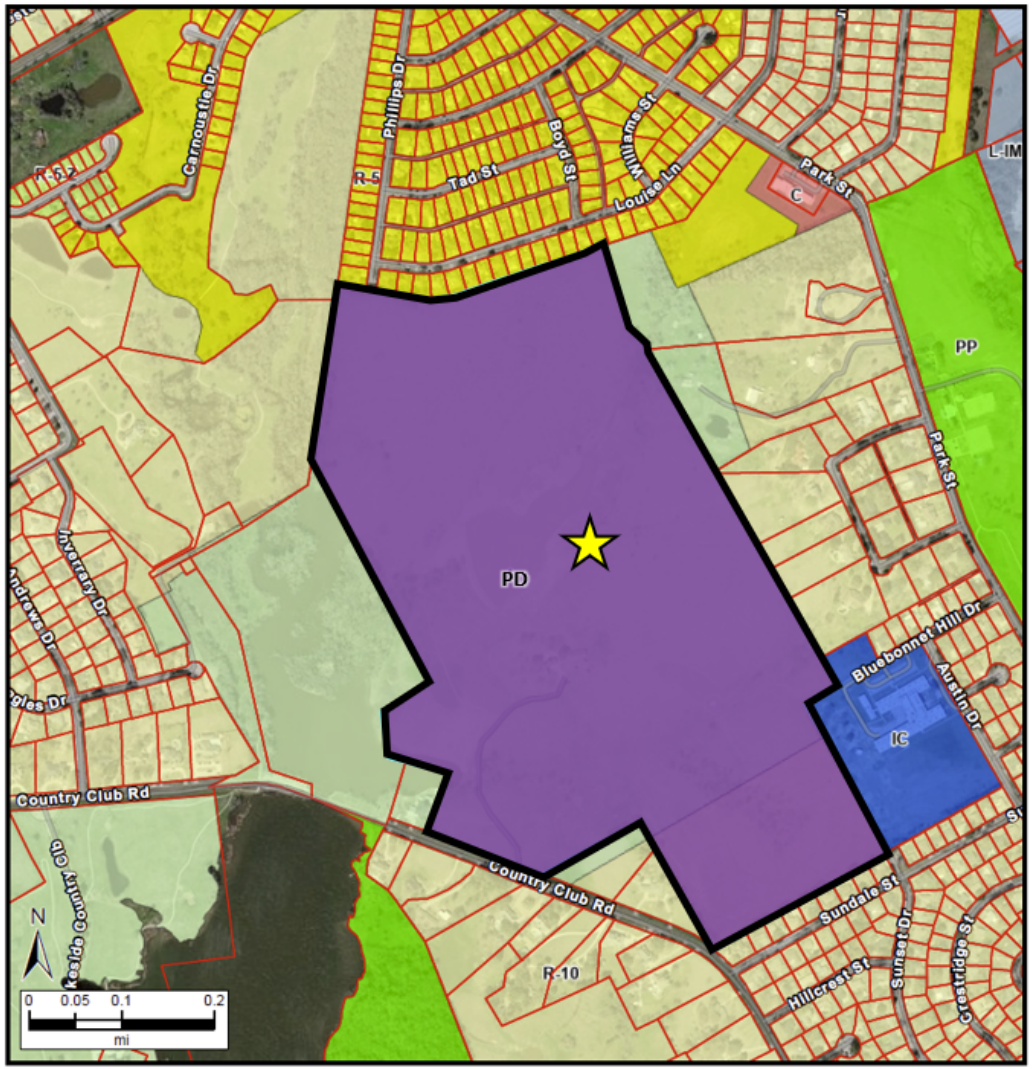
PETITT - ECD
CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. SUITE 3300 RICHARDSON, TX 75080
201 WINDCO CIR. SUITE 100 WYLIE, TX 75098 (972) 941-8400

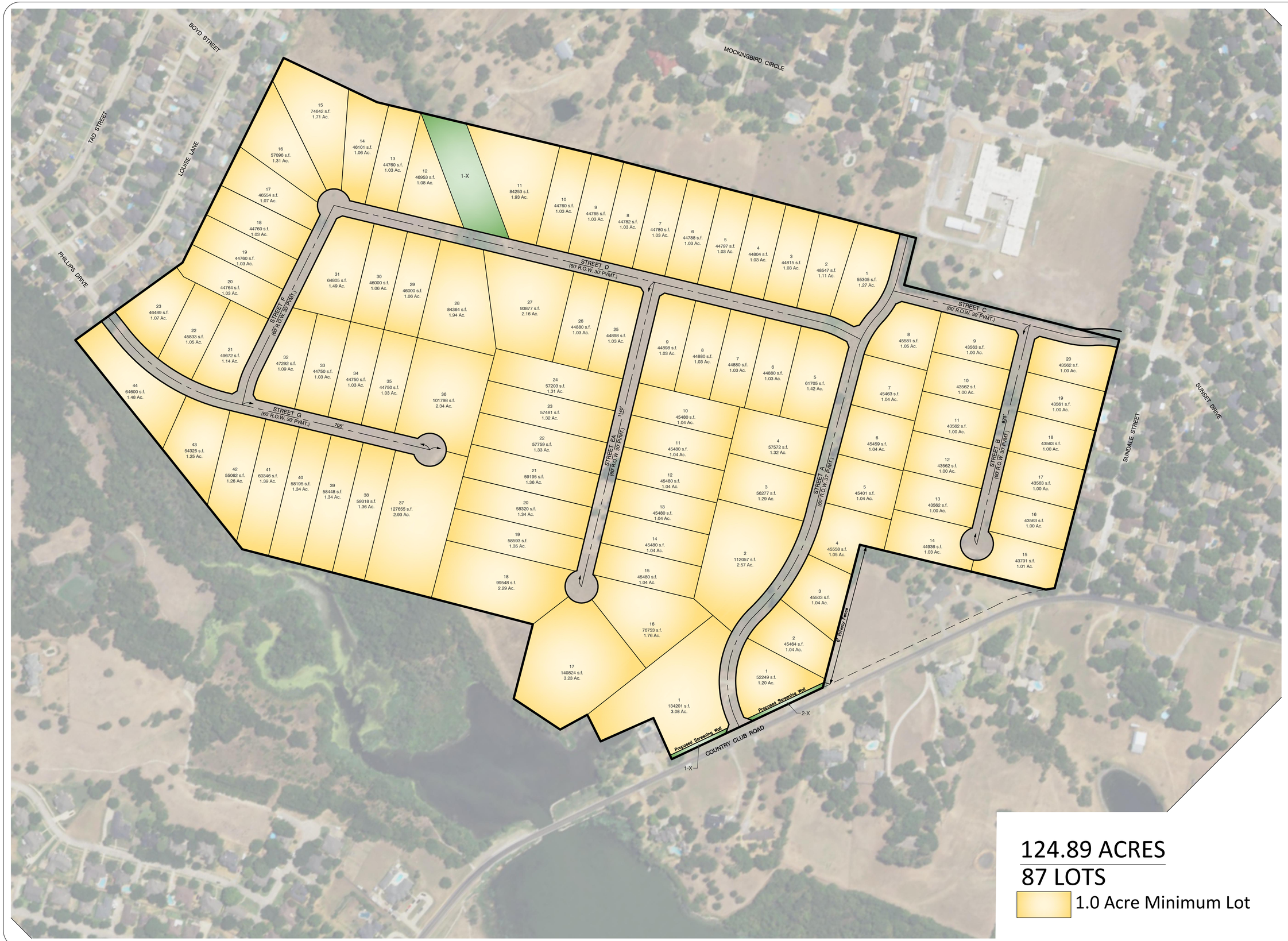
DATE: 01/09/2026
SHEET 1 OF 1
Y:\PROJECTS\Named Projects\Ennis 125 Acres Country Club RD\dwg\Exhibits\Zoning Exhibit.dwg

Current Zoning



Proposed Zoning





124.89 ACRES

87 LOTS

1.0 Acre Minimum Lot

N

150 0 75 150

Scale: 1" = 150'

CONCEPT PLAN
TRANQUILITY
CITY OF ENNIS, TEXAS

Engineer:

PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
TBPELS REGISTRATION
ENGINEERING FIRM #10115 : SURVEYING FIRM #10194792
16000 COLLINS BLVD : 2001 WINDCREST CIRCLE
SUITE 3300 : SUITE 100
RICHARDSON, TX 75080 : WYLIE, TX 75098
972.241.3400

JUNE 17, 2026

SHEET NO. 1 OF 1

PROJECT #00000

Y:\PROJECTS\Named Projects\Ennis 125 Acres Country Club RD\dwg\Planning\CP-W.dwg

124.89 ACRES

Inconsistent with legal description

87 LOTS

1.0 Acre Minimum Lot

* Flood Plain Limit/Boundary Missing

N

150 0 75 150

Scale: 1" = 150'

CONCEPT PLAN
TRANQUILITY
CITY OF ENNIS, TEXAS

Engineer:

PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
ENGINEERING: TBPELS REGISTRATION
SURVEYING: TBPLS REGISTRATION # 10194732
1600 N. COLLINS BLVD. SUITE 3300 RICHARDSON, TX 75080
201 WINDCO CIRCLE SUITE 100 WYLIE, TX 75098
972-241-7200

JUNE 17, 2026

SHEET NO. 1 OF 1

PROJECT #00000

Y:\PROJECTS\Named Projects\Ennis 125 Acres Country Club RD\dwg\Planning\CP-W.dwg

ORDINANCE NO. _____

PLANNED DEVELOPMENT ORDINANCE

TRANQUILITY SUBDIVISION

City of Ennis, Ellis County, Texas

Prepared by: Oakhull Investments

Date: March 2026

DRAFT — FOR REVIEW PURPOSES ONLY

PROJECT SUMMARY

Developer: Oakhull Investments
Project: Tranquility Subdivision — Planned Development (PD)
Location: City of Ennis, Ellis County, Texas
Total Lots: 87 single-family residential lots
Minimum Lot Size: 1 acre (43,560 sq. ft.)
Development Character: Rural Estate Residential
Wastewater: Aerobic Septic Systems (OSSF)
Street Type (Local): Rural Estate — 30’ pavement width, 60’ ROW
Street Type (Collector — Street A): 37’ pavement width, 60’ ROW

SECTION 1 — AUTHORITY AND PURPOSE

1.1 Authority. This Planned Development (PD) Ordinance is adopted by the City of Ennis, Texas, pursuant to the authority granted under the Texas Local Government Code and the City of Ennis Unified Development Ordinance (UDO).

1.2 Purpose. The purpose of this Ordinance is to establish a comprehensive set of development standards for the Tranquility Subdivision, a master-planned rural estate residential community located within the corporate limits of the City of Ennis, Ellis County, Texas. The development is intended to promote large-lot, low-density residential living consistent with the rural character of the surrounding area, while providing safe and functional infrastructure tailored to that environment.

1.3 Compliance. Except as expressly modified herein, all applicable provisions of the City of Ennis UDO, and other applicable ordinances and regulations shall not apply to development within the Tranquility Subdivision PD.

SECTION 2 — PROPERTY DESCRIPTION

2.1 General Location. The subject property is located within the City of Ennis, Ellis County, Texas, generally situated near the intersection of Bluebonnet Hills Drive and Country Club Road.

2.2 Legal Description. See attached exhibit.

2.3 Acreage. The total gross acreage of the PD tract is approximately 124 acres, including all street rights-of-way, open space, and drainage easements.

2.4 Existing Zoning. The subject property is currently zoned R-5 Single-Family Residential 5 and R-10 Single-Family Residential 10 within the City of Ennis.

2.5 Proposed Zoning. This Ordinance rezones the subject property to Planned Development (PD) — Rural Estate Residential, as established herein.

SECTION 3 — PERMITTED USES

3.1 The following uses are permitted by right within the Tranquility PD:

- Single-family detached dwellings
- Accessory structures customarily incidental to a single-family residential use, including but not limited to garages and detached buildings.
- Home occupations in accordance with UDO regulations
- Community entry features, monuments, and signage
- Utility and drainage infrastructure including but not limited to water lines, aerobic septic systems, and stormwater facilities

SECTION 4 — LOT DEVELOPMENT STANDARDS

4.1 The following minimum lot and building standards shall apply to all residential lots within the Tranquility Subdivision PD:

Standard	Requirement
Minimum Lot Area	1 acre (43,560 square feet)
Minimum Lot Width	100 feet
Minimum Lot Depth	120 feet
Minimum Front Yard Setback	40 feet
Minimum Street Side Yard Setback (all roadways)	20 feet
Minimum Interior Side Yard Setback	15 feet
Minimum Rear Yard Setback	50 feet
Maximum Lot Coverage	40% of gross lot area (all buildings on lot)
Maximum Building Height — To highest eave or parapet	35 feet
Maximum Building Height — To top of roof structure	45 feet
Minimum Gross Living Area	2,400 square feet
Total Residential Lots	87 lots

4.2 Cul-de-Sac Lots. Lots located on cul-de-sac bulbs shall maintain a minimum lot width of 100 feet at the front building line and a minimum lot area of 1 acre. A maximum of fifteen (15) lots may be served by any single cul-de-sac street in accordance with UDO Section 9.4.1(5)(b)(i)(2).

4.3 Flag Lots. Flag lots are prohibited within the Tranquility Subdivision PD.

SECTION 5 — BUILDING STANDARDS

5.1 Exterior Materials. All primary dwelling units shall employ a combination of the following exterior facade materials covering no less than 80% of each facade:

- Brick
- Stone or manufactured stone
- Fiber cement board
- Stucco

5.2 Garages. Each dwelling unit shall provide a minimum of a two (2)-car garage. Garage doors shall not face the front street frontage of the lot. All garage doors shall be oriented to the side or rear of the

primary dwelling, or shall be set perpendicular to the street such that the garage opening does not directly face the public right-of-way. On corner lots, the front street frontage shall be as designated on the final plat. Where a third garage bay is provided, the third bay shall be set back a minimum of twenty-five (25) feet behind the front building line of the primary dwelling. Garage doors shall not occupy more than fifty percent (50%) of the width of the primary front facade.

5.3 Accessory Structures. Accessory structures shall not exceed 24 feet in height and shall be set back a minimum of 25 feet from all property lines. Agricultural buildings (barns, equipment storage) are permitted and shall be compatible in materials and color with the primary dwelling.

5.4 Driveways. Each lot shall have a paved driveway constructed of concrete.

SECTION 6 — STREET DESIGN STANDARDS

6.1 Design Standard. All internal streets within the Tranquility Subdivision PD, except as designated below for collector streets, shall be designed and constructed within a 60-foot right-of-way with a 6-inch Portland Cement Concrete (PCC) pavement section on a 6-inch lime-stabilized subgrade, consistent with the rural character of this development.

6.2 Rural Estate Local Streets. All internal local residential streets within the subdivision shall meet the following standards:

Element	Rural Estate Standard
Right-of-Way Width	60 feet
Minimum Pavement Width	30 feet (edge-of-pavement to edge-of-pavement)
Pavement Section — Surface	6″ Reinforced Concrete Pavement (4,000 PSI, #4 bars @ 12″ o.c. e.w.)
Pavement Section — Subgrade	6″ Lime-Stabilized Subgrade
Crown	Parabolic crown
Curb and Gutter	Not required; open ditch drainage section per Section 8
Sidewalk	Required on one side of the street only; 4-foot minimum width, placed adjacent to the edge of pavement
Street Grade (max)	8% maximum longitudinal grade
Roadside Drainage	Open ditch (swale) — see Section 8; 10-foot drainage easement each side of ROW
Cul-de-Sac Radius	55-foot minimum pavement radius
Cul-de-Sac Length	1,140 feet maximum from the nearest intersection
Speed Limit	25 mph design speed
No Roadside Parking	Prohibited on all streets within the subdivision.

6.3 Collector Streets. Street A, as shown on the approved Concept Plan (CP-U), is classified as a Minor Collector on the City of Ennis Thoroughfare Plan and serves as the primary spine street connecting to Bluebonnet Hills Drive and Country Club Road. Street A shall be designed and constructed within a 60-foot right-of-way with a minimum pavement width of 37 feet, measured edge-of-pavement to edge-of-pavement, with a 7-inch Reinforced Concrete Pavement section (4,500 PSI, #4 bars @ 12″ o.c. e.w.) on an 8-inch lime-stabilized subgrade. Drainage for Street A shall be provided by open ditch roadside swales consistent with Section 8 of this Ordinance. Curb and gutter is not required on Street A.

6.4 Sidewalk Placement. Sidewalks along local rural estate streets shall be placed adjacent to the edge of the pavement 4-8’ off one side of the street. Sidewalk installation shall be the responsibility of each home builder at the time of home construction. See Exhibit E — Sidewalk Plan for the subdivision-wide sidewalk layout and typical street cross-sections.

6.5 Street Lighting. Street lighting shall be installed at all intersections and at the terminus of each cul-de-sac. Midblock lighting will be installed.

6.6 Street Names. All street names shall be submitted to the City of Ennis for approval prior to final plat recordation and shall not duplicate or closely resemble existing street names within the City.

6.7 Street Regulations. Roadside parking is prohibited on all streets. Emergency access connections shall be maintained at Phillips Drive (west), Sundale and Sunset Streets (east), and Bluebonnet Hills Drive (south).

SECTION 7 — WASTEWATER AND UTILITY STANDARDS

7.1 On-Site Sewage Facilities (OSSF). The Tranquility Subdivision PD shall be served entirely by individual, lot-level aerobic on-site sewage facilities (OSSF), in lieu of connection to the City of Ennis municipal wastewater system. Each lot shall be required to install a permitted aerobic septic system in conformance with all applicable requirements including:

- Texas Commission on Environmental Quality (TCEQ) Title 30 Texas Administrative Code, Chapter 285
- Ellis County regulations for on-site sewage facilities
- City of Ennis and the Zoning Board of Adjustment authorizes OSSF use within the city limits, per TCEQ standards.
- All permits and inspections required by the governing authority having jurisdiction.

7.2 OSSF Setbacks. All aerobic septic system components — including tanks, spray heads, and spray fields — shall conform to all setback requirements established by TCEQ Chapter 285, Ellis County, and the City of Ennis. Minimum setbacks shall not be less than:

System Component	Minimum Setback
Septic Tank	10 feet from property lines, 50 feet from water wells
Spray Field / Spray Heads	10 feet from property lines, 15 feet from dwellings on same lot
Spray Field	150 feet from any potable water supply well
Maintenance Access	Access easement of 10 feet minimum to all system components

7.3 System Maintenance. Each OSSF shall be maintained under a current service and maintenance contract with a licensed OSSF service provider. Homeowners shall be required to comply with all periodic inspection and maintenance requirements as prescribed by TCEQ and the governing regulatory authority. The Homeowners Association (HOA) may elect to coordinate maintenance contracts on behalf of residents.

7.4 Water Service. Potable water service to the subdivision shall be provided by the City of Ennis municipal water system or a licensed water supply corporation. All water main construction, line extensions, and service connections shall conform to the City of Ennis Public Works Infrastructure Design Standards and shall be designed by a Texas-licensed engineer.

7.5 Dry Utilities. Electric, gas, cable, and telecommunications utilities shall be installed underground within the subdivision. All utility easements shall be shown on the final plat. Pad-mounted transformers

and related above-ground equipment shall be screened with landscaping or decorative fencing compatible with the rural estate character of the development.

SECTION 8 — DRAINAGE STANDARDS

8.1 Open Ditch Drainage System. In keeping with the rural estate character of the Tranquility Subdivision, the stormwater drainage system for internal local streets shall be constructed as an open ditch (roadside swale) system, in lieu of closed underground storm sewer or curb-and-gutter conveyance. The following standards shall govern the design and construction of the drainage system:

Element	Standard
Ditch Type	Trapezoidal or parabolic roadside swale
Minimum Side Slope	3:1 (H:V) or flatter
Maximum Velocity (2-yr storm)	6 feet per second
Design Storm — Minor System	Roadside ditches & driveway culverts
Design Storm — Major System	Cross-drainage culverts
Driveway Culverts	Each residential driveway crossing a roadside ditch shall include a pipe sized by the design engineer; minimum 12-inch diameter

8.2 Drainage Easements. All drainage swales, detention facilities, and stormwater outfall structures located outside of the street right-of-way shall be located within a dedicated drainage easement shown on the final plat.

8.3 Detention / Retention. A drainage study prepared by a Texas-licensed engineer shall be submitted with the final engineering plans. If required by the City Engineer, on-site stormwater detention or retention facilities shall be designed to limit post-development peak flows to pre-development conditions for the 10-year and 100-year storm events.

8.4 Maintenance. The Homeowners Association (HOA) shall be responsible for the ongoing maintenance of all open drainage swales and drainage easements within the subdivision that are not within a dedicated public street right-of-way, unless accepted for maintenance by the City.

SECTION 9 — OPEN SPACE AND AMENITIES

9.1 Open Space. The Tranquility Subdivision PD shall provide open space in the form of drainage easements, landscaped common areas, and entry features as depicted on the Concept Plan. No minimum percentage open space dedication is required beyond that shown on the approved Concept Plan, consistent with the rural estate character of the development in which each lot of one (1) acre or greater provides inherent open space through low-density residential use.

9.2 Homeowners Association (HOA). A Homeowners Association shall be established by the developer. The HOA shall be responsible for:

- Maintenance of all common open space and amenity areas

- Maintenance of entry features, monuments, and landscaping within the public right-of-way
- Maintenance of open ditch drainage swales within drainage easements not accepted by the City
- Enforcement of subdivision deed restrictions and architectural standards

9.3 Tree Preservation. The developer shall make reasonable efforts to preserve existing mature trees, particularly along drainage ways and open space areas.

SECTION 10 — LANDSCAPING AND ENTRY FEATURES

10.1 Entry Features. The developer shall construct a landscaped entry feature at the primary subdivision entrance consistent with the rural estate character of the development.

10.2 Individual Lot Landscaping. Each individual residential lot shall install a minimum of three (3) shade trees of 3-inch caliper or greater at time of Certificate of Occupancy issuance. Native and drought-tolerant species are encouraged.

10.3 Perimeter Fencing and Screening. Notwithstanding any provision of the City of Ennis UDO requiring a masonry screen wall along collector or arterial street frontages, a masonry screen wall is required only at the primary entry along Country Club Road. All other residential lots backing or siding to any collector or arterial street right-of-way shall provide a six-foot (6') board on board wood privacy fence with top rail and cap along the affected property line. Such fence shall be installed by the homebuilder at the time of home construction, prior to issuance of a Certificate of Occupancy. Internal lot-to-lot fencing shall be six-foot (6') board on board wood privacy fence with top rail and cap and/or black powder coated wrought iron fencing.

SECTION 11 — VARIANCES AND WAIVERS INCORPORATED

11.1 This Planned Development Ordinance incorporates and grants the following modifications to the City of Ennis UDO and Public Works Infrastructure Design Standards, as applied to the internal local streets of the Tranquility Subdivision:

UDO / Design Standard Provision	Modification Granted by this PD
Minimum local street pavement width (30' B-B per City standard)	30 feet for all internal rural estate local streets
Curb and gutter requirement for local streets	Waived for all streets within the Tranquility Subdivision PD, including collector streets; open ditch drainage section permitted on all streets per Section 8 of this Ordinance
Sidewalk requirement on both sides of local streets	Reduced to one (1) side only for internal local residential streets.
Municipal wastewater connection requirement	Waived.
Maximum cul-de-sac lot count (12 lots per UDO Sec. 9.4.1(5)(b)(i)(2))	Increased to a maximum of fifteen (15) lots per cul-de-sac street. This PD expressly modifies UDO Sec. 9.4.1(5)(b)(i)(2) in recognition of the rural estate character and one (1) acre minimum lot size. Emergency access provisions and turnaround dimensions shall comply with applicable fire code requirements at time of final engineering plan approval.
Subdivision perimeter fencing material requirement (100% masonry per UDO §7.3.4(2)(a))	Modified per Section 10.3 of this Ordinance. A masonry screenwall is required only at the primary entry along Country Club Road. All other lots backing or siding to any collector or arterial street right-of-way shall provide a six-foot (6') wood privacy fence installed by the homebuilder at time of home construction, prior to Certificate of Occupancy.

11.2 Nothing in this Ordinance shall be construed to waive or supersede any applicable state law, TCEQ regulation, or fire code requirement without independent approval from the authority having jurisdiction.

SECTION 12 — ADMINISTRATION AND AMENDMENTS

12.1 Interpretation. The City of Ennis Director of Planning and Development, or designee, shall administer and interpret the provisions of this Ordinance. Any question of interpretation not resolved through this Ordinance shall be referred to the City Commission.

12.2 Concept Plan. The Concept Plan attached as Exhibit A is hereby incorporated into this Ordinance and shall serve as the general guide for the layout and character of the Tranquility Subdivision PD. Minor adjustments to the Concept Plan that do not substantially alter lot count, street alignment, or open space configuration may be approved administratively by the Director of Planning and Development.

12.3 Amendments. Any material amendment to this Ordinance, including changes to permitted uses, development standards, or the approved Concept Plan, shall require a public hearing before the City of Ennis Planning and Zoning Commission and approval by the City Commission, in accordance with the UDO.

12.4 Expiration. If no final plat is approved and recorded within [three (3)] years of the adoption of this Ordinance, this PD zoning designation shall expire and the property shall revert to its previous zoning classification, unless extended by the City Commission upon written request by the developer.

SECTION 13 — EFFECTIVE DATE AND ADOPTION

This Ordinance shall take effect immediately upon adoption and publication as required by law.

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

_____

Mayor, City of Ennis, Texas

_____

City Secretary, City of Ennis, Texas

APPROVED AS TO FORM:

_____

City Attorney, City of Ennis, Texas

EXHIBIT A — CONCEPT PLAN

The Concept Plan for the Tranquility Subdivision Planned Development is attached hereto and incorporated herein. The Concept Plan depicts:

- Overall subdivision layout with 87 single-family residential lots
- Proposed street network including collector and local rural estate streets
- Proposed cul-de-sac locations and configurations
- General lot configuration and open space areas
- Entry locations and primary access points

See attached CP-U or most current approved concept plan prepared by Petitt Engineering & Consulting, dated June 2026, or as subsequently revised.]

EXHIBIT B — PROPERTY DESCRIPTION

To be provided by the project surveyor upon completion of the boundary survey.

EXHIBIT C — ZONING EXHIBIT

Depicting existing zoning designations and the boundary of the proposed PD tract in relation to surrounding properties and streets.

EXHIBIT D — SIDEWALK PLACEMENT REFERENCE

A photographic reference depicting 5-foot sidewalk placement 4–8’ from the edge of pavement on one side of a local rural estate street, consistent with Section 6.4 of this Ordinance.

EXHIBIT E — SIDEWALK PLAN

Engineering plan prepared by Petitt-ECD (August 24, 2026, Project #06561) depicting the subdivision-wide sidewalk layout and typical cross-sections for 37’ and 30’ EP-EP street sections, consistent with Section 6.4 of this Ordinance.

CONCEPT PLAN
TRANQUILITY
CITY OF ENNIS, TEXAS

N

150 0 75 150

Scale: 1" = 150'

Engineer:

PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
TBPELS REGISTRATION
ENGINEERING FIRM #10115 : SURVEYING FIRM #10194792
16000 COLLINS BLVD : 2001 WINDCREST CIRCLE
SUITE 3300 : SUITE 100
RICHARDSON, TX 75080 : WYLIE, TX 75098
972.241.3400

JUNE 17, 2026

SHEET NO. 1 OF 1

PROJECT #00000

Elevation A — Modern Farmhouse

Representative Home Product Elevation — For Illustrative Purposes

Elevation B — Craftsman

Representative Home Product Elevation — For Illustrative Purposes

Elevation C — French Country

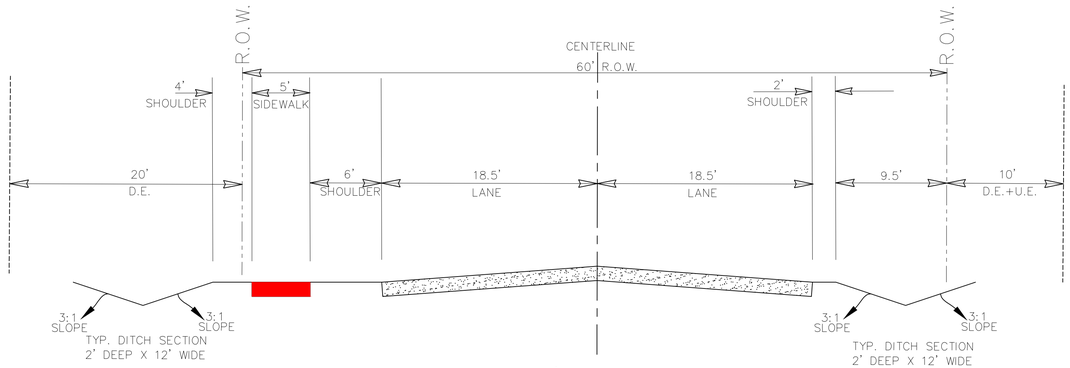
Representative Home Product Elevation — For Illustrative Purposes

EXHIBIT D — SIDEWALK PLACEMENT REFERENCE

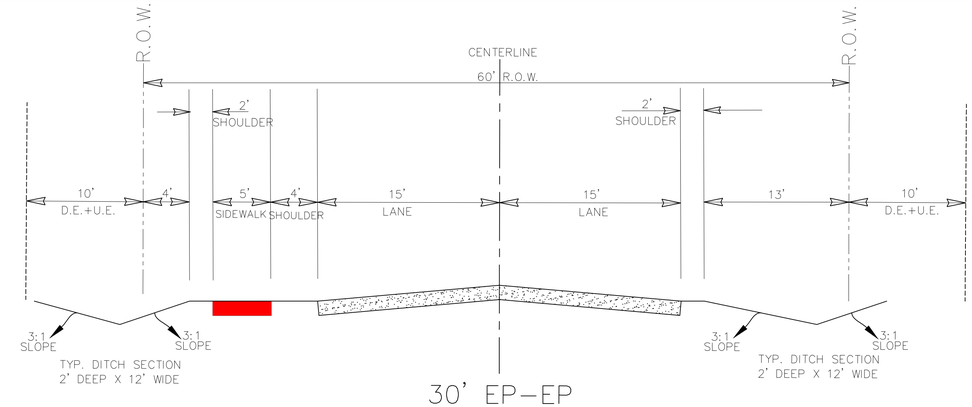
Wolf Springs Rd, Ferris, Texas | Source: Google Street View, Feb. 2026

5-foot concrete sidewalk located 8 feet from the edge of pavement, between the street and the bar ditch — one side of street only.

Tranquility Subdivision PD — Section 6.4 Sidewalk Placement



37' EP–EP
SECTION
N.T.S.



30' EP–EP
SECTION
N.T.S.

N

150 0 75 150
Scale: 1" = 150'

SIDEWALK PLAN
TRANQUILITY
CITY OF ENNIS, TEXAS

Engineer:

PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
TBPELS REGISTRATION
ENGINEERING FIRM #001145 - SURVEYING FIRM #10194792
1600 N. COLLINS BLVD
SUITE 2000
RICHARDSON, TX 75080
972.941.8401
201 WINDCO CIRCLE
SUITE 100
WYLIE, TX 75098
972.941.8400

SEPTEMBER 17, 2026

SHEET NO. 1 OF 1

PROJECT #06561

TO BE RECORDED IN
ELLIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR TRANQUILITY

NOTICE TO PURCHASER: TRANQUILITY (THE "SUBDIVISION") IS A RESTRICTED COMMUNITY. THIS DOCUMENT AFFECTS YOUR RIGHT TO USE THE PROPERTY YOU ARE PURCHASING. BY PURCHASING PROPERTY IN THE SUBDIVISION, YOU ARE BOUND BY ALL OF THE TERMS OF THIS DOCUMENT, INCLUDING ANY DESIGN GUIDELINES NOW OR HEREAFTER ADOPTED AND THE RULES AND REGULATIONS INCORPORATED HEREIN.

This Declaration of Covenants, Conditions, Restrictions and Easements (this "**Declaration**") is made and entered into to be effective as of, 2026, by **TRANQUILITY, LP**, a Texas limited partnership (together with its successors and assigns, "**Declarant**").

RECITALS

A. Declarant owns all of the 127.15 acres, more or less (the "**Property**") in Ellis County, Texas, more particularly described by metes and bounds on **Exhibit A** attached hereto and incorporated herein by this reference, generally known as Tranquility (the "**Subdivision**") and depicted on the plats for the Subdivision (collectively, the "**Plat**") attached hereto as **Exhibit B** and incorporated herein by this reference, such Plat recorded in Ellis County, Texas.

B. The Property has been or is to be subdivided pursuant to the Plat. Declarant desires to establish and preserve a general and uniform plan for the improvement, development, sale and use of the Property for the benefit of the present and future owners of lots therein.

C. Declarant desires to adopt, establish, promulgate, and impress upon the Property the following reservations, covenants, restrictions, conditions, easements, assessments, and liens for the benefit of the Declarant, the Association (as hereinafter defined), the Property, and the present and future owners (as hereinafter defined) of the Property.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Recitals set forth above shall be a part of this Declaration and all the Property and each of the Lots (as hereinafter defined) which comprise the Property shall, to the fullest extent lawful, be held, sold, and conveyed subject to the following reservations, covenants, restrictions, conditions, easements, assessments, and liens (collectively the "**Restrictions**" including, but not limited to, those matters set forth in the Design Guidelines which are incorporated herein by reference) and the Restrictions shall run with the Property and each of the Lots and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any Lot or any part thereof, and shall inure to the benefit of Declarant, the present and future owner(s) of the Property, the Association, and their respective heirs, successors, executors, administrators, and assigns. THE RESTRICTIONS SHALL BE DEEMED INCORPORATED INTO EACH DEED COVERING THE PROPERTY OR ANY LOT OR ANY PART THEREOF AS IF SET OUT FULLY IN SUCH DEED.

ARTICLE 1
DEFINITIONS

1.1 Specific Definitions. The following words when used in this Declaration, or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

"ARC" shall mean the Architectural Review Committee of the Association which shall, unless otherwise composed by the Association, consist of the Board. The ARC shall review and approve plans for the construction of improvements or modifications on Lots as set forth in this Declaration.

"Association" shall mean a Texas non-profit corporation to be formed and to act as a property owners association named Tranquility Homeowners Association, Inc. (or such other name as Declarant shall select), its successors and assigns. Until formation of the Association, Declarant shall have all of the rights, powers, and authority of the Association, but not the obligations of the Association, unless specifically assumed herein.

"Board" shall mean the Board of Directors of the Association.

"Building Code" shall mean the applicable municipal building code and all related codes and ordinances or, if there is no applicable municipal building code, the International Residential Code 2000, as amended, supplemented or replaced from time to time.

"Bylaws" shall mean the Bylaws of the Association adopted by the Board of Directors of the Association, which shall be one of the governing documents.

"Common Properties" shall mean the entrances and landscaping thereof, and any and all other areas of land within the Property which are described or designated as common green, common areas, recreational easements, greenbelts, open spaces or private streets on any recorded subdivision plat of the Property or other instrument or intended for or devoted to the common use and enjoyment of the Owners of the Association, and including all equipment, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of such Common Properties. There may or may not be Common Properties at the Property. Declarant may hold record title to all or any portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Owners to use and enjoy the Common Properties, for an indefinite period of time, and at a point in time (deemed appropriate and reasonable by Declarant), record title to the Common Properties will be transferred from Declarant to the Association.

"Declarant" shall mean the "Declarant" named above and its successors or assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as amended from time to time.

"Design Guidelines" shall mean the Design Guidelines which may be promulgated and published by the ARC, and as may be as amended from time to time, as described in Section 2.10 hereof.

"Initial Owner" shall mean the first purchaser from Builder of each Lot.

"Lot" shall mean any one of the separate lots that make up all or part of the Property. "Lots" shall mean any two or more such lots. Each Lot is burdened by an easement for a portion of the Roads and the other Restrictions described herein.

"Member" shall mean every person or entity who holds legal title to the Lot.

"Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, and his or its respective heirs, successors, personal representatives, and assigns.

"Plat" shall mean the Final Plat or Plats described in Recital A above, together with any and all re-plats thereof and amendments thereto.

"Property" shall mean all the real property referred to in Recital A above and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, and any additions thereto.

"Residence" shall mean a single-family residential dwelling constructed or to be constructed on any Lot.

"Restrictions" shall mean the "Restrictions" described in the Declaration section above.

"Roads" means collectively the streets and roads within the Property.

"Rules and Regulations" means any and all rules and regulations promulgated by Declarant or the Board, as amended from time to time, as described in Section 6.5. The Rules and Regulations may, at the discretion of Declarant or the Board, be incorporated into and made a part of the Design Guidelines.

"Subdivision" means Legacy Estates referred to in Recital B above as established by the Plat and this Declaration.

1.2 Other Definitions. Other terms are defined in other sections of this Declaration and those terms are incorporated herein by this reference.

ARTICLE 2
ARCHITECTURAL REVIEW

2.1 Architectural Review Committee. In order to protect the overall integrity of the development of the Property, a committee of representatives designated as the Architectural Review Committee ("**ARC**") shall be established to carry out all duties as noted herein with full authority to approve, disapprove, and monitor all construction, development, and improvement activities of any kind within the Property and to help ensure that all such activities are in accordance with the Restrictions and architecturally and aesthetically designed to be compatible with the appearance and quality of the overall Property. At the discretion of the Board, the duties of the ARC may be delegated in whole or in part to a third-party representative of the ARC who need not be an Owner or a member of the Board.

2.2 Plans and Specifications to ARC. (a) No Residence, garage, outbuilding, fence, storage tank, or improvement of any kind (an "**Improvement**") shall be erected, placed, constructed, installed, maintained, modified, or altered by any Owner other than Declarant nor shall any site work be commenced by any Owner other than Declarant until a complete set of plans and specifications shall have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and specifications which are submitted shall contain and include, but not necessarily be limited to, all the following information (collectively, the "**Plans**"): floor plans, including finished floor and ground elevations; foundation plans; exterior elevations for any Residence, garage, outbuilding, or other structure; a plat or site plan showing the proposed location of any such improvements and all utilities thereto; exterior lighting and locations; samples of exterior finish materials and color samples; and any other plans, specifications, or information deemed pertinent by the ARC, including, but not limited to, all matters required by the Design Guidelines, as further provided in Section 2.10 below. Declarant may commence construction of any improvements without the approval of the ARC.

2.3 ARC Review. The ARC shall approve any proposed Improvement only if it determines in its reasonable discretion that the Improvement at the location indicated will not be detrimental to the appearance of the Property as a whole; that the appearance of the proposed Improvement will be in harmony with the external design of similar Improvements in the Property, including, without limitation, harmony as to quality and color of materials and location with respect to topography and finished grade elevation; that the Improvement will comply with the provisions of this Declaration and any applicable plat, ordinance, governmental rule, or regulation; that the Improvement will not detract from the beauty, wholesomeness, and attractiveness of the Property or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement will not become a burden on Declarant. The ARC is specifically granted the authority to disapprove proposed Improvements because of the unique characteristics or configuration of the Lot on which the proposed Improvement would otherwise be constructed, even though the same or a similar type of Improvement might or would be approved for construction on another Lot. Further, the ARC shall have the right to disapprove any plans and specifications upon any ground that is deemed inconsistent with the objectives and purposes of this Declaration, including purely aesthetic considerations. In reviewing any matter, Neither Declarant nor the ARC shall be required to inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction and safety, whether structural or otherwise, conformance with building codes or other governmental laws or regulations, or whether the Improvement is suitable for its intended purpose. The ARC may condition its approval of any proposed Improvement upon the making of such changes thereto as the ARC, in its sole discretion, may deem appropriate. Each Owner may be required to pay certain fees to the ARC to reimburse the ARC for the cost of its Plan review as provided in the Design Guidelines. The ARC shall have full right and authority to utilize its sole discretion in approving or disapproving any Plans which are submitted. In the event the ARC fails to approve in writing submitted Plans or to request additional information reasonably required within fifteen (15) days after submission, the applicant shall give the ARC written notice of its failure to respond. Unless the ARC responds in writing within ten (10) days of receipt of such notice, approval will be deemed denied.

2.4 ARC Discretion to Approve or Disapprove. The ARC will approve or disapprove all Plans in accordance with this Declaration. Approval may be withheld if the construction or architectural design of any improvement is deemed, on any grounds, including purely

aesthetic grounds, necessary to protect the continuity of design of the Property. Prior approvals or disapprovals of the ARC pertaining to any Improvement shall not be deemed binding upon the ARC for later requests for approval if the ARC determines that the construction of similar Improvements will have an adverse effect on the Property. The ARC shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction, and to grant variances for certain requirements when, in its discretion, it is appropriate to do so (but no variance will be effective unless in writing and signed by the ARC). All approvals or disapprovals by the ARC are for the sole benefit of the Association and the respective Owner to whom the approval or disapproval is addressed, and no other Owner or any third party is or shall be deemed to be a third-party beneficiary of such approval or disapproval.

2.5 ARC Right to Inspect. During reasonable hours and, if the Residence is occupied, after reasonable advance notice, Declarant, members of the ARC, any member of the Board, or any authorized representative of any of them, shall have the right (but not the obligation) to enter upon and inspect any Lot, and any structure thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and said persons shall not be deemed guilty of trespass by reason of such entry. All inspections by the ARC are for the sole benefit of the Association and no individual Owner or other third party is or shall be deemed to be a third-party beneficiary of such inspections.

2.6 ARC Variances. The ARC is authorized to grant variances from compliance with any of the provisions of the Declaration (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures (except for front and rear setback lines), the time for completion of construction of any Improvement, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetics, environmental, or other relevant considerations may make a variance appropriate. All variances must be in writing to be enforceable. The granting of a variance shall not operate to waive, modify or amend any provision of this Declaration; a granted variance applies only to the particular Lot and matter covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification, or amendment of the provisions of this Declaration, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all government laws and regulations affecting the Lot.

2.7 ARC Decision Final. The ARC shall have the authority to employ professional consultants at the expense of the Association to assist it in performance of its duties. The decisions of the ARC shall be final, conclusive and binding upon all parties other than Declarant and the Board.

2.8 No Liability. Neither the ARC nor its members nor Declarant or the members of the Board shall be liable to any person (including Owners and builders) for any damage or injury to property arising out of their acts hereunder, except in the case of bad faith or willful misconduct. Neither the ARC nor its members nor Declarant or the members of the Board shall be deemed to have made any warranty or representation to any Owner, builder, or other third party about any matter whatsoever arising out of any approvals or inspections. Without limiting the foregoing, it is expressly agreed that no approval of Plans by the ARC and no construction inspection approvals shall be deemed a representation or warranty by the ARC that any Residence has been or will be completed in a good and workmanlike manner, or in conformance with building codes, or other governmental laws or regulations.

No discretionary acts by the ARC (such as approval or disapproval of Plans) shall give rise to any liability of the ARC or its members or Declarant or the members of the Board.

2.9 Number and Appointment of ARC Members. The number and identity of the initial ARC members shall be decided by Declarant, and Declarant may appoint its own representatives as any or all of the ARC members, so long as Declarant owns at least one (1) Lot. In the event of the death or resignation of any member of the ARC, Declarant shall have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority. When Declarant no longer owns at least one (1) Lot, or when Declarant has otherwise elected to cede control of the Association to the Members, Declarant shall appoint the original members of the ARC, which shall consist of at least three (3) but no more than five (5) members, and which may be members of the Board.

2.10 Design Guidelines. The ARC may promulgate and publish the Design Guidelines. The Design Guidelines, as amended from time to time, shall be incorporated into this Declaration by this reference. A copy of the Design Guidelines will be furnished to any Owner upon request. The Design Guidelines will supplement this Declaration and may contain other and further provisions as to the approval and disapproval of Plans, suggested or prohibited materials, and other matters relating to the appearance, design, quality, and construction of Improvements. The Design Guidelines may be more restrictive than the Restrictions. The Design Guidelines may be amended from time to time by the Association or upon the affirmative vote of two-thirds of the members of the ARC and the consent of the Association. The Design Guidelines may include or incorporate any Rules and Regulations promulgated by Declarant or the Board.

2.11 Most Restrictive Instrument Applies. **To the extent of any conflict between this Declaration, the Design Guidelines, or the Plat, the most restrictive instrument shall control. Accordingly, each Owner must obtain and study all three instruments and provide them to their architects, builders, contractors, and other appropriate parties prior to purchasing a Lot or commencing the construction of any improvements thereon. Notwithstanding the foregoing, if any applicable provision of Texas Property Code Chapter 202 (or other statute regarding restrictive covenants or other matters applicable to the Declaration, Design Guidelines, and/or Plat) conflicts with anything in this Declaration, the Design Guidelines, or the Plat, then the provision(s) of the Texas Property Code (or other statute) shall control.**

ARTICLE 3
GENERAL RESTRICTIONS

3.1 Single Family Residential Uses Only. (a) No part of a Lot, or improvements thereon, shall be used for any purpose other than one Residence on each Lot and certain accessory improvements, to the extent accessory improvements are specifically authorized elsewhere in this Declaration. It is the intent of Declarant that the Subdivision be a single-family residential community.

(b) Without limiting the foregoing, the construction of any duplex, triplex, quadplex apartment house, or other multi-tenant building is expressly prohibited. No garage may be used as living quarters, and no garage apartment for rental purposes shall be permitted. However, Declarant or a builder approved by Declarant, in Declarant's sole discretion, shall have the right, in connection with construction and sales operations on the Property,

to use a garage as a sales office.

3.2 No Commercial Use. An Owner may maintain an office in a Residence for business purposes so long as: (a) the business does not involve any employee, customer, client, co-worker, or other party being present at the Residence; and (b) there is no sign or other visible evidence of the business on the Lot. No other business or commercial activity of any kind shall be conducted on a Lot, whether for profit or non-profit. Private orchards and gardens shall not be deemed to be commercial or business activity. No hobby may be conducted on any Lot which attracts vehicle or pedestrian traffic to the Lot.

3.3 Lease Restrictions. A Residence may be leased for a period of no less than one (1) year. All tenants shall be bound by the Restrictions, but the lease of a Residence shall not discharge the Owner from compliance with any of the obligations and duties of the Owner. All leases shall make reference to the Restrictions and Owners shall provide tenants with a copy of this Declaration. All leases shall be subject to this Declaration and the other documents of the Association, regardless of whether the lease makes specific reference to them or whether the Owner delivers this Declaration to the tenant.

3.4 No Mobile Homes. Except as otherwise specifically set forth herein, no mobile home, trailer home, manufactured home, modular home (single or double wide), or pre-fabricated home of any kind, whether or not it has wheels or the wheels have been removed, shall be allowed on any Lot.

3.5 No Temporary Structures. (a) Except for the benefit of Declarant or as otherwise allowed herein, no structure of a temporary character (whether trailer, tent, shack, etc.) shall be used on any Lot at any time for storage or as an office or residence, either temporarily or permanently.

(b) With prior ARC approval, a job site trailer may be placed on the Lot during construction of the Residence thereon.

3.6 No Subdividing. No Lot may be subdivided by any Owner other than Declarant, and no Owner other than Declarant may sell or transfer less than 100% of any Lot (other than the sale or transfer of undivided interests).

3.7 Parking. All vehicles belonging to Owners or guests must be parked in the Owner's driveway, garage, or other ARC approved parking area overnight. In no case may vehicles be parked overnight on the Roads. No tractor trailer rigs may be parked on any part of the Property. No travel trailer, motor home, camper, boat, aircraft, recreational vehicle, motorcycle, four-wheeler, tractor, or truck larger than one (1) ton, or similar vehicle or trailer shall at any time be parked overnight in front of any Residence or within any building setback area. No more than two (2) vehicles bearing commercial insignia or names shall be parked on any Lot, and then only if the vehicle is utilized by the Owner as transportation to and from the Owner's place of employment. No vehicle (regardless of size) which transports flammable or explosive cargo may be kept on a Lot at any time other than the temporary parking of a properly licensed fuel truck that dispenses propane to an Owner's approved on-site propane tank.

3.8 Storage of Vehicles. No travel trailer, motor home, camper, boat, aircraft, recreational vehicle, motorcycle, four-wheeler, or truck larger than one (1) ton or similar vehicle or

trailer shall be parked overnight or stored in front of any Residence. No such vehicles or trailers that are stripped down, wrecked, junked, or inoperable shall be kept, parked, stored or maintained on any Lot unless in an enclosed structure or in a screened area which prevents the view thereof from any other Lot or Road. No dismantling or assembling of any such vehicle or trailer or any other machinery or equipment shall be permitted unless in an enclosed structure or in a screened area which prevents the view thereof from any other Lot or Road. The ARC shall have the absolute authority to determine from time to time whether a vehicle is operable and, if not, adequately screened from public view. Upon an adverse determination by the ARC, the vehicle shall be removed or otherwise brought into compliance with these Restrictions.

3.9 No Drilling Operations by Owners. No Owner may authorize any oil or gas exploration or drilling, oil or gas development operations, oil refining, quarrying, or mineral operations of any kind on any Lot, nor may any Owner authorize oil or gas wells, storage tanks, tunnels, mineral excavation, or shafts on any Lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected on any Lot by any Owner. EACH OWNER UNDERSTANDS AND AGREES THAT TO THE EXTENT THE MINERALS ASSOCIATED WITH THE PROPERTY HAVE BEEN RESERVED BY OTHERS, DECLARANT HAS NO CONTROL OVER THE LEASING ACTIVITIES OF THESE MINERAL OWNERS OR THE OIL AND GAS EXPLORATION OR PRODUCTION ACTIVITIES OF THEIR LESSEES. THERE MAY BE OIL AND GAS EXPLORATION OR PRODUCTION ON THE PROPERTY BY OTHERS OVER WHOM NEITHER DECLARANT NOR ANY OWNER HAS CONTROL. To the extent there is any conflict between this section 3.9 and any other section of the Declaration, this section 3.9 shall control.

3.10 Trash.

(a) No trash, garbage, debris, or other refuse may be burned, stored, disposed of, or allowed to remain upon any Lot or Road, whether the Lot is vacant or otherwise. No Lot will be used or maintained as a dumping ground for rubbish, rocks, brush, grass clippings, garbage, or trash. Garbage and other waste will be kept in sealed, sanitary containers prior to disposal.

(b) Declarant or the Association may, but is not obligated to, contract with a garbage collection service for the pick-up and disposal of all household garbage on the Property and, in such event, the cost thereof will be an expense of the Association, which shall be paid by the Owners though the assessments provided for in this Declaration.

(c) Rubbish, trash, garbage or other waste materials to be disposed shall be placed at all times in an appropriate varmint resistant receptacle. If receptacles are not provided by the garbage collection service with whom the Declarant or an Owner contracts, then each Owner shall be responsible for purchasing and maintaining its own garbage receptacles. Each receptacle must be approved by the Declarant or the Association. No such receptacle shall be placed for collection in a location visible from any Road more than 24 hours prior to the scheduled collection time or allowed to remain in a location visible from any Road more than 24 hours after the scheduled collection time.

3.11 No Nuisance or Noxious Activity. No noxious or offensive activity shall be carried on or upon any Lot or Road by any Owner, construction workers hired by any Owner, or an Owner's guest, nor shall anything be done upon any Lot or Road which may be or become

an annoyance or nuisance to the neighbors (such as, but not limited to, the noise created by the operation of an excessive or unreasonable number of off-road vehicles or motorcycles on a Lot). No junk, railroad cars, buses, inoperative cars or other vehicles, or other noxious, offensive or unsafe equipment or materials may be stored on the Property.

3.12 Animals. No horse or livestock of any kind may be kept on a Lot. Domestic pets, in reasonable number as determined by the Association, may be kept on a Lot, but no Owner shall allow a pet to run loose or become a nuisance to the other residents. No pets may be raised for sale, and commercial kennels of any kind are expressly prohibited. Hogs, swine, chickens and other poultry are prohibited. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. All animals shall be kept in strict accordance with all applicable laws and ordinances, and in accordance with the Rules and Regulations.

3.13 Lawns. All grass, weeds, and vegetation on each lot shall be maintained at regular intervals as needed to maintain a neat and well-maintained appearance. All landscaping, including lawns and shrubs, shall utilize native plants or hybrids to the extent practicable. All swales and culverts shall be grassed and shall be regularly maintained as needed to maintain a neat appearance. All statues and other similar decorative features located in the front yard, or the back or side yard if not screened by a privacy fence, must have prior approval by the ARC.

3.14 Signs. One (1) sign per lot shall be allowed, not exceeding more than four (4) square feet in size, to advertise a lot for sale or lease. Also, political signs may be placed upon a Lot by the Owner of the Lot during election times only, in size and location as shall be approved by the Declarant, the ARC or the Association. All other signs shall be approved by the ARC before being erected or placed on any Lot. Builder shall be allowed to have one open house sign in addition to a for sale sign on each lot.

3.15 No Adverse Conditions. No Owner or occupant shall construct any improvements or perform any work that will impair any easement or right-of-way, or do any act or allow any condition to exist which will adversely affect the other Lots or their owners or residents.

3.16 Insurance. Each Owner must carry all risk casualty insurance for the full insurable value of the Residence on the Lot. Each Owner must use all insurance proceeds required to properly rebuild in case of a partial loss or damage or, in the case of complete damage, to either rebuild or clear all debris and return the Lot to substantially the natural state as it existed prior to destruction. Reconstruction must be promptly commenced and diligently pursued to completion (and in any event must be completed within eighteen (18) months and if not, the Owner shall make payment as described in Section 4.8). No damaged buildings, including the foundation, shall be allowed to remain on any Lot unless they are to be promptly repaired or restored. Each Owner must carry homeowner's liability insurance at all times, including prior to the construction of Improvements on the Lot.

3.17 Property Taxes. Each Owner shall be responsible for the payment of all ad valorem and other property taxes owing on the Owner's Lot.

3.18 Underground Utilities. All utility lines and other facilities installed by or for any Owner for electricity, water, cable, telephone, sewer, storm sewer, or other utilities must be installed underground; but this provision shall not apply to above-ground utilities existing

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on the date hereof and any replacement thereof by Declarant or those otherwise expressly authorized in writing by the ARC.

3.19 No Hunting/Firearms. No hunting or trapping (except the trapping of varmints) shall be allowed on any Lot. No firearms shall be discharged on any Lot.

3.20 Fires. Only controlled fires, in compliance with all applicable laws, shall be allowed outdoors on any Lot. All fires must be supervised by an adult at all times, and each Owner bears the sole responsibility and risk of any such fires.

3.21 Permitted Hours for Construction Activities. Except as otherwise permitted by Declarant, no outside construction work or unreasonably loud interior construction work is permitted except between the hours of 6:00 A.M. and 7:00 P.M. Monday through Friday, between 8:00 A.M. and 6:00 P.M. on Saturday, and 9:00 A.M. and 5:00 P.M. on Sunday. No construction activity is permitted on New Year's, Easter, Memorial, Independence, Labor, Thanksgiving, or Christmas days.

ARTICLE 4
CONSTRUCTION RELATED RESTRICTIONS

4.1 Approved Builders. No Owner shall contract with any builder or other general contractor or person or entity for the construction of a Residence on a Lot without first obtaining the written approval of that builder from the ARC within its sole discretion which shall not be unreasonably withheld

4.2 Minimum Construction Requirements. .

4.2.1 **Minimum Square Footage**: Each Residence shall have a minimum contiguous interior living area under service of an HVAC system of 2,400 square feet exclusive of garages, porches, or patios.. No Residence or other structure shall exceed two (2) stories in height unless approved by the ARC due to unusual topography. The second floor square footage cannot be more than 75% of the first floor square footage.

4.2.2 **Exterior Construction Requirements:** All exterior construction shall be of new materials and shall be natural or ARC-approved natural-appearing materials. Construction materials having a life of less than twenty-five (25) years, as determined by the ARC, shall not be utilized in the construction of any improvements on a Lot. All trim and exterior finishes must be neutral colors for residences and accessory buildings unless approved by the ARC.

4.2.3 **Minimum Masonry Percentage:** At least ninety percent (90%) of the exterior of each Residence, exclusive of glass and doors, shall be in masonry materials approved by the ARC. Front elevation needs to be 100% Masonry (front masonry cannot be 100% cementitious fiber board; it must be in combination with other masonry materials). The exterior masonry finishing material shall be limited to a combination of brick, stone, cementitious fiber board and stucco.

4.2.4 **Roof:** All roof pitches on the Residential Dwelling must be 8/12 or greater. Front, side, and rear porches may be permitted to have a minimum roof pitch of 4/12 under strict conditions and only with prior approval of Declarant. Roofing shall be either slate, tile, factory treated fire retardant wood, metal, dimensional composition shingles as maybe specified in the Design Guidelines, or other materials as approved by the ARC and shall have a life of not less than twenty-five (25) years, as determined by the ARC.

4.2.5 **Garage:** Each Residence shall have an attached garage capable of housing at least two (2) vehicles and the interior garage space shall be finished out. The minimum garage size is 600 square feet. All residences must have side or rear-entry garages. If a residence is constructed with more than 2 primary garage bays, the 3rd car garage will be allowed to face the street but will need to be set back from the front façade minimum 25'. Front façade of house is the closest wall to the building line. Garage doors will be required to have an Architectural style (Painted metal doors to compliment house trim color with windows and custom metal straps, handles or pull, painted, or stained in natural colors).

4.2.6 **Porch:** Front covered porch will be a min. of 60" deep with a usable area of forty (40) square feet.

4.2.7 **Gutters:** Gutters are required on front of home.

4.2.8 **Minimum Landscape Requirements.**

4.2.8.1 2 Shade trees (30gallon)
4.2.8.2 2 Ornamentals (15 gallon)
4.2.8.3 15 Shrubs (3/5 Gallon)
4.2.8.4 Sod front yard to pavement. Side yard sod to property line. Rear yard sod 10' behind residence.

4.3 Accessory Improvements. Any building that is not the main Residence must be approved in writing by the ARC. All accessory improvements must be located behind a privacy fence.

4.3.1 A building that is immediately accessory to the Residence and other similar improvements to the Residence, such as a detached garage, maid's quarters, guest house, or cabana may be allowed, provided it conforms to the same style and architecture and is constructed of the same materials as the Residence and is approved by the ARC. No such accessory building to the Residence shall exceed fifty (50) percent of the interior living area of the Residence.

4.3.2 Storage Outbuildings: Storage buildings, shops, and other similar buildings and improvements constructed on a Lot must be located at least twenty-five (25) feet behind the rear plane of the Residence. A storage building shall be defined as a building with a square footage equal to or less than one hundred (100) square feet. A shop building shall be defined as a building with square footage in excess than one hundred (100) square feet.

4.3.2.1 **Storage Outbuildings Smaller than 100 SF in size.** Can be delivered as a portable shed/outbuilding and placed on pads, cinderblocks, or other stable footings.

These buildings must not exceed 8 feet in total height anywhere on the structure. They may be constructed of material different from the residence but must be painted to match exterior or trim of the residence.

4.3.2.2 **Storage Outbuildings Larger than 100 SF in size.** Must be built on site on a concrete slab. Street facing side(s) must match style/design of home by design and exterior construction materials and painted alike on paintable exteriors. All painted portions must match colors of home. Grade level, garage door, or roll up door may face the street if located behind a privacy gate or fence. Height cannot exceed 20 feet. The storage outbuilding may be up to 3,000 square feet, but may not exceed the air conditioned size of the residence.

4.4 Recreational Improvements. All improvements must be approved by the ARC. Basketball goals, tennis courts, swimming pools, or any other similar sporting or recreational equipment or improvement shall be placed behind the Residence, unless otherwise approved by the ARC.

4.5 Minimum Setback. No improvements of any kind (other than approved fences) may be placed closer than fifty feet (50') from the front line of any Lot (defined as any line of a Lot which runs parallel to a public roadway) or fifteen feet (15') from any side property line (20' if adjacent to street), or fifty feet (50') from any rear property line. In cases where rugged terrain is encountered, thus necessitating, or making highly desirable, the use of such space, a variance to this restriction may be granted by written approval of the ARC within its sole discretion. In cases where rugged terrain is encountered, thus necessitating or making highly desirable the use of such space, a variance to this restriction may be granted by written approval of the ARC, within its sole discretion.

4.6 Storage of Building Materials. No building materials of any kind may be stored on any Lot for longer than one week prior to the commencement of work for which the materials were purchased unless they are stored in an enclosed building or located such that they cannot be viewed from any other Lot.

4.7 Construction Clean-up. From time to time during construction as required to maintain a neat and orderly appearance, and upon completion of construction, the Owner of the Lot will be responsible for the removal of any trash or debris that may have been thrown, placed, or discarded on any part of the Lot or on any other Lot if the trash or debris originated at the Owner's Lot.

4.8 Completion of Construction. Once construction of a Residence is commenced on a Lot, it shall be diligently continued to completion. No Residence shall remain incomplete for more than twelve (12) months after construction has commenced. An Owner who breaches this section 4.8 shall pay to Declarant, as liquidated damages, the sum of $100 (one hundred dollars) per day for each day construction remains incomplete beyond this twelve (12) month period.

4.9 Air Conditioning. No air conditioning apparatus shall be used, placed, or maintained on any Residence except on the ground or the walls of the side or back of the Residence or on the roof of the Residence. No air conditioning apparatus shall be installed at or on the front of a

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Residence.

4.10 Lighting. In general, exterior lighting used in connection with the occupancy of a Residence shall be kept to the minimum required for safety and security. Landscape lighting is allowed. No mercury vapor, fluorescent, or neon lights shall be used to illuminate the outside areas of a Lot. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots (tennis court or similar lighting is permitted with the approval of the ARC).

4.11 Sound Devices. No exterior speakers, horns, whistles, bells, or other sound devices (except reasonable security devices) audible from any adjoining Lot shall be placed or used upon any Lot.

4.12 Fences. All fencing installed within the Subdivision must be approved in writing by the Architectural Review Committee ("ARC") prior to construction and must comply with the minimum specifications set forth in this Section and the applicable Fencing Standards (see **Exhibit C** "*Fencing Standards"*). In the event of a conflict between this Section and the Fencing Standards, the Fencing Standards shall control. No fence or gate may be erected across or into any Road. All fencing shall comply with applicable setback, visibility-triangle, drainage-easement, and floodplain requirements. All fencing must be approved in writing by the ARC prior to construction.

4.13 Lot Entries and Driveways. There shall be only one primary entry point off any Road onto a Lot, except that all primary entries off of any Road into a Lot shall have a sufficient culvert installed,. Driveways on each Lot must be constructed of concrete. Circular driveways shall be permitted with ARC approval.

4.14 Sewage Disposal. If the Lot is not serviced by a public sewer system, the Owner must install an aerobic septic system for sewage disposal or any other system that complies with applicable law. Aerobic subsurface drip irrigation is the preferred method of effluent disposal within the Tranquility Subdivision where site conditions permit. Notwithstanding this preference, the final determination of the effluent disposal method — whether surface spray application or subsurface drip irrigation — shall be made by a qualified Site Evaluator based on a lot-specific site evaluation and designed by a Registered Sanitarian or Engineer. No OSSF shall be permitted or constructed prior to completion of a site evaluation and system design in accordance with all applicable TCEQ requirements. All septic systems must be installed by a state certified licensed installer and must be permitted and inspected by Ellis County. Septic Systems must be inspected by a state certified licensed installer every three years and must be regularly maintained so as to remain in good operating condition. No outside toilets or cesspools will be permitted.

4.15 Drainage/Impoundment of Surface Water. (a) The existing creeks, ponds, and drainage channels traversing along or across portions of the Property will remain as open channels at all times and will be maintained by the Association or Owners of the Lot or Lots that are traversed by or adjacent to the drainage courses along or across said Lots. The Association or each Owner shall keep the natural drainage channels traversing or adjacent to each Lot clean and free of debris, silt or any substance which would result in unsanitary conditions or

any obstruction of the natural flow of water.

4.16 Antenna. No microwave dishes, radio, citizen band or otherwise, or television axial wires or antennas shall be maintained on any portion of any Lot, or in the common area, except direct broadcast satellite (DBS) antennae no more than 18" in diameter, multichannel multipoint distribution system (MMES) antennae no more than 18" in diameter, or television broadcast antennae, all of which Owner shall screen from public view as much as possible without impairing its installation, maintenance or use. All matters set forth in this provision require the express approval, in advance, of the ARC, which shall be exercised in conformity with the rules of the Federal Communications Commission.

4.17 Entryway Easements. On, over, and across each Lot, upon which is now or hereafter constructed (or replaced) all or any part of any common entryway into the Property, there is hereby reserved to Declarant and the Association an easement for the construction, maintenance, repair, and replacement of all common entryway improvements including, but not limited to, poles and posts associated therewith, irrigation systems and water lines, brick, stone, metal, or other decorative fences, walls, planters, or other, improvements, landscaping, and similar common entryway improvements.

4.18 Building Codes. All construction will comply with the Building Code, any other applicable local building codes or fire codes, and any other applicable laws, ordinances or regulations of any governmental body or agency.

4.19 Storage Tanks. Propane and other storage tanks shall be located behind the Owner's Residence and shall be screened from public view with stone, stucco, or shrubbery. If shrubbery is used for screening purposes, the shrubbery, at the time it is planted, must be of adequate size to screen the propane or storage tanks.

4.20 Mailboxes. Cluster mailboxes are required to be used at the Subdivision and will be placed at a reasonably convenient location in the Subdivision. No individual mailboxes shall be placed on any Lot.

4.21 Special Requirements. A final grading will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each Owner will be responsible for ensuring that drainage from the Lot is channeled to the street or normal drainage areas. Roof pitches will be set forth in the Design Guidelines. The primary first floor plated height shall be 9 feet or taller for 66 2/3% of area.

4.22 Solar Panels. Solar energy devices (defined in Section 171.107, Texas Tax Code) may be installed only after written approval from the ARC. Solar energy devices are regulated as provided in the attached **Exhibit D:** *Architectural Guidelines for the Installation of Solar Energy Devices.*

4.23 Rain Barrels and Rainwater Harvesting Systems. Rain barrels and rainwater harvesting systems are permitted with written approval from the ARC. Rain barrels and rainwater

harvesting systems are regulated as provided in the attached **Exhibit E**: *Architectural Guidelines for the Installation of Rain Barrels or Rainwater Harvesting Systems*

4.24 Flagpoles and Display of Flags. Flagpoles and display of flags are regulated as provided in the attached **Exhibit F:** *Architectural Guidelines for the Installation of Flagpoles and the Display of Flags.*

(1) Flagpoles, whether attached to a Residence or other improvement of a Lot, or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the Residence. Flagpoles must conform to the Design Guidelines and any applicable municipal or local government ordinances. Flagpoles may not be placed within easements, rights-of-way, or setback areas of record.

(2) Unless approved in writing otherwise by the ARC, no flag shall be displayed unless it is (a) the flag of the United States of America, (b) the flag of the State of Texas, or (c) an official or replica flag of any branch of the United States armed forces. All flags displayed shall conform to applicable provisions of Federal and Texas state law. Flags must conform to the Design Guidelines.

ARTICLE 5
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

5.1 Control by Declarant. So long as Declarant owns at least one (1) Lot, and not withstanding any provision of the Bylaws to the contrary, Declarant shall, at Declarant's option, have exclusive control of the Association by being the sole voting Member. Declarant may, at any time and at Declarant's option, turn over control of the Association to the Members by filing an instrument to that effect in the Real Property Records of Ellis County, Texas. At the point in time that Declarant no longer owns any Lots, control may be delivered to the Members through a written instrument of Declarant. At such time as Declarant cedes control of the Association to the Members, or at such earlier time as Declarant may choose, Declarant shall also deed to the Association title to the Common Properties. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and understood that, in the event that Declarant transfers, sells, or assigns all of the Lots owned by Declarant to an affiliated or related entity of Declarant, the rights of the Declarant set forth herein shall automatically and simultaneously transfer to such related or affiliated entity at the time of such conveyance so that there is no lapse in ownership or rights of the Declarant.

5.2 Membership and Voting. (a) Subject to Section 5.1 above, every person or entity who is an Owner shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security, unless such persons or entities acquire title to a Lot through judicial or non-judicial foreclosure, or deed in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. When

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more than one person holds a membership interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Upon acquiring a Lot, the Owner thereof shall promptly notify the Association, in writing, of the Owner's name, physical address (not just a post office box), phone number, and the identity of the Lot acquired.

5.3 Suspension of Voting Rights. All voting rights of a Member may be suspended by the Association during any period in which such Member is delinquent in the payment of any duly established assessment or is otherwise in default and/or violation of these Restrictions, the Bylaws, or Rules and Regulations.

5.4 Registration with the Association. In order that Declarant and the Association can properly determine voting rights and acquaint every Lot Owner and every Member with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Member shall have an affirmative duty and obligation to provide, within fifteen (15) days of becoming an Owner, and thereafter revise and update, within fifteen (15) days after a material change has occurred, contact and related information for each occupant of the Residence to the Association, as may be required by the Association from time to time.

5.5 Management by the Elected Board. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Bylaws. The business and affairs of the Association shall be managed by its Board. The Declarant shall determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board until the first election of Directors by the Members of the Association is held in accordance with the Bylaws, this Declaration, and Texas law. The appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day-to-day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

5.6 Professional Management. The Declarant, the Association, or Board shall have the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping,

administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

5.7 Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

5.8 Inspection of Records. The Members of the Association shall have the right to inspect the books and records of the Association in accordance with Section 2.23B of the Texas Non-Profit Corporation Act, as it exists upon the date of recording of this Declaration or as it may thereafter be amended. All such inspections shall be made at the offices of the Association and made during normal business hours unless as otherwise agreed solely by the Association.

ARTICLE 6
MAINTENANCE BY AND OTHER ACTIVITIES OF ASSOCIATION

6.1 Board Powers and Duties. (a) The Board shall have the right, power and duty to provide, and shall pay out on behalf of the Association, from the assessments provided for herein, the following:

(1) Maintenance, care, preservation, and repair of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common properties;

(2) Maintenance of all drainage and detention areas along with access drives to these areas for the purpose of maintenance. Such maintenance shall include, but not be limited to, mowing of grass, weeds, and other vegetation to a proper height in accordance with applicable ordinances, removal of trash, debris, and other waste materials, including dead animals, and the removal of silt, dirt, and other accumulation of materials from time to time so that the Detention Facility continues to receive, retain, and drain surface water at the rate and at the volumes set forth in the original City-approved plans for the Detention Facility.

(3) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;

(4) Any security arrangements;

(5) The services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or a separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designed by the Board;

(6) Legal and accounting services; and

(7) Any other materials, supplies, furniture, labor, service, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(b) Without limiting Section 6.1 above, the Board shall have the following additional rights, powers and duties:

6.2 Right of Entry for Maintenance of Common Properties. Declarant, the Association, or any of their authorized representatives, shall have the right to enter upon and across any and all Lots for the maintenance of the Common Properties. Declarant, the Association, and any authorized representative thereof shall not be guilty of trespass because of entry onto a Lot for the purposes provided herein.

6.3 Right of Entry to Cure Violations of the Declarations. If the Association intends to cure an Owner's violation of the Restrictions, the Association shall have a right of entry across the Owner's Lot for purposes of curing the violation. [FOR EXAMPLE ONLY: If an Owner dumps rubbish and debris on the Owner's Lot and refuses to remove it after notice, the Association may enter upon the Lot, remove the rubbish, and charge the cost to the Owner.]

6.4 Declarant Reimbursement. Out of pocket expenses incurred by Declarant on behalf of the Association shall be reimbursed by the Association to Declarant upon request. Without limiting the generality of the foregoing, the assessments levied by the Association may be used to reimburse Declarant for all out of pocket costs and expenses incurred by Declarant in organizing and conducting affairs on behalf of the Association, including, but not limited to, organizational costs of the Association, creation and modification of the Declaration and any amendments thereto, legal and accounting fees, and other costs.

6.5 Rules and Regulations. The Rules and Regulations, as promulgated and amended by the Board from time to time, are incorporated into this Declaration by this reference. A copy of the Rules and Regulations will be furnished to any Owner upon request. The Rules and Regulations may, at the discretion of Declarant or the Board, be incorporated into and made a part of the Design Guidelines.

ARTICLE 7
COVENANT FOR ASSESSMENT

7.1 Creation of the Lien and Personal Obligation of Assessment.

(a) Each Owner of any Lot and each purchaser of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be obligated to pay to the Association regular assessments and special assessments

as provided for in this Declaration, and subject to the enforcement of payment of the assessments and the lien of the Association as hereinafter provided. Such assessments shall be fixed, established, and collected from time to time as provided by the Association. The regular and special assessments, together with any interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge upon the Lot and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with any interest and costs of collection thereof, including reasonable attorney's fees, shall also be a personal obligation of the Owner of the Lot.

(b) The following Property, being otherwise subject to this Declaration, shall be exempt from all assessments, charges, and liens created herein:

(i)All Property dedicated to and accepted by any public authority and devoted to public use;

(ii)All Common Properties; and

(iii)All property exempt from such assessments and charges by the laws of the State of Texas.

7.2 Purpose of Assessments.

(a) The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the Property, including the enforcement of the Declaration, for the maintenance and repair of any capital improvements owned or controlled by the Association, establishing and maintaining repair and replacement reserves as determined by Declarant or the Association, and any other purpose reasonable, necessary, or incidental to such purposes as determined by the Association.

(b) The Association shall not be obligated to spend all monies collected in a year, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any later year, but may carry forward a surplus as the Board deems desirable for the greater financial security of the Association.

7.3 Regular Assessments. The regular assessments of the Lots shall be based upon the cash requirements, as the Association and/or Board (or the Declarant so long as the Declarant owns at least one (1) Lot) shall from time to time determine, necessary to provide for the payment of all estimated expenses arising out of or connected with the purposes described above. The regular assessments may be due monthly, quarterly, or annually, as determined by the Association and/or Board from time to time. Regular assessments shall begin to accrue for each Owner (other than Declarant or any developer of the Lots) upon such Owner taking legal possession of a Lot. Each Owner will pay a pro-rata proportion of regular assessments based on the number of Lots each Owner owns in the Property.

7.4 Special Assessments. The Association and/or Board (or the Declarant so long as the Declarant owns at least one (1) Lot) may levy, in addition to the regular assessments, one or more special assessments in any calendar year applicable to all Owners other than Declarant, for the purpose of defraying in whole or in part the costs of construction, reconstruction, repair or replacement of a capital improvement, including necessary fixtures and personal property related thereto, or for such other lawful purposes related to the use, maintenance and repair of the Property as the Association and/or Board may determine.

7.5 Capitalization of Association – Payment.

a) Each Owner (other than Declarant [**or a Builder**]) of a Lot with a completed Dwelling thereon will pay a contribution to the Association (the "**Initial Contribution**"), which amount shall be due immediately upon the transfer of title to the Lot. Upon the purchase/resale of a Lot with a completed Dwelling from Declarant or another Builder or an occupying owner, the Initial Contribution initially shall be $300. This fee will be charged each and every time the lot/home is sold (if the Association is in existence). This fee can be adjusted up to ten percent (10%) per year by the Board, at the Board's sole discretion; provided, however, any yearly increase which would exceed ten percent (10%) of the amount of the previous year will require approval of sixty-seven percent (67%) or greater of all outstanding votes of the Members entitled to be cast.

b) Notwithstanding the foregoing provision, the following transfers will not be subject to the requirement to pay the Initial Contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; or (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child or parent. In the event of any dispute regarding the application of the Initial Contribution to a particular Owner, the Board's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Section 7.5. The Initial Contribution will be in addition to, not in lieu of, any other assessments or other charges levied in accordance with this Article VII and will not be considered an advance payment of such assessments. The Association will have the power to waive the payment of any Initial Contribution attributable to a Lot by the execution and recordation in the Public Records of a waiver notice executed by a majority of the Board.

7.6 The Effect of Non-Payment of Assessments: Remedies of the Association. Each Owner shall be obligated to pay to the Association the assessments provided for herein, and each shall be subject to the enforcement of the assessments in the manner herein specified. In the event the Association employs attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner against whom collection or enforcement or other action is taken shall pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default by an Owner in payment of any such assessment when due, the assessment shall be deemed delinquent, and in addition to any other remedies

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herein or by law provided, the Association may enforce each such obligation against the Owner in any manner provided by law or in equity, specifically including:

(a) Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against an Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the highest legal rate from the date of delinquency, plus court cost, and reasonable attorney's fees and shall be a lien against the Owner's Lot.

(b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created and granted a lien, with power of sale, on each Lot to secure payment to the Association of any and all assessments levied against all Owners of such Lots under these Restrictions and all damages owed by any Owner to the Association, however incurred, together with interest thereon at the highest legal rate from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney' s fees. At any time after the occurrence of any default in payment of any such assessment, the Association, or any authorized representative, shall deliver to the defaulting Owner, on behalf of the Association, notice of such default as required under Chapter 209 of the Texas Property Code, as amended. The demand shall state the date and the amount of the delinquency and any other information that is required to be sent by such notice of default under Chapter 209 of the Texas Property Code, as amended. Each default shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid after delivery of such demand, the Board may elect to file a notice of lien on behalf of the Association against Lot owned by the defaulting Owner. Thereafter, such lien may be foreclosed upon in accordance with Texas Property Code Section 209 and/or Texas Property Code 51.002, each as amended. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

(1) The name of the delinquent Owner;

(2) The legal description and if applicable, street address of the Lot against which the claim of lien is made;

(3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorney's fees; and

(4) That the claim of the lien is made by the Association pursuant to the Restrictions. Notwithstanding the foregoing, it is expressly intended that the lien herein described shall immediately attach and become effective in favor of the Association as a lien upon any Lot against which an assessment is levied regardless of whether any demand is made or claim

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of lien filed. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in section 7.5(b)(5) below. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a deed of trust or other contracted lien with power of sale as set forth by the laws of the State of Texas, as the same maybe changed or amended. The lien provided for herein shall be in favor of the Association and all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

(5) Subordination of the Lien to Mortgages. The lien described herein shall be subordinate to any first lien deed of trust on the Property or a Lot which was recorded before the delinquent assessment became due and owing.

7.7 Association's Right to Bid Credit. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorneys' fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

7.8 Common Areas Exempt. All Common Properties as defined in Section 1.1 hereof, and any common areas of any other association designated on any recorded plat filed by Declarant, and all portions of the Property owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

7.9 Property of Declarant Exempt. All property owned by Declarant is exempt from the assessments and liens created herein. Declarant shall have the right to assign this exemption to any transferee in bulk of the Lots owned by Declarant in connection with any transfer of Lots in bulk.

7.10 Annual Assessment – Increases. The annual assessment may be increased by the Board, provided that the Board gives written notice of the increase to the Members at lease thirty (30) days in advance of the effective date of such increase. No vote or other approval shall

be required for the increase to be effective, unless the increase is more than ten percent (10%) of the prior annual assessment. If the increase is more than ten percent (10%), then the increase may be disapproved by a sixty-seven percent (67%) or greater vote of the votes of Members entitled to be cast, provided that the vote occurs and the Board receives evidence thereof within sixty (60) days of the date of the increase notice.

ARTICLE 8
ADMINISTRATION AND MANAGEMENT

8.1 Governing Documents. The administration of the Property shall be governed by these Restrictions, the Bylaws, and any Design Guidelines or Rules and Regulations of the Association, as promulgated and published from time to time.

8.2 Evidence of Compliance with Declaration. Records of Declarant or the Association with respect to compliance with this Declaration kept in the ordinary course of business shall be conclusive evidence as to all matters shown by such records. A certificate of completion and compliance issued by Declarant or the secretary of the Association stating that the Improvements to a Lot were made in accordance with this Declaration, or a certificate as to any matters relating to this Declaration issued by Declarant or the secretary of the Association, shall be conclusive evidence as to all matters shown by such certificate.

8.3 Association Insurance. The Association shall maintain property insurance, comprehensive public liability insurance, and errors and omissions insurance on behalf of the directors, officers, managers and employees of the Association and the Association may assess the Owners for the cost of insurance maintained by the Association.

8.4 Personal Property for Common Use. The Association may acquire and hold property, tangible and intangible, real and personal, in the name of the Association, for the use and benefit of all Owners and may dispose of the same by sale or otherwise, as the Association determines in its sole discretion.

ARTICLE 9
PROPERTY RIGHTS OF DECLARANT

So long as Declarant owns any interest in the Property, Declarant hereby specifically excepts, excludes, and reserves the following rights and interests in the Property:

9.1 Amendments. So long as Declarant owns at least one (1) Lot, Declarant shall have the right to amend this Declaration and each amendment shall apply to all of the Property and Lots, whether owned by Declarant or not.

9.2 Plat Revision. Declarant reserves the right to replat the Property and revise the acreage and configuration of Lots owned by Declarant, to change any building lines or setback lines, or change the course or size of easements so long as Declarant holds legal title to the affected Lots.

9.3 Sales and Construction Activities. Declarant shall have the right to maintain sales and administrative offices, construction offices or trailers, model homes, and parking facilities, storage facilities, and signs on the Property and to conduct sales activities on the Property as long as Declarant owns at least one (1) Lot.

9.4 Construction Work by Declarant. Declarant shall have the right to construct and complete the construction of Roads and any common improvements on the Property. In connection therewith, Declarant reserves the right to use, occupy, and excavate the surface and subsurface of the ground for the erection, construction, and installation of said improvements including, but not limited to, the right to locate, install, maintain, and repair all utilities and utility lines, whether temporary or permanent, necessary for Declarant's construction, reconstruction, maintenance, and operation. Declarant also reserves the right to extend the Roads located or to be located on the Property to other property. Declarant, in addition, reserves the right to convey to any county, water district, sanitary sewer district, or other municipal or quasi municipal corporation all sewer lines and mains, water lines and mains, and any other utilities constructed or to be constructed on the Property, together with suitable rights-of-way over the Property for the required maintenance, repair, replacement, and operation thereof. The foregoing rights reserved by Declarant do not impose on Declarant the obligation to construct or install any improvements of any kind.

9.5 General Right of Entry for Declarant. Declarant, so long as it shall retain record title to at least one (1) Lot, reserves for itself and for the Association the right to enter upon any Lot, or any portion thereof, as may be needed for repair, maintenance, or construction on any of the Lots in accordance with these Restrictions.

ARTICLE 10
OTHER EASEMENTS AND RIGHTS

10.1 Utility and other Easements.

(a) Easements. Easements for the installation and maintenance of utilities are reserved as shown and provided for on the Plat or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized persons using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, Improvements or other property of the Owner situated on the land within such easements as a result of construction, maintenance or repair work conducted by such parties.

(b) Underground Electrical Distribution System. An underground electric distribution system (the "**System**") will be installed in that part of the Property, which according to the Plat contains Lots (the "**Underground Residential Subdivision**"). The System embraces all of the Lots. This System shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or

three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available to the Lots. The Owner of each Lot on which a Residence exists, shall, at the Owner's cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot on which a Residence exists shall, at the Owner's cost, furnish, install; own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the Residence involved. For as long as underground service is maintained in the Underground Residential Subdivision, the electric service to each Residence therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240-volt, three wire, 60 cycle, alternating current. The electric company has installed, the underground electric distribution system in the Underground Residential Subdivision at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for Residences, which are designed to be permanently located where originally constructed (such category of Residences expressly to exclude mobile homes) which are built for sale or rent.

The provisions of the preceding paragraph also apply to any future residential development in any reserves shown on the Plat as such Plat exists at the execution of the agreement for underground electric service between the electric company and Declarant. The provisions of the preceding paragraph do not apply to any future nonresidential development in such reserve(s).

Easements for the underground service may be crossed by driveways and walkways provided that the builder or Owner makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways or walkways prior to construction thereof Such easement for the underground service shall be kept clear of all other Improvements, including buildings, patios, or other paving, and neither builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants, to shrubbery, trees, or Improvements (other than crossing driveways or walkways

provided the conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

(c) Cable Television. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and rights-of-way dedicated by the Plat or by separate instruments pertaining to the Property.

(d) **Except Declarant's obligation set forth above, each Owner shall be responsible for, and shall pay for, the installation and maintenance of all utilities to the Owner's Lot, and Declarant does not warrant or guaranty the availability of utilities or the economic feasibility of bringing utilities to any Lot.**

(e) The Property, and each Lot, as applicable, is subject to all easements established by or shown on the Plat.

10.2 Use of Common Properties. Subject to provisions of Section 10.4, the Owners, tenants, and occupants of each Lot shall have the right to use the Common Properties in common with the other Owners, tenants and occupants of the Lots.

10.3 Title to the Common Properties. Declarant will hold record title to the Common Properties, which shall include the right and option (without the joinder and consent of any person or entity) to encumber, mortgage, design, redesign, reconfigure, alter, improve, landscape and maintain the Common Properties, until such time that Declarant conveys title to the Common Properties to the Association for the purposes herein described. Declarant reserves the right to execute any open space declarations applicable to the Common Properties which may be permitted by law in order to reduce property taxes.

10.4 Perpetual Easements. All easements reserved or created in any part of this Declaration for the benefit of Declarant or the Association are perpetual. Utility easements reserved or created herein for the benefit of the Association may be granted or assigned by the Association, in whole or in part, on an exclusive or nonexclusive basis, to any public or private utility or utilities.

10.5 Condemnation or Governmental Taking.

(a) If all or any part of the Common Properties are taken by any authority having the power of condemnation or eminent domain or are conveyed in lieu thereof, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Properties to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair any damage suffered by the condemnation. If all of the funds cannot be used in such manner, any

remaining funds may be distributed equitably to the Owners.

(b) If all or any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and the Owner elects not to restore the remainder of the Lot, then the Owner shall promptly remove any remaining improvements damaged or destroyed by such taking or conveyance and shall leave the Lot in orderly, safe and net condition;

(c) If any part of a Lot is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof and the Owner elects to restore the remainder of the Lot, then, subject to the provisions of this Declaration, the Owner shall diligently restore, within 90 days after the taking, the remainder of the Lot to the same condition it was in prior to such taking or conveyance.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements Generally.

(a) The Association shall obtain and maintain in full force and effect commercial general liability insurance and such other insurance as it deems necessary or desirable. All such insurance shall be obtained from responsible companies duly authorized and licensed to do business in the State of Texas. To the extent possible, the insurance shall:

(1) Provide a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees, agents and Owners; and

(2) Provide that the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days prior written notice to the Association.

Any insurance policy may contain such deductible provisions as the Association deems consistent with good business practice. The cost and expense of all insurance obtained by the Association shall be paid out of Association funds.

(b) The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests). Each Owner expressly understands, covenants and agrees with Declaration and the Association that:

(1) Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner;

(2) Each Owner shall, from time to time and at various times, consult with reputable

insurance industry representatives of each Owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property.

(c) Each Owner will abide by any and all Rules and Regulations, as adopted and promulgated from time to time, related to the entry upon and use of the Common Properties.

11.2 Indemnification. The Declarant, each officer, director, ARC or other committee member, or agent of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been Declarant, an officer, director, committee member, or agent of the Association; provided, however, that (a) in the case of Declarant or any affiliate entity of Declarant, or any officer, director, or employee of Declarant or any affiliate, this indemnification shall not apply if Declarant or any affiliate or the indemnified officer, director, or employee of Declarant or any affiliate is adjudged guilty of malfeasance in the performance of its or his obligations hereunder, and (b) in the case of any other indemnified party, this indemnification shall be applicable only as set forth in the Bylaws of the Association.

ARTICLE 12
GENERAL PROVISIONS

12.1 Terms of and Amendments to Restrictions. The provisions hereof, including the Restrictions, shall run with the Property and be binding on each Owner for a period of thirty (30) years from the date hereof, at which time all provisions shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of any such initial period or extended period, Declarant and/or at least seventy-five percent (75%) of the Owners shall have executed and recorded an instrument to become operative at the expiration of the particular period. So long as Declarant owns at least one (1) Lot, these Restrictions may be amended or revoked only by Declarant, and no other Owner shall have a vote regarding amendment or revocation. After Declarant no longer owns any Lot, these Restrictions may be amended with the consent of seventy-five percent (75%) of the Lot Owners, with each Lot being entitled to one (1) vote.

12.2 Complaints by Owner. If any Owner believes any other Owner is in violation of this Declaration, a complaint may be transmitted in writing to the President of the Association, who shall thereupon notify the Board. The Board shall have the right (but not the obligation or duty) to institute appropriate legal action, at law or in equity, to enforce this Declaration, and may recover its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot.

12.3 Complaints by Association. If an Owner is in violation of this Declaration, the Association may so notify such Owner in writing. If the Owner fails to remedy the violation within ten (10) days following delivery of such notice, then the Association shall have the right (but not the obligation or duty) to institute appropriate legal action, at law or in equity, including, but not limited to, obtaining a temporary restraining order and subsequent injunction, to enforce this Declaration, and may recover the damages owed by such Owner pursuant to 12.4 below, any other

damages incurred by the Association, and its reasonable expenses, including attorney's fees. Without limiting the foregoing, the Association may take such other action as it deems necessary to cure the Owner's violation and the cost expended by the Association in doing so shall be a charge and lien upon the subject Lot. Only the Association shall have the right to levy a fine for a violation under this section.

12.4 Per Day Damages for Violations. Any Owner in breach or violation of the Restrictions shall incur a penalty of $100 per day per breach or violation until the breach or violation is remedied or cured. Such sum shall be payable to the Association as damages.

12.5 Association's Authority to Correct Violations. If an Owner who has committed a violation of these restrictions (a "Restriction Violation") does not cure it within such ten (10) day period, then Association shall have the right and power to enter onto the Lot and correct the failure without any liability for damages for wrongful entry, trespass or otherwise to any Person. The Owner of the Lot on which such curative work is performed shall be liable for the cost of such work and shall promptly reimburse the Association for such cost. If the Owner fails to reimburse the Association within ten (10) days after receipt of a statement for such work from the Association, then said indebtedness shall be a person debt of such Owner, shall be a violation secured by a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the liens for Assessments set forth herein, which provisions are incorporated herein by reference and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

12.6 Waiver of Enforcement. Waiver of enforcement of any provision of this Declaration shall be limited to that particular provision which is waived, in writing, as to a particular matter as it relates to a particular Lot, and shall not be construed to be a waiver of any other provision of this Declaration. A variance granted by Declarant or the Association is not a waiver and shall not entitle any other owner to a waiver or variance.

12.7 Effect of Ordinances. Police, fire, and other public safety ordinances of any governmental corporation or unit having jurisdiction over any portion of the Property shall govern where more restrictive than this Declaration.

12.8 Bylaws. To the extent of any conflict between this Declaration and the Bylaws, this Declaration shall control.

12.9 Severability. Invalidation of any provision of this Declaration by judgment or court decree shall in no way affect any other provisions which shall remain in full force and effect. Nothing herein shall be in conflict with Texas homestead law. Should a provision herein be in conflict, Texas homestead law shall apply. All other provisions shall remain in full force and effect.

12.10 Dispute Resolution between Owners.

(a) Each Owner agrees that if any dispute arises between such Owner and Declarant, the Association, or the ARC as to any matter arising out of or related to this Declaration, then before proceeding with any legal action the parties shall, with reasonable promptness, arrange a mutually agreeable time for a face-to-face meeting between fully authorized representatives to seek to resolve the dispute in a mutually acceptable manner.

(b) If the meeting described in (a) above fails to resolve the dispute or fails to occur, then said

parties shall agree to promptly submit the dispute to mediation in Ellis County, Texas before a single attorney mediator practicing law in Ellis County, Texas (or any surrounding county) chosen by Declarant or the Association, as the case may be, and approved by the Owner within the Owner's reasonable discretion.

(c) If the mediation described in (b) above fails to resolve the dispute or fails to occur, then upon demand by either party, the parties shall submit to binding arbitration all disputes between or among them arising out of or relating to this Agreement.

12.11 Additional Property. Declarant may at any time subject additional land to this Declaration and the Restrictions by filing an amendment or supplement to this Declaration covering the additional land and declaring it to be subject hereto.

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EXECUTED to be effective the date first written above.

TRANQUILITY, LP
a Texas limited partnership

By: Oakhull Management LLC,
a Texas limited liability company
Its: General Partner

By:_____
Chad Adams, President

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STATE OF TEXAS)
)
COUNTY OF ELLIS)

This instrument was acknowledged before me on _____, 2026, by Chad Adams, the President of Tumnus Estate, L.L.C., a Texas limited liability company, a Member of Oakhull Management LLC, a Texas limited liability company, the General Partner of Tranquility, LP, a Texas limited partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

_____
(Printed Name of Notary)

My Commission Expires:_____

STATE OF TEXAS)
)
COUNTY OF ELLIS)

This instrument was acknowledged before me on _____, 2026, by Sunny Patel, the Managing Member of Waxahachie ADP LLC, a Texas limited liability company, a Member of Oakhull Management LLC, a Texas limited liability company, the General Partner of Tranquility, LP, a Texas limited partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

_____
(Printed Name of Notary)

My Commission Expires:_____

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Exhibit A

PROPERTY DESCRIPTION

Legal description to be added

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Exhibit B

Plat

Plat to be added

DRAFT

EXHIBIT C

FENCING STANDARD

Architectural Review Committee Design Guidelines | DRAFT for Review | July 2026

1. Purpose and Applicability

This Fencing Standard establishes the approved fence types, materials, dimensions, and finishes for all fencing within the Tranquility Subdivision. It is adopted by the Homeowners Association ("HOA") and administered by the Architectural Review Committee ("ARC"). No fence shall be installed, replaced, or materially modified on any lot without prior written approval of the ARC. This Standard supplements the Tranquility Planned Development Ordinance; where the PD Ordinance imposes a stricter requirement, the PD Ordinance controls.

2. Approved Fence Types for Individual Residential Lots

- Ornamental steel (powder-coated square tubing) per Section 3.1
- Board-on-board cedar privacy fence with top cap per Section 3.2

3. Approved Fence Type Specifications

3.1 Ornamental Steel Specifications

Element	Specification
Height	48 inches (4′-0″) at common area and accent locations; 72 inches (6′-0″) where installed in lieu of a privacy fence. Height measured from finished grade.
Posts	2″ × 2″ square steel tubing, minimum 14-gauge wall, spaced 8′-0″ o.c. maximum; set in concrete footings min. 8″ diameter × 30″ deep (36″ at gates and corners).
Rails	1-1/2″ × 1-1/2″ square steel tubing, minimum 16-gauge wall. Two rails for 4′ height; three rails for 6′ height.
Pickets	3/4″ × 3/4″ square steel tubing, minimum 18-gauge wall, spaced 4″ o.c. maximum clear.
Finish	Factory powder coat over zinc-rich primer or e-coat; color: Black (flat or satin). Field welds touched up with zinc-rich primer and matching black paint. No raw, rusted, or field-painted-only tubing.
Gates	Same materials and finish; self-closing hinges where enclosing a pool per applicable code.

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3.2 Board-on-Board Cedar Privacy Fence Specification

Element	Specification
Height	72 inches (6′-0″) nominal, measured from finished grade; 8′-0″ maximum only where approved by the ACC to offset grade change.
Posts	2-3/8″ OD galvanized steel pipe, minimum 0.095″ wall (SS40 grade), or 2-1/2″ × 2-1/2″ 14-gauge galvanized square tubing; 8′-0″ o.c. maximum; set in concrete footings min. 8″ diameter × 30″ deep. Wood posts are not permitted.
Stringers / Rails	Three (3) 2×4 rails (treated pine or cedar), attached to steel posts with galvanized pipe-grip ties or welded brackets.
Pickets	1×6 Western Red Cedar, No. 2 grade or better, board-on-board pattern with minimum 1″ overlap. Smooth side facing outward (toward street or neighboring property).
Top Cap & Trim	2×6 cedar top cap with 1×4 cedar trim fascia below cap, both continuous.
Rot Board (optional)	2×6 or 2×8 pressure-treated kickboard at grade.
Fasteners	Hot-dipped galvanized or stainless ring-shank nails or coated exterior screws. No bright/uncoated fasteners.
Orientation	Finished (capped, trimmed) side must face all streets, common areas, and adjoining properties.

4. Stain and Finish Requirements — Wood Fencing

All cedar fencing visible from any street, common area, or adjoining lot shall be stained within sixty (60) days of installation and re-stained as needed to maintain a uniform appearance. Approved finish: semi-transparent, oil-based or acrylic exterior wood stain (no solid-color paint, no clear-only finish on street-facing runs).

5. Prohibited Fencing

- Chain link, welded-wire, hog panel, or agricultural field fencing visible from any street (except as permitted by the PD Ordinance for agricultural accessory use in rear pasture areas, subject to ACC approval).
- Vinyl, PVC, composite panel, corrugated metal, or fiberglass fencing.

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- Unstained, painted-only, or untreated pine privacy fencing on any street-facing or common-area-facing run.
- Barbed wire or electrified fencing, except as expressly permitted by the PD Ordinance.
- Raw, unfinished, or rusted metal pipe or tubing.

6. Submittal and Review

Prior to installation, the owner or builder shall submit to the ARC: (1) a site plan showing fence location relative to property lines, easements, and drainage corridors; (2) the fence type, height, and materials per this Standard; and (3) the stain color, if wood. Fences must be completed within ninety (90) days of approval. All fencing shall respect visibility triangles, drainage easements, and floodplain limits shown on the recorded plat.

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EXHIBIT D

ARCHITECTURAL GUIDELINES
FOR THE INSTALLATION OF SOLAR PANELS

1. These Architectural Guidelines for the Installation of Solar Panels ("Guidelines") are promulgated in accordance with Texas Property Code Section 202.010 and supersede any guidelines relating to the regulation of solar energy devices that may have previously been in effect.

2. Solar energy devices, including any related equipment or system components (collectively, "Solar Panels"), may be installed only after receiving written approval from the ARC. Approval will not be unreasonably withheld, conditioned, or delayed as long as the installation complies with the provisions of these Guidelines.

3. Solar Panels may not be installed on or within Common Properties or any area maintained by the Association.

4. Solar Panels may be installed only on designated locations on the roof of a Residence, on any other improvement permitted under the Declaration or Guidelines, or within any fenced rear-yard or fenced-in patio of an Owner's Lot.

5. If located on the roof of a Residence, Solar Panels must be located on the roof facing away from the nearest road or street, unless the Owner demonstrates that the location decreases the estimated annual energy production of the Solar Panels, as determined by using a publicly available modeling tool provided by the Natural Renewable Energy Laboratory (or its successor), by more than ten percent (10%) above the energy production of the Solar Panels.

6. If located on the roof of a Residence, Solar Panels must meet the following requirements:

(a) they must not extend higher than or beyond the roofline;

(b) they must conform to the slope of the roof;

(c) they must have a top edge that is parallel to the roofline; and

(d) they must have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace and that blends with the color of the roof to the greatest extent possible.

7. If located in the fenced rear-yard or fenced-in patio, Solar Panels must not be taller than the fence line.

8. The Architectural Committee may deny a request for the installation of Solar Panels if it is determined in writing that the placement of the Solar Panels as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Committee will approve a request for the installation of Solar Panels if the

Owner obtains the written approval of the proposed placement of the Solar Panels by all Owners of adjoining Lots, provided that (a) the installation meets all other requirements contained in these Guidelines and (b) the Architectural Committee determines that the placement of the Solar Panels as proposed by the Owner does not constitute a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.

9. Any installation of Solar Panels that voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.

10. Solar Panels must be properly maintained at all times or removed by the Owner.

11. Solar Panels that become nonfunctioning or inoperable must be removed by the Owner.

12. Solar Panels are prohibited if a court of competent jurisdiction determines that their installation violates any laws or threatens the public health or safety.

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EXHIBIT E

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS

1. Rain barrels or rainwater harvesting systems and related system components (collectively, "Rain Harvesting System") may be installed only after receiving written approval from the ARC. Approval will not be unreasonably withheld, conditioned, or delayed as long as the installation complies with the provisions of these Guidelines.

2. No Rain Harvesting System may be installed on or within Common Properties or any area maintained by the Association.

3. Under no circumstances may a Rain Harvesting System be installed or located in or on any area within a Lot that is between the front of the Owner's Residence and an adjoining or adjacent street.

4. Other than gutters and downspouts conventionally attached to a Living Unit or appurtenant Improvement, all components of a Rain Harvesting System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes, or hoses, must be substantially screened from public view from any street or Common Properties. Screening may be accomplished by one of the following:

(a) placing equipment behind a solid fence, a structure, or vegetation;

(b) burying the tanks or barrels; or

(c) placing equipment in an outbuilding approved by the Architectural Committee.

5. A rain barrel may be placed in a location that is visible from a street or Common Properties only if the configuration of the guttering system on the Residence precludes screening as described in Section 6, and the following restrictions are met:

(a) the barrel does not exceed fifty-five (55) gallons;

(b) the barrel is installed in close proximity to the Residence on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle;

(c) the barrel is fully painted in a single color to blend with the adjacent Residence, fence, or vegetation; and

(d) any hose attached to the barrel discharge is neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

6. Overflow lines from a Rain Harvesting System must not be directed onto or adversely affect adjacent properties or Common Properties.

7. A Rain Harvesting System must be of a color that is consistent with the color scheme of

the Owner's Residence and may not contain or display any language or other content that is not typically displayed on the Rain Harvesting System as manufactured.

8. Inlets, ports, vents, and other openings must be sealed or protected with mesh to prevent children, animals, and debris from entering the Rain Harvesting System. Open top storage containers are not allowed.

9. Harvested water must be used and not allowed to become stagnant or a health threat.

10. A Rain Harvesting System must be properly maintained at all times or removed by the Owner.

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EXHIBIT F

ARCHITECTURAL GUIDELINES FOR THE INSTALLATION OF FLAGPOLES AND THE DISPLAY OF FLAGS

1. **Committee Approval.**

(a) Not required. Advance written approval from the ARC is not required for displaying the following flags in compliance with these Guidelines (each a "Permitted Flag" and collectively "Permitted Flags"):

(1) the flag of the United States of America;

(2) the flag of the State of Texas; and

(3) an official or replica flag of any branch of the United States armed forces.

(b) Required. Advance written approval from the ARC is required for the following:

(1) the display of flags, pennants, banners, kits, or similar types of displays other than Permitted Flags, if the display is visible from a street or Common Properties;

(2) the installation of any freestanding flagpole; and

(3) the installation of any illumination associated with the display of any flag, including Permitted Flags.

(c) Reasonable approval. Approval under Section 1(b) will not be unreasonably withheld, conditioned, or delayed as long as display or installation complies with the provisions of these Guidelines.

3. **Guidelines for Displaying Flags.**

(a) Generally.

(1) Flags must be displayed from a flagpole. Flags may not be draped over or directly attached to any Improvement. For example, a Permitted Flag may not be laid across a fence, stapled to a garage door, or attached to any tree or other vegetation.

(2) Only one flag may be displayed on a flagpole attached to an Improvement. Up to two (2) flags may be displayed on an approved freestanding flagpole that is at least fourteen feet (14') tall.

(3) The display of any flag must comply with applicable zoning ordinances, easements, and setbacks of record.

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(4) Any flag flown or displayed on a freestanding flagpole may be no smaller than three feet (3') by five feet (5') in size, and no larger than four feet (4') by six feet (6') in size.

(5) Any flag flown or displayed on a flagpole attached to an Improvement may be no larger than three feet (3') by five feet (5') in size.

(6) A displayed flag must be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed.

(b) United States Flag. The flag of the United States must be displayed from a flagpole in accordance with 4 U.S.C. Sections 5-10.

(c) Texas Flag. The flag of the State of Texas must be displayed from a flagpole in accordance with Chapter 3100 of the Texas Government Code.

(d) Illumination of Flags. The illumination of a flag is allowed as long as it does not create a disturbance to other Owners in the Subdivision. Solar-powered, pole-mounted light fixtures are preferred as opposed to ground-mounted light fixtures. Compliance with all municipal requirements for electrical ground-mounted installations must be certified by the Owner. Flag illumination may not shine into another Living Unit. Neighbor complaints about flag illumination are a basis to prohibit further illumination until the Owner resolves the complaint.

4. **Guidelines for Flagpoles.**

(a) Use. Flagpoles are allowed solely for the purpose of displaying flags. If a flagpole is no longer used on a daily basis, it must be removed.

(b) Number. Only one flagpole is allowed per Lot.

(c) Location.

(1) The location of flagpoles must comply with applicable zoning ordinances, easements, and setbacks of record.

(2) Any freestanding flagpole must be located in an area that is set back from all property boundaries a distance at least equal to the height of the flagpole.

(3) Flagpoles may not be installed in Common Properties or property maintained by the Association.

(d) Installation.

(1) A flagpole can either be securely attached to the face of a Residence or be a freestanding flagpole.

(2) A flagpole attached to Residence may not exceed six feet (6') in length and must be securely attached with a bracket with an angle of thirty degrees (30º) to forty-five degrees (45º) down from vertical. The flagpole must be attached in a way that does not damage the Residence.

(3) A freestanding flagpole may not extend higher than or beyond the roofline of the adjacent Improvements or twenty feet (20') in height (inclusive of any ornamental caps), whichever is less.

(4) Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "quiet halyard" flag snaps installed. Neighbor complaints about noisy halyards are a basis to have a flag removed until the Owner resolves the complaint.

(e) Construction. All flagpoles must be constructed of permanent, long-lasting materials. The materials used for the flagpole must be harmonious with the Residence and have a finish appropriate to the materials used in the construction of the flagpole.

(f) Maintenance. Flagpoles must be maintained in good condition at all times. Any flagpole that is structurally unsafe or deteriorated must be repaired, replaced, or removed.

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Referenced City Standards

PLANNING, DEVELOPMENT AND INSPECTION SERVICES DEPARTMENT
108 W. Knox St.• Ennis, Texas 75119 • (972) 875-6442

Residential Estate (RE)
Lot Performance Standards

4.2.3 Residential Estate (RE)

(1) Purpose:

The Residential Estate (RE) district is intended to accommodate large estate style (one-acre) single-family detached residential uses and Accessory Buildings. The district provisions allow compatible agricultural uses that are in keeping with the rural character of these neighborhoods.

Figure i: Lot Dimension Measurement

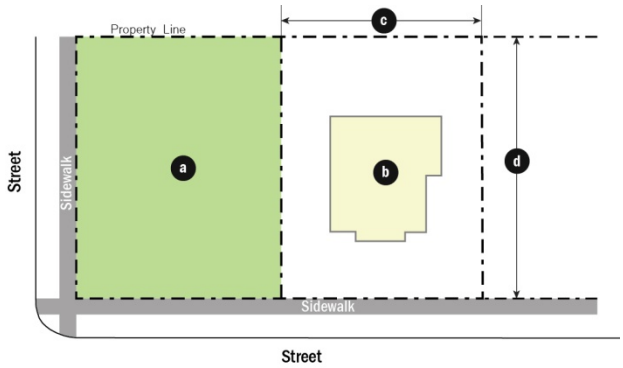


Figure ii. Setback Measurement

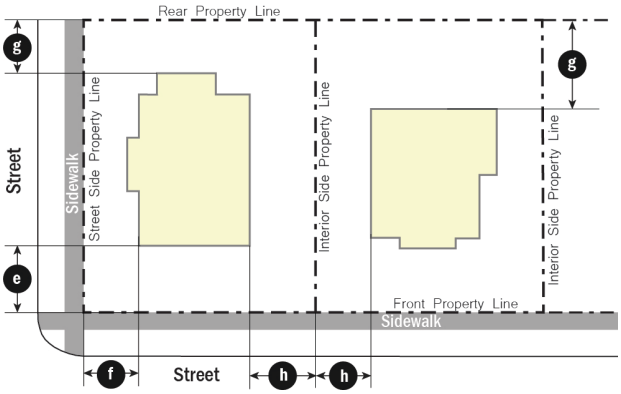
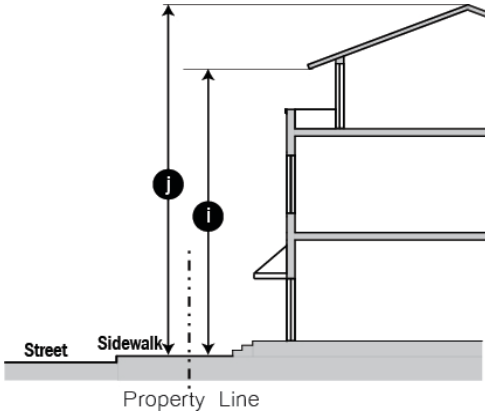


Figure iii. Height Measurement



(2) Density	
Dwelling Units/Acre (maximum)	1.0
(3) Lot Dimensions	
(a) Lot Area (minimum) sq. ft.	43,560
(b) Gross Living Area (minimum) sq. ft.	1,000
(c) Lot Width (minimum) feet	100
(d) Lot Depth (minimum) feet	120
(4) Setbacks	
(e) Street, Front (minimum) feet	
Arterial or Collector	30
Local Street	20
(f) Street, Side (minimum) feet	
All roadways	15
Alleys/private easements	10
(g) Rear (minimum) feet	10
Alley	5
Any residential lot	10
(h) Side, Interior (minimum) feet	10
(5) Height (maximum) feet	
(i) To highest level eave or parapet	35
(j) To top of the roof structure	45
(6) Lot Coverage (maximum) Percentage	
All buildings on the lot	40%

Street and Right-of-Way Requirements

access easements shall be required between and/or across any non-residential lots fronting on arterial and collector streets in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots. The location and dimensions of the easement shall be in accordance with the city's Infrastructure Design Standards. A note shall be provided on the plat indicating the lots served by the private access easement. The minimum width of a private access easement shall be 20 feet. The easement shall be increased to 24 feet when it functions as a required fire lane. For 24-foot and 22-foot local standards, private access easements are required to provide rear access to residential lots. For this use, the private access easement width may be reduced by the Administrator if not needed for fire access..

(d) Maintenance of Private Access Easement: Maintenance of any private access easement is the responsibility of the property owner or property owner's association, as applicable. When an easement is created by plat, a maintenance note as approved by the Administrator shall be added to the plat acknowledging maintenance responsibility. When the easement is created by separate instrument, the maintenance responsibility shall be acknowledged with the separate instrument.

(e) Adequate Access: Each single-family residential subdivision shall have at least two constructed points of public ingress and egress, except:

i. When 30 or fewer residential units are constructed with one point of street ingress and egress.

ii. The Administrator may approve up to 40 units with one point of access when requested. In evaluating a request, the Administrator shall consider factors including the timing of construction of other public improvements that provide a second point of access, public safety, and convenience, especially if undeveloped property is adjoining the subdivision and future stub streets are provided.

iii. The City Commission may grant a waiver to these regulations for more than 40 units with one point of access only when unique topographic or infill circumstances exist.

(f) Stub Streets Required: Street stubs for future connections shall be required to any adjoining undeveloped property at a minimum spacing of 1,000 feet. A street stub for a future connection may provide the justification for the waiver of the Adequate Access (see (e) above) requirement.

(5) Street Layout Requirements

(a) Intersections

i. Intersection Offsets

1. No street intersecting an arterial or collector street shall vary from a 90 degree angle of intersection by more than 10 degrees.
2. The number of collector or local street offsets shall be minimized. However, when approved by the Administrator because no other reasonable alternative exists, a minimum centerline offset distance of 125 feet shall be maintained.
3. There shall be a minimum of 600 feet between intersections of arterials or collector type streets.

ii. Arterial streets shall be intersected only by collector streets or other arterial streets, unless the only means of ingress and egress to a subdivision is from the arterial street. In this event, the local street intersection may be required to be configured to accommodate stacking and turning traffic with a flared intersection per the city's Infrastructure Design Standards. All costs associated with the construction of this flare configuration shall be borne by the developer.

iii. Visibility triangles, as required by **Article VII**, shall be provided at the intersection of all public streets. In addition, visibility easements may be required where sight distance may be limited due to topography, roadway curvature, vegetation, or other sight hindrance. The easement shall be dedicated by plat.

(b) Residential Block Length: The following standards shall be followed in the design of residential blocks.

i. Block lengths and cul-de-sacs shall be appropriate to the density and type of development as follows:

1. Generally, the maximum length of any block in a residential zone district shall be 600 feet.
2. If utilizing rural standards, the maximum block length shall be 1000 to 1200 feet with a maximum of 12 lots.

ii. Alternative Block Lengths

1. The Administrator may approve alternative block lengths under the following conditions:

(The rest of this page left blank intentionally.)

a. Proximity to a railway, expressway, waterway
b. Topographic features
c. An infill development with no alternate access

2. When considering a request for alternative block lengths, the Administrator shall consider the following:
   a. Alternative designs which would reduce block length
   b. The effect of long blocks on access, congestion, and delivery of municipal services
   c. Means of mitigation, including but not limited to mid-block turnarounds, limitation on the number of lots to be created and served, temporary points of access, and additional fire protection measures

(c) Curvilinear Street Design Requirements

i. Roadway layout may include curvilinear design. If curvilinear street design is utilized, then local and collector streets shall be designed with a maximum of 50 percent of the lots within the subdivision to have curved frontage.

ii. The roadways shall also conform to the following:
   1. Fit the road to natural topography
   2. Avoid monotony of lot appearance
   3. Reduce speeds through neighborhoods
   4. Discourage through traffic intrusions by eliminating straight views from one block to the next

iii. Local and collector streets that connect one major collector or arterial to another major collector or arterial directly are discouraged.

(d) Cul-de-Sacs: Dead end streets are permitted only where a future extension or connection is anticipated or planned into adjacent property. If the dead end is greater than 150 feet measured from the property line, a turnaround facility will be required. The developer shall be responsible for acquiring the right-of-way or easement and constructing the turnaround. The turnaround will be considered temporary until the street is extended or a permanent cul-de-sac is constructed. The temporary turnaround may be constructed without curb and gutter but shall meet all other design criteria. The turnaround shall be constructed off-site, unless the developer is unable to obtain off-site right-of-way. The Administrator may approve the construction of the turnaround within the limits of the development based on phasing and timing of future connectivity.

i. A cul-de-sac shall have a 50-foot right-of-way radius at the closed end. The radius of the paved area of the turnaround shall be a minimum of 39 feet.

(c) Local Streets: For local streets, the right-of-way can vary depending on the standards utilized as shown in **Table 9.3-2** below:

TABLE 9.3-2: Right of Way Widths and Local Streets

Pavement Width	Right-of-Way Width	On-Street Parking (Parallel)
30 feet (curb & gutter)	50 feet	Allowed on both sides
26 feet (curb & gutter)	50 feet	Allowed on one side
28 feet (rural design)	60 feet plus 10 feet drainage easement on each side	None allowed

i. Rural Design: A rural design for a local street includes 28 feet of pavement with no curb and gutter. This standard shall only be used in residential developments with lots one acre or greater in size. On street parking shall not be permitted.

ii. Flare at Intersection: Right-of-way for all local streets shall flare to 60 feet at intersections with any arterial street.

(d) Alleys:

i. Residential alleys shall be a minimum of 20-foot wide ROW with a minimum 12-foot wide pavement.

ii. Commercial alleys shall be minimum 24-foot wide ROW with a minimum 24-foot wide pavement.

(7) Sidewalks

(a) Sidewalks Required: The developer shall install sidewalks on all public streets within and abutting the development and standards shall meet **Article VII**. Sidewalks are not required for the local rural streets where the lots are one acre or larger in area. A waiver of sidewalks may be granted by the Administrator if it is determined that construction is not feasible at time of development for engineering reasons or inappropriate due to the nature of the project.

(b) Standards: Sidewalks shall be built in accordance with the City's Infrastructure Design Standards, any adopted Trail Plan, and Texas Accessibility Standards.

(c) The developer may, at his own option, choose to provide additional private access easements for sidewalks, walkways, or bicycle facilities. Construction and maintenance of these private access easements will be the responsibility of the developer and/or subsequent owners.

(8) Development Requirements

(a) State Roadways: The developer may be required to construct curbs, gutters, and sidewalks to TxDOT's standards on developments abutting roadways designated as state highways, or on right-of-way or land owned by the State.

(b) Coordination with Planned Street Projects: Where a development will abut an existing street for which construction plans have been prepared for future improvements, the plans for the development shall be coordinated with the street construction plans. If the developer requests an alteration to the construction plans, and the City agrees to the alteration, the developer shall pay to revise the plans as necessary and escrow any increased construction costs. The escrow will not be

Street Design Standards
&
Details

streets, and all alleys, shall meet all requirements shown in this Standard for street lights, street signs, pavement marking, and duct banks.

B. All testing shall be at the contractor's or developer's expense and completed by a testing laboratory approved by the Public Works Director with current AASHTO accreditation that demonstrates the laboratory's capabilities to perform applicable test procedures. The City shall determine the type, frequency and location of all required testing. Testing laboratories shall notify the City 48-hours in advance of field testing or sampling. A copy of all test results shall be provided to the City of Ennis Public Works Director for approval. All contractors must satisfactorily pass all tests with written test results in the City's possession before the City will approve any construction.

1. No surface paving may be installed unless the sub-grade and base (if applicable) has passed density compaction testing for the appropriate moisture content range per TxDOT Items 132 and 247 as applicable.

2. No surface paving may be placed without passing the sub-base preparation test.

3. The City may periodically require additional test or proof rolling to assist them in evaluating the quality of work.

4. No concrete may be poured without an inspector on site.

5. No concrete may be poured before 6:00 AM without express written authorization from the Director of Public Works.

6. All concrete paving, asphalt paving, and base courses are subject to coring for verification of depth. All core testing shall be at the expense of the developer and shall be performed by a laboratory selected by the City of Ennis Director of Public Works. All coring holes shall be immediately sealed with a City of Ennis approved material to the appropriate level.

C. Where referred to in this Standard, Proof Rolling shall be defined as:

1. Upon completion of subgrade, subbase or base compaction the exposed subgrade areas shall be properly proof rolled in order to verify suitability to receive the base or pavement course.

2. Proof roll shall consist of passing over the exposed surface with a 25 ton (+/- 1-ton) loaded tandem dump truck during dry weather and observed by the City Inspector. Result of observations shall be documented including horizontal limits of area rolled, approximate extent of vertical deflections, and any observed excessive rutting or pumping (soft spots). Excessive rutting shall be considered prolonged deflection (rutting) in excess of 1-inch for new construction or ½-inch for reconstruction. Excessive pumping shall be considered temporary deflection with rebound (pumping) in excess of 1-inch for new construction or ½-inch for reconstruction. Areas of surface soils that are observed to excessively rut or excessively pump under the truck load (unsuitable subgrade) shall be removed to such an extent as directed by the Inspector, replaced with sand or other approved suitable material, and compacted.

2.2. – Design

A. Residential Streets:

1. Shall be constructed in accordance with a pavement design performed by a professional engineer, licensed in the state of Texas. The AASHTO pavement design method shall be used, except that other methods may be proposed for consideration by the Public Works Director. A geotechnical investigation and report of the site soils shall be performed by a professional engineer, licensed in the state of Texas in support of the pavement design and submitted to the City of Ennis.

2. Streets shall be a minimum of thirty (30) feet in width (back of curb-to-back of curb) and located within a fifty (50) foot minimum ROW.

3. Residential streets shall consist of hot-mix asphalt (flexible pavement design). See street section detail.

4. Hot-mix asphalt surfacing shall be in accordance with TxDOT standard specification item 340, *Dense-Graded Hot-Mix Asphalt (Small Quantity)*. Hot-mix shall be Type C, PG 64-22, two and one-half (2 1/2) inches typical.

5. All Residential streets shall have a minimum eight (8) inches of Flexible Base Material for base layer with a minimum of four (4) inches of the flexible base material extended beyond the proposed street width a minimum of one-foot on both sides. For example, on a proposed 30-foot wide street the subgrade shall be worked at 32-foot width.

6. Flexible Base Material shall be placed on (6) inch thick lime stabilized subgrade or flexible base material similar to the requirements for Industrial/Commercial and Collector Concrete Paved Streets.

7. Proof rolling of the finished subgrade with a loaded tandem axle dump truck may be required and witnessed by the City inspectors immediately prior to placement of the base layer (flexible base material).

8. All testing shall be at the developer's expense and completed by a testing laboratory approved by the City and with current AASHTO accreditation that demonstrates the laboratory's capabilities to perform applicable test procedures.

9. The City may periodically require additional test or proof rolling to assist them in evaluating the quality of work.

10. All new residential subdivision streets shall typically require a mountable/laydown curb and gutter. On a case by case basis, however, the Public Works Director reserves the right to require six (6) inch integral stand up curbs in lieu of mountable curbs.

11. Valley gutters shall be required at all intersecting streets where drainage flows across the intersection. See pavement detail sheets for valley gutter cross-section detail.

12. At the Public Works Director's discretion, concrete residential streets (rigid pavement design) may be allowed and shall be a minimum of six (6) inch thickness reinforced concrete pavement.

    a. Concrete streets shall be a minimum of thirty (30) feet in width (back of curb to back of curb) and located within a minimum fifty (50) foot ROW.

    b. Concrete streets shall consist of six sack, minimum 4,000 psi compressive strength concrete for 28-day breaks, NCTCOG Class P1.

    c. Concrete streets shall, at a minimum, be reinforced with No. 4 (1/2 inch) steel deformed reinforcement bars placed on 12-inch centers both directions and tied at every overlap (splice).

    d. All splices shall have a length of not less than 30x the diameter of the reinforcement bar.

    e. Concrete Pavement shall be constructed on lime stabilized subgrade or flexible base material similar to the requirements for Industrial/Commercial and Collector Concrete Paved Streets.

    f. Driveways shall be constructed of 6" thick 4,000 psi concrete reinforced with No. 4 (1/2 inch) steel reinforcement bars placed on 18-inch centers both directions and tied at every overlap (splice).

B. Industrial/Commercial and Collector:

1. Shall be constructed in accordance with a pavement design performed by a professional engineer, licensed in the state of Texas. The AASHTO pavement design method shall be used, except that other methods may be proposed for consideration by the Public Works Director. A geotechnical investigation and report of the site soils shall be performed by a professional engineer, licensed in the state of Texas in support of the pavement design submitted to the city.

2. Concrete streets (rigid pavement design) shall be a minimum of seven (7) inch thickness reinforced concrete pavement for collector streets, and eight (8) inches or more for commercial/ industrial streets. The Public Works Director reserves the right to require a traffic study to be conducted by the Owner/Contractor in support of proposed pavement design and concrete thickness.

3. Streets shall be minimum widths as listed below:

    a. Industrial/Commercial – forty- eight (48') feet – sixty (60') feet, seventy (70') feet – eighty (80') ROW

    b. Collector – thirty- seven (37' B-B) feet – forty- four (44' B-B) feet based on anticipated traffic, sixty (60') feet – seventy (70) feet ROW

4. Concrete streets shall consist of six sack, minimum 4,500 psi compressive strength concrete for 28-day breaks, NCTCOG Class P2.

5. Concrete streets shall, at a minimum, be reinforced with No. 4 (1/2 inch) steel reinforcement bars placed on 12-inch centers both directions and tied at every overlap (splice).

6. Pavement shall be constructed on eight (8) inch thick Lime Stabilized Subgrade or on flexible base material. Lime stabilized subgrade and compaction shall meet or exceed the following requirements:

    a. The subgrade shall be treated with lime at a rate of 6% by weight and mixed wet. Due to the potential presence of sulfates an observation/mellowing period will be required. The treated area shall be kept moist for a period of 4-days. A seal coat may be applied at an appropriate rate for the asphalt emulsion chosen from TxDOT Item 300, Table 18 rather than keeping the surface wet or as approved by the City.

    b. After 4-days the subgrade shall be re-mixed and compacted to a density of not less than ninety-five (95) percent of the maximum density at +3%/-0% of optimum moisture content for a depth of eight (8) inches below the finished subgrade elevation.

    c. Proof rolling of the finished grade with a loaded tandem axle dump truck may be required and witnesses by City Inspectors.

7. If used in lieu of lime stabilized subgrade, flexible base may be placed at a minimum six (6) inches thickness placed on proof rolled subbase.

    a. Proof rolling of the finished grade subbase with a loaded tandem axle dump truck will be required and witnessed by a City Inspector.

8. Stabilized subgrade or flexible base shall extend a minimum 1'-0" outside the proposed back of curb for the width of the street being installed.

9. Streets shall have six (6) inch integral stand up curbs.

10. Fire lanes and commercial property driveway approaches shall be constructed to the same materials, thickness, reinforcing, subgrade or base, and design requirements as collector street pavement.

C. Alleys:

1. Shall be constructed in accordance with a pavement design performed by a professional engineer, licensed in the state of Texas. The AASHTO pavement design method shall be used, except that other methods may be proposed for consideration by the Public Works Director. A geotechnical investigation and report of the site soils shall be performed by a professional engineer, licensed in the state of Texas in support of the pavement design submitted to the city.

2. Alleys (rigid pavement design) shall be a minimum of six (6) inch thickness reinforced concrete pavement. The Public Works Director reserves the right to require a traffic study to be conducted by the Owner/Contractor in support of proposed pavement design and concrete thickness.

3. Alleys shall be minimum width of twenty (20') feet edge to edge on twenty-five (25') ROW.

4. Concrete Alleys shall consist of six sack, minimum 4,000 psi compressive strength concrete for 28-day breaks, NCTCOG Class P1.

5. Concrete Alleys shall, at a minimum, be reinforced with No. 4 (1/2 inch) steel reinforcement bars placed on 12-inch centers both directions and tied at every overlap (splice).

6. Alley pavement shall be constructed on eight (8) inch thick Lime Stabilized Subgrade or on flexible base material. Lime stabilized subgrade and compaction shall meet or exceed the following requirements:

   a. The subgrade shall be treated with lime at a rate of 6% by weight and mixed wet. Due to the potential presence of sulfates an observation/mellowing period will be required. The treated area shall be kept moist for a period of 4-days. A seal coat may be applied at an appropriate rate for the asphalt emulsion chosen from TxDOT Item 300, Table 18 rather than keeping the surface wet or as approved by the City.

   b. After 4-days the subgrade shall be re-mixed and compacted to a density of not less than ninety-five (95) percent of the maximum density at +4%/-0% of optimum moisture content for a depth of eight (8) inches below the finished subgrade elevation.

   c. Proof rolling of the finished grade with a loaded tandem axle dump truck may be required and witnesses by City Inspectors.

   d. All testing shall be at the developer's expense and completed by a testing laboratory approved by the City and with current AASHTO accreditation that demonstrates the laboratory's capabilities to perform applicable test procedures.

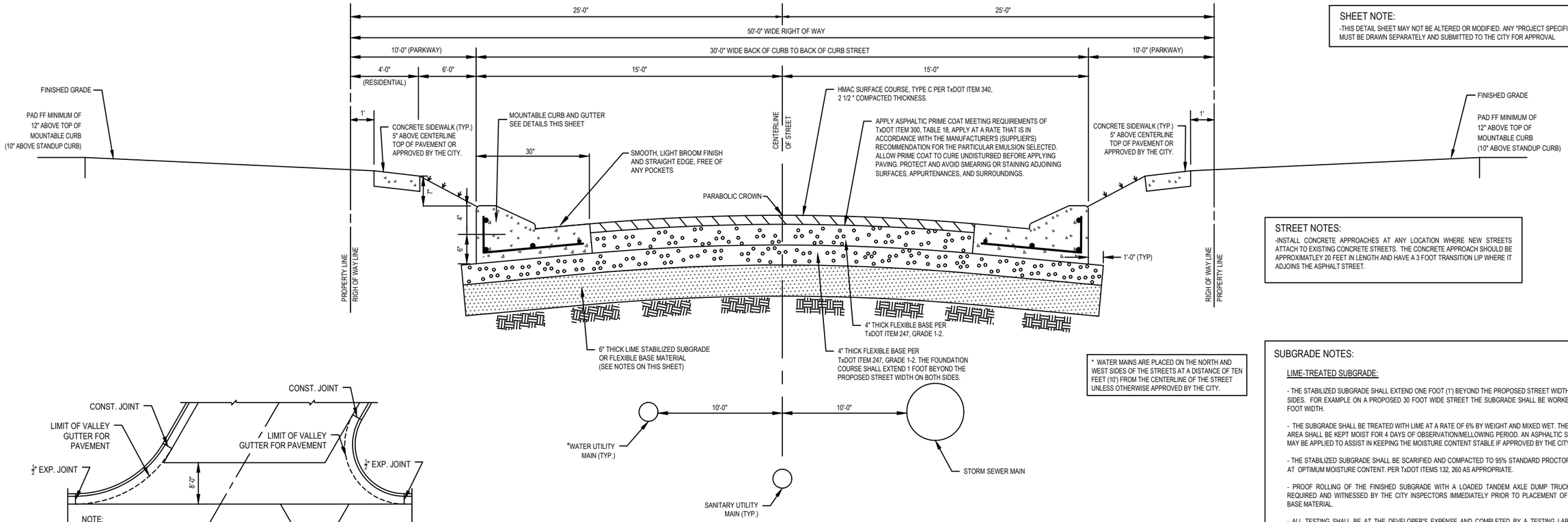
   e. The City may periodically require additional test or proof rolling to assist them in evaluating the quality of work.

7. If used in lieu of lime stabilized subgrade, flexible base may be placed at a minimum six (6) inches thickness placed on proof rolled subbase.

   a. Proof rolling of the finished grade subbase with a loaded tandem axle dump truck will be required and witnessed by a City Inspector.

8. Stabilized subgrade or flexible base shall extend a minimum 1'-0" outside the proposed edge of pavement for the width of the alley being installed.

9. Alley shall have no curbs but shall be constructed in a "Vee" shape with 2% slope toward the center of the alley.



RESIDENTIAL STREET TYPICAL SECTION

SHEET NOTE:

-THIS DETAIL SHEET MAY NOT BE ALTERED OR MODIFIED. ANY "PROJECT SPECIFIC" DETAIL MUST BE DRAWN SEPARATELY AND SUBMITTED TO THE CITY FOR APPROVAL

STREET NOTES:

-INSTALL CONCRETE APPROACHES AT ANY LOCATION WHERE NEW STREETS ATTACH TO EXISTING CONCRETE STREETS. THE CONCRETE APPROACH SHOULD BE APPROXIMATLEY 20 FEET IN LENGTH AND HAVE A 3 FOOT TRANSITION LIP WHERE IT ADJOINS THE ASPHALT STREET.

* WATER MAINS ARE PLACED ON THE NORTH AND WEST SIDES OF THE STREETS AT A DISTANCE OF TEN FEET (10') FROM THE CENTERLINE OF THE STREET UNLESS OTHERWISE APPROVED BY THE CITY.

SUBGRADE NOTES:

LIME-TREATED SUBGRADE:

- THE STABILIZED SUBGRADE SHALL EXTEND ONE FOOT (1') BEYOND THE PROPOSED STREET WIDTH ON BOTH SIDES. FOR EXAMPLE ON A PROPOSED 30 FOOT WIDE STREET THE SUBGRADE SHALL BE WORKED AT A 32 FOOT WIDTH.

- THE SUBGRADE SHALL BE TREATED WITH LIME AT A RATE OF 6% BY WEIGHT AND MIXED WET. THE TREATED AREA SHALL BE KEPT MOIST FOR 4 DAYS OF OBSERVATION/MELLOWING PERIOD. AN ASPHALTIC SEAL COAT MAY BE APPLIED TO ASSIST IN KEEPING THE MOISTURE CONTENT STABLE IF APPROVED BY THE CITY.

- THE STABILIZED SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT. PER TxDOT ITEMS 132, 260 AS APPROPRIATE.

- PROOF ROLLING OF THE FINISHED SUBGRADE WITH A LOADED TANDEM AXLE DUMP TRUCK MAY BE REQUIRED AND WITNESSED BY THE CITY INSPECTORS IMMEDIATELY PRIOR TO PLACEMENT OF FLEXIBLE BASE MATERIAL.

- ALL TESTING SHALL BE AT THE DEVELOPER'S EXPENSE AND COMPLETED BY A TESTING LABORATORY APPROVED BY THE CITY AND WITH CURRENT AASHTO ACCREDITATION THAT DEMONSTRATES THE LABORATORY'S CAPABILITIES TO PERFORM APPLICABLE TEST PROCEDURES.

- THE CITY MAY PERIODICALLY REQUIRE ADDITIONAL TESTS TO ASSIST THEM IN EVALUATING THE QUALITY OF WORK AND CONTRACTOR'S PERFORMANCE.

FLEXIBLE BASE SUBGRADE

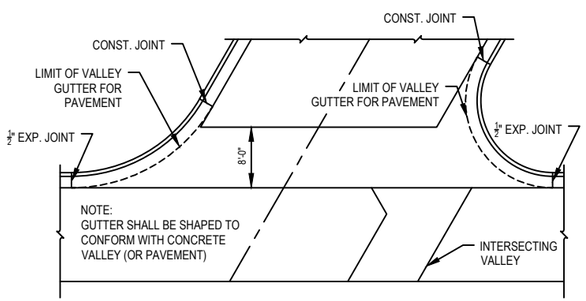
- FLEXIBLE BASE MATERIAL MAY BE USED IN LIEU OF LIME STABILIZED SUBGRADE.

- MATERIAL AND INSTALLATION SHALL COMPLY WIHT TxDOT ITEM 247, GRADE 1-2.

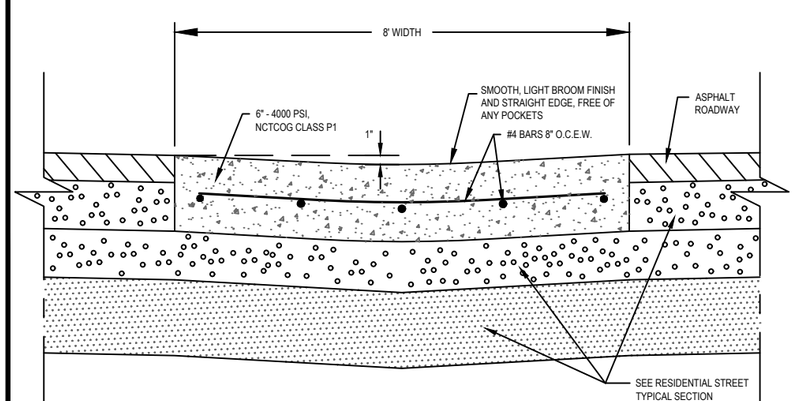
- IF USED IN LIEU OF STABILIZED SUBGRADE, FLEXIBLE MATERIAL SHALL BE PLACED AT A MINIMUM OF SIX (6) INCHES THICKNESS AND PLACED ON PROOF ROLLED SUBBASE.

- PROOF ROLLING OF THE FINISHED GRADE SUBBASE WITH A LOADED TANDEM AXLE DUMP TRUCK WILL BE REQUIRED AND WITNESSED BY CITY INSPECTORS.

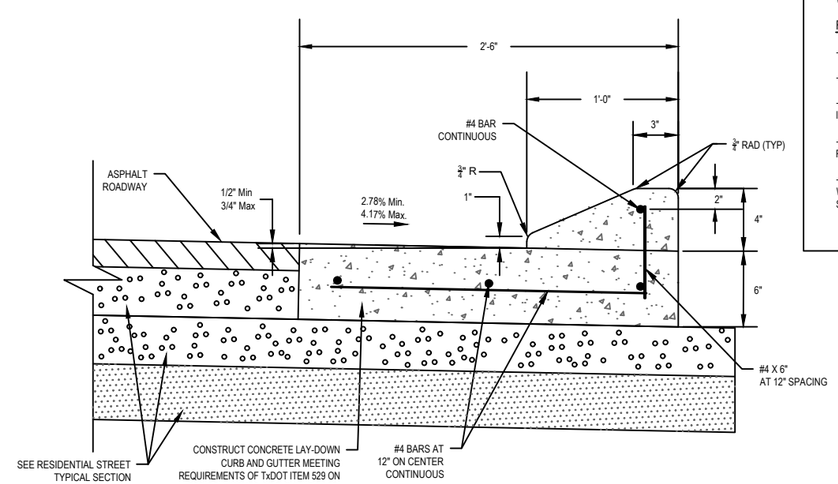
- FLEXIBLE BASE SHALL EXTEND A MINIMUM OF 1'-0" OUTSIDE OF THE PROPOSED BACK OF CURB FOR THE WIDTH OF THE STREET BEING INSTALLED. FOR EXAMPLE ON A PROPOSED 30 FOOT WIDE STREET THE SUBGRADE SHALL BE WORKED AT A 32 FOOT WIDTH.



THE REINFORCED CONCRETE VALLEY SHALL REPLACE THE TOP OF THE PAVEMENT WITH THE REMAINING PORTION OF THE PAVEMENT TO BE CONSTRUCTED INCLUDING SUBGRADE TREATMENT, IN ACCORDANCE WITH THE TYPICAL PAVING SECTION. THE CONCRETE VALLEY WILL BE GOVERNED ACCORDING TO CITY STANDARDS FOR CONCRETE CURB AND GUTTER



VALLEY GUTTER DETAIL



MOUNTABLE CURB & GUTTER DETAIL

DETAILS SHOWN NOT TO SCALE

CITY OF ENNIS, TEXAS
PUBLIC WORKS

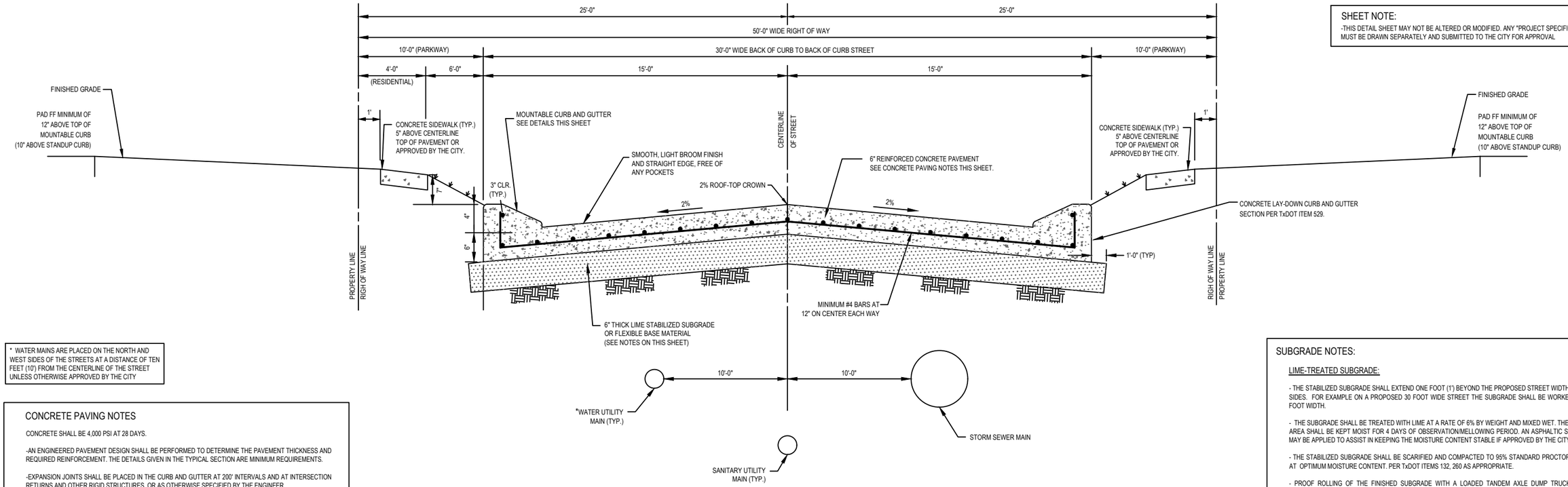
STREETS

RESIDENTIAL STREET DETAILS - HMAC

NO:	REVISION:	DATE:	SHEET:
		10/13/2022	ST-1

SHEET NOTE:

-THIS DETAIL SHEET MAY NOT BE ALTERED OR MODIFIED. ANY "PROJECT SPECIFIC" DETAIL MUST BE DRAWN SEPARATELY AND SUBMITTED TO THE CITY FOR APPROVAL



RESIDENTIAL STREET CONCRETE SECTION

* WATER MAINS ARE PLACED ON THE NORTH AND WEST SIDES OF THE STREETS AT A DISTANCE OF TEN FEET (10') FROM THE CENTERLINE OF THE STREET UNLESS OTHERWISE APPROVED BY THE CITY

CONCRETE PAVING NOTES

CONCRETE SHALL BE 4,000 PSI AT 28 DAYS.

-AN ENGINEERED PAVEMENT DESIGN SHALL BE PERFORMED TO DETERMINE THE PAVEMENT THICKNESS AND REQUIRED REINFORCEMENT. THE DETAILS GIVEN IN THE TYPICAL SECTION ARE MINIMUM REQUIREMENTS.

-EXPANSION JOINTS SHALL BE PLACED IN THE CURB AND GUTTER AT 200' INTERVALS AND AT INTERSECTION RETURNS AND OTHER RIGID STRUCTURES, OR AS OTHERWISE SPECIFIED BY THE ENGINEER.

-CURB SAWED JOINTS SHALL BE PLACED TO MATCH THE PAVEMENT JOINTS. DEPTH OF SAWCUT SHALL BE 1/4 THE THICKNESS OF THE CURB, AND EXTEND TO THE BACK OF THE CURB.

SUBGRADE NOTES:

LIME-TREATED SUBGRADE:

- THE STABILIZED SUBGRADE SHALL EXTEND ONE FOOT (1') BEYOND THE PROPOSED STREET WIDTH ON BOTH SIDES. FOR EXAMPLE ON A PROPOSED 30 FOOT WIDE STREET THE SUBGRADE SHALL BE WORKED AT A 32 FOOT WIDTH.

- THE SUBGRADE SHALL BE TREATED WITH LIME AT A RATE OF 6% BY WEIGHT AND MIXED WET. THE TREATED AREA SHALL BE KEPT MOIST FOR 4 DAYS OF OBSERVATION/MELLOWING PERIOD. AN ASPHALTIC SEAL COAT MAY BE APPLIED TO ASSIST IN KEEPING THE MOISTURE CONTENT STABLE IF APPROVED BY THE CITY.

- THE STABILIZED SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT. PER TxDOT ITEMS 132, 260 AS APPROPRIATE.

- PROOF ROLLING OF THE FINISHED SUBGRADE WITH A LOADED TANDEM AXLE DUMP TRUCK MAY BE REQUIRED AND WITNESSED BY THE CITY INSPECTORS IMMEDIATELY PRIOR TO PLACEMENT OF FLEXIBLE BASE MATERIAL.

- ALL TESTING SHALL BE AT THE DEVELOPER'S EXPENSE AND COMPLETED BY A TESTING LABORATORY APPROVED BY THE CITY AND WITH CURRENT AASHTO ACCREDITATION THAT DEMONSTRATES THE LABORATORY'S CAPABILITIES TO PERFORM APPLICABLE TEST PROCEDURES.

- THE CITY MAY PERIODICALLY REQUIRE ADDITIONAL TESTS TO ASSIST THEM IN EVALUATING THE QUALITY OF WORK AND CONTRACTOR'S PERFORMANCE.

FLEXIBLE BASE SUBGRADE

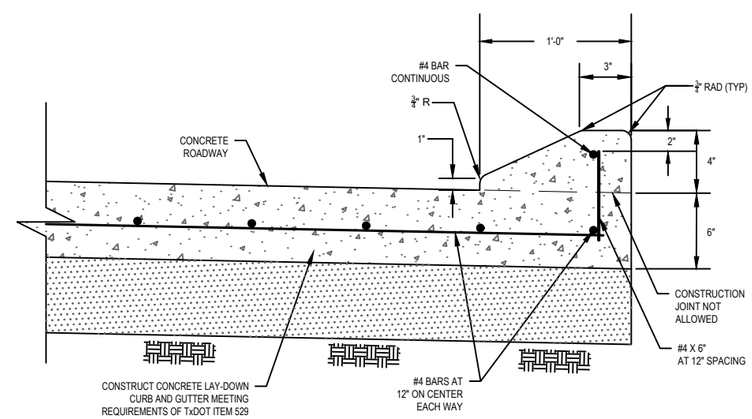
- FLEXIBLE BASE MATERIAL MAY BE USED IN LIEU OF LIME STABILIZED SUBGRADE.

- MATERIAL AND INSTALLATION SHALL COMPLY WIHT TxDOT ITEM 247, GRADE 1-2.

- IF USED IN LIEU OF STABILIZED SUBGRADE, FLEXIBLE MATERIAL SHALL BE PLACED AT A MINIMUM OF SIX (6) INCHES THICKNESS AND PLACED ON PROOF ROLLED SUBBASE.

- PROOF ROLLING OF THE FINISHED GRADE SUBBASE WITH A LOADED TANDEM AXLE DUMP TRUCK WILL BE REQUIRED AND WITNESSED BY CITY INSPECTORS.

- FLEXIBLE BASE SHALL EXTEND A MINIMUM OF 1'-0" OUTSIDE OF THE PROPOSED BACK OF CURB FOR THE WIDTH OF THE STREET BEING INSTALLED. FOR EXAMPLE ON A PROPOSED 30 FOOT WIDE STREET THE SUBGRADE SHALL BE WORKED AT A 32 FOOT WIDTH.



MOUNTABLE CURB & GUTTER DETAIL

DETAILS SHOWN NOT TO SCALE

CITY OF ENNIS, TEXAS
PUBLIC WORKS

STREETS

RESIDENTIAL STREET DETAILS - CONCRETE

NO:	REVISION:	DATE:	SHEET:
		10/13/2022	ST-2

SHEET NOTE:

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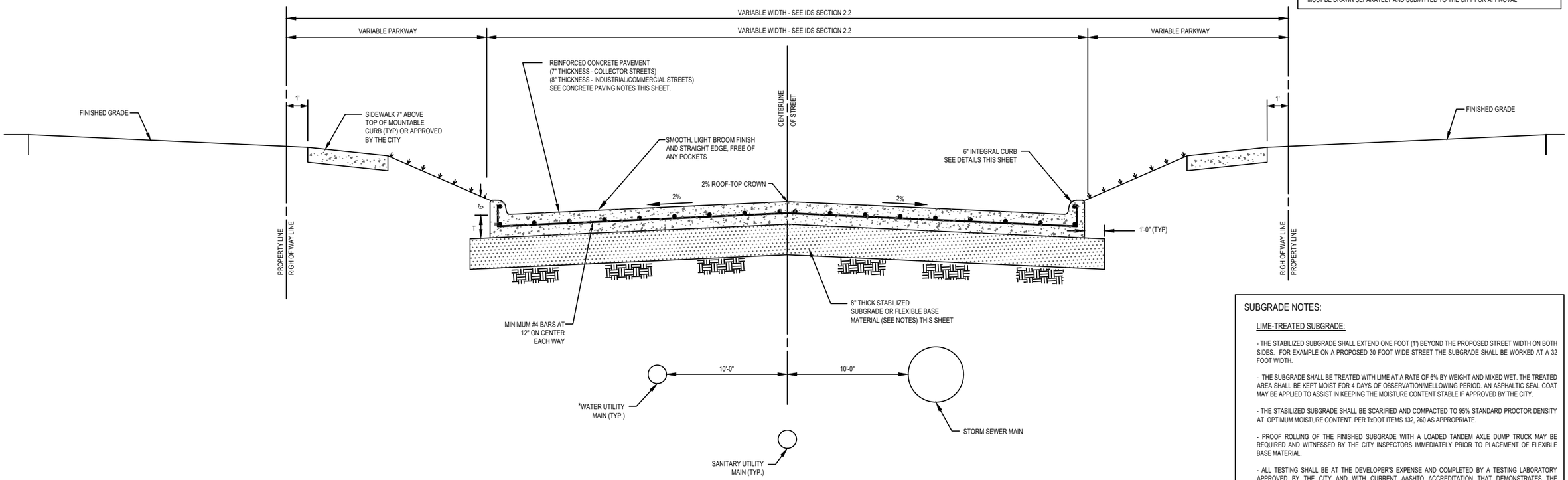

INDUSTRIAL/COMMERCIAL AND
COLLECTOR STREET TYPICAL SECTION

SUBGRADE NOTES:

LIME-TREATED SUBGRADE:

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- THE SUBGRADE SHALL BE TREATED WITH LIME AT A RATE OF 6% BY WEIGHT AND MIXED WET. THE TREATED AREA SHALL BE KEPT MOIST FOR 4 DAYS OF OBSERVATION/MELLOWING PERIOD. AN ASPHALTIC SEAL COAT MAY BE APPLIED TO ASSIST IN KEEPING THE MOISTURE CONTENT STABLE IF APPROVED BY THE CITY.

- THE STABILIZED SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY AT OPTIMUM MOISTURE CONTENT. PER TxDOT ITEMS 132, 260 AS APPROPRIATE.

- PROOF ROLLING OF THE FINISHED SUBGRADE WITH A LOADED TANDEM AXLE DUMP TRUCK MAY BE REQUIRED AND WITNESSED BY THE CITY INSPECTORS IMMEDIATELY PRIOR TO PLACEMENT OF FLEXIBLE BASE MATERIAL.

- ALL TESTING SHALL BE AT THE DEVELOPER'S EXPENSE AND COMPLETED BY A TESTING LABORATORY APPROVED BY THE CITY AND WITH CURRENT AASHTO ACCREDITATION THAT DEMONSTRATES THE LABORATORY'S CAPABILITIES TO PERFORM APPLICABLE TEST PROCEDURES.

- THE CITY MAY PERIODICALLY REQUIRE ADDITIONAL TESTS TO ASSIST THEM IN EVALUATING THE QUALITY OF WORK AND CONTRACTOR'S PERFORMANCE.

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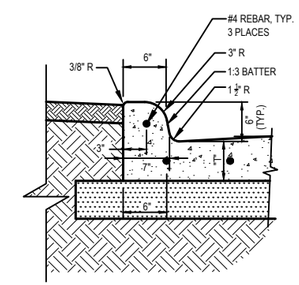
CONCRETE PAVING NOTES

CONCRETE SHALL BE 4,500 PSI AT 28 DAYS.

-AN ENGINEERED PAVEMENT DESIGN SHALL BE PERFORMED TO DETERMINE THE PAVEMENT THICKNESS AND REQUIRED REINFORCEMENT. THE DETAILS GIVEN IN THE TYPICAL SECTION ARE MINIMUM REQUIREMENTS.

-EXPANSION JOINTS SHALL BE PLACED IN THE CURB AND GUTTER AT 200' INTERVALS AND AT INTERSECTION RETURNS AND OTHER RIGID STRUCTURES, OR AS OTHERWISE SPECIFIED BY THE ENGINEER.

-CURB SAWED JOINTS SHALL BE PLACED TO MATCH THE PAVEMENT JOINTS. DEPTH OF SAWCUT SHALL BE 1/4 THE THICKNESS OF THE CURB, AND EXTEND TO THE BACK OF THE CURB.



NOTES:

1. EXPANSION JOINTS SHALL BE CONSTRUCTED USING JOINT MATERIAL OF AN APPROVED TYPE.
2. T= CONCRETE SECTION DEPTH
3. SEE CONCRETE PAVEMENT NOTES FOR DETAILS

INTEGRAL CURB & GUTTER DETAIL

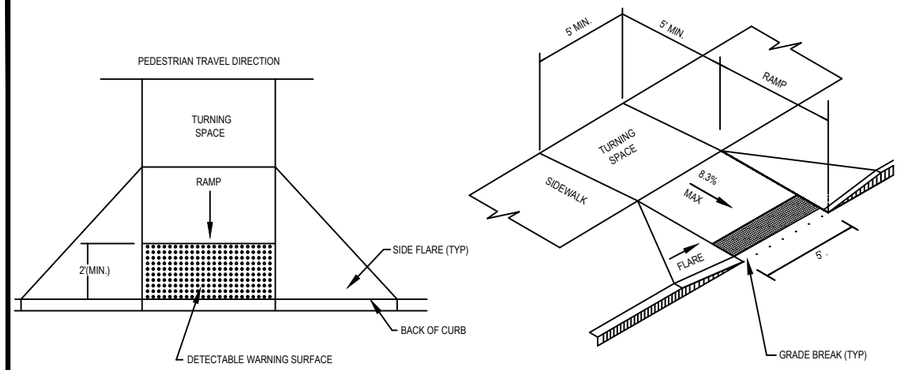
DETAILS SHOWN NOT TO SCALE

CITY OF ENNIS, TEXAS
PUBLIC WORKS

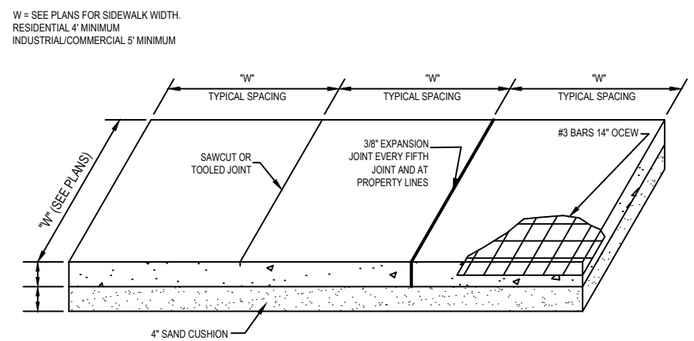
STREETS

INDUSTRIAL/COMMERCIAL AND COLLECTOR STREET DETAILS

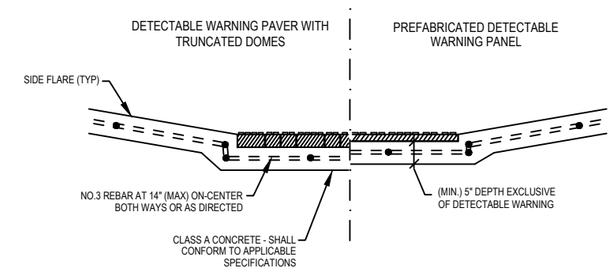
NO:	REVISION:	DATE:	SHEET:
		10/13/2022	ST-3



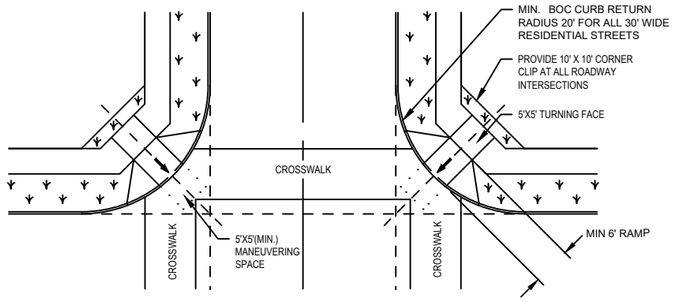
CURB RAMP DETAIL



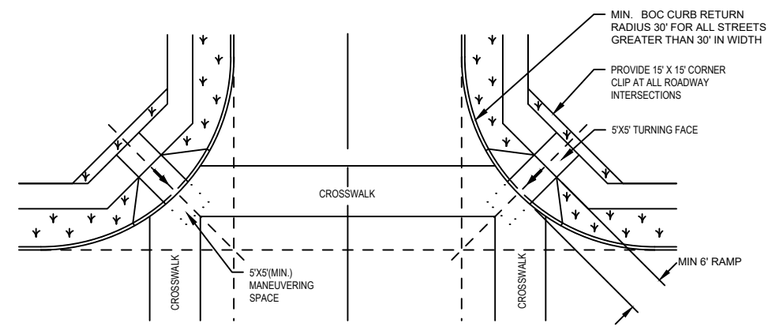
TYPICAL SIDEWALK DETAIL



CURB RAMP DETECTIBLE WARNING DETAIL



TYPICAL RESIDENTIAL INTERSECTION RAMP LAYOUT



TYPICAL INDUSTRIAL/ COMMERCIAL AND COLLECTOR INTERSECTION RAMP LAYOUT

DETAILS SHOWN NOT TO SCALE

CITY OF ENNIS, TEXAS
PUBLIC WORKS

STREETS

SIDEWALK AND CURB RAMP DETAILS

NO:	REVISION:	DATE:	SHEET:
		10/13/2022	ST-4

Connections for Wastewater

verification in writing that the buildable area is adequate for the type of housing product (or nonresidential building) proposed for that lot. Final approval of the allowed buildable area for any lot shall be by the Administrator.

(4) On-Site Easements Shown on Plat: For new development, all necessary on-site easements shall be established on the Plat and not by separate instrument, and they shall be labeled for a purpose, such as for franchised public utilities. Other examples include, but are not limited to, the following: a drainage easement, which is dedicated to the city for a drainage structure; an access easement, which is dedicated to the public for unrestricted access purposes; a fire lane easement, which is dedicated to the city and its fire suppression and emergency medical service providers for access purposes; and an electrical, gas, or telephone easement which is dedicated to the specific utility provider that requires the easement.

(5) Visibility Triangles: Visibility triangles meeting the standards in **Article VII** shall be designated as visibility easements on the plat.

(a) The maximum height of fences, walls, signs, and other similar fixed items shall be 30 inches within the visibility easement.

(b) Landscaping: All landscaping (and any other fixed feature) within the triangular visibility easement shall be designed to provide unobstructed cross-visibility at a level between 30 inches and eight feet. A limited number of single-trunked trees may be permitted in this area provided they are trimmed in such a manner that no limbs or foliage extend into the cross-visibility area. Landscaping, except grass and low ground cover, shall not be located closer than three feet from the edge of any street pavement.

9.4.4 Water and Wastewater Utilities

(1) Connections for Water: All new Subdivisions shall be connected with the city's water system or other public water supply system approved by TCEQ. The water system shall be capable of providing water for health and emergency purposes, including fire protection. The design and construction of water system shall comply with the following standards:

(a) Applicable regulations of the Texas Commission on Environmental Quality (TCEQ).

(b) Standards in the city's Infrastructure Design Standards.

(c) Fire protection and suppression standards in accordance with the city's policies and ordinances including Fire Code adopted by the city. Additional development will not be allowed without water pressure meeting these standards.

(2) Connections for Wastewater:

(a) All new subdivisions shall be served by a wastewater collection and treatment system authorized and permitted by the TCEQ, except as provided below. The design and construction of the wastewater system improvements shall be in accordance with the standards in the City's Infrastructure Design Standards, and in accordance with TCEQ standards.

(b) On-site sewage facilities such as septic or aerobic systems may be

permitted where each lot is one acre or more in area, if the subdivision is 1,000 feet or more from a connection to a wastewater collection system. They shall meet the city's adopted standards for on-site sewage facilities.

(3) Subdivider Responsibilities: The Subdivider shall be responsible for the following:
   (a) Phasing of development or improvements in order to maintain adequate water and wastewater services
   (b) Extensions of utility lines (including any necessary on-site and off-site lines) to connect to existing utility mains of adequate capacity
   (c) Providing and/or procuring all necessary easements for the utilities (whether on-site or off-site)
   (d) Providing proof to the city of adequate water and wastewater service
   (e) Providing for future expansion of the utilities if such will be needed to serve future developments, subject to the city's policies, if applicable
   (f) Providing all operations and maintenance of the private utilities, or providing proof that a separate entity will be responsible for the operations and maintenance of the utilities
   (g) Providing all fiscal security required for the construction of the utilities
   (h) Obtaining approvals from the applicable utility providers if other than the city
   (i) Complying with all requirements of the utility providers, including the city

(4) Location of Lines: Extension of water and wastewater lines shall be made along the entire frontage of the subdivision adjacent to a street or thoroughfare in rights-of-way or dedicated Easements.
   (a) If the subdivision is not adjacent to a thoroughfare, the extension of utilities shall be to the edge of the Subdivision's perimeter property line adjoining any undeveloped property or accomplished in such a manner as to allow future connections to said utilities by new subdivisions.
   (b) If new subdivisions are not likely to be developed beyond the proposed subdivision (due to physical constraints), the Administrator may waive the requirement for adjacent utility line construction at the time of Preliminary Plat approval and prior to construction of the subdivision.
   (c) The city shall determine the location and routing of water and sewer extensions and shall retain the authority to reject any extension not deemed to be in the best interest of the city.

(5) Utilities Not Specified: Installation, operations and maintenance of utilities not specifically referenced herein shall comply with regulations of the TCEQ and with any other applicable State rules and regulations, whichever is the most stringent.

(6) Dead-End Water Lines
   (a) Dead-end water lines should be avoided, but when deemed necessary, they should be extended to, and then through, the property sought to be subdivided.
   (b) All dead-end water lines shall be valved and provided with a valve and fire hydrant located at the extreme end of the line instead of the blow-off mechanism for their flushing, in accordance with current city

ARTICLE VII. - ON-SITE SEWAGE DISPOSAL

Footnotes:

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***Editor's note—** Ord. No. 06-07-05, §§ 4—14, adopted July 17, 2006, amended art. VII in its entirety to read as herein set out. Formerly, said article pertained to similar subject matter as enacted by Ord. No. 94-4-4, adopted Feb. 21, 1994.*

Sec. 18-401. - Conflicts.

This article repeals and replaces any other on-site sewage facility ordinance for the city including Ordinance 94-2-2 and Ordinance 94-5-1.

(Ord. No. 06-07-05, § 4, 7-17-06)

Sec. 18-402. - Adopting Chapter 366.

The city clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code (H&SC) and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in section 18-405 of this article.

(Ord. No. 06-07-05, § 5, 7-17-06)

Sec. 18-403. - Area of jurisdiction.

The rules shall apply to all the area lying within the incorporated limits of Ennis, Texas.

(Ord. No. 06-07-05, § 6, 7-17-06)

Sec. 18-404. - On-site sewage facility rules.

Any permit issued for an on-site sewage facility within the jurisdictional area of Ennis, Texas must comply with the rules adopted in section 18-405 of this article.

(Ord. No. 06-07-05, § 7, 7-17-06)

Sec. 18-405. - On-site sewage facility rules adopted.

The rules, Title 30 Texas Administrative Code (TAC) §§ 285.1—285.91 and TAC 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Ennis, Texas having duties under said rules are authorized to perform such duties as are required of them under said rules.

(Ord. No. 06-07-05, § 8, 7-17-06)

Sec. 18-406. - Incorporation by reference.

The rules, 30 TAC Chapters 30 and 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these rules. A copy of the current rules are attached to these rules as Appendix I.

(Ord. No. 06-07-05, § 9, 7-17-06)

Sec. 18-407. - Amendments.

The City of Ennis, Texas wishing to adopt more stringent rules for its on-site sewage facility ordinance understands that the more stringent conflicting local rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirement. Listed below are the more stringent rules adopted by Ennis, Texas:

No conventional septic tanks shall be allowed within the incorporated city limits of Ennis, Texas, unless the applicant owns ten (10) acres or more which shall be serviced by a single conventional septic tank. State approved alternative on-site sewage disposal systems shall be allowed only on lots of one (1) acre or more, provided all other subdivision and building ordinances are observed and an organized sewage system is not located within five hundred (500) feet of the subject real property.

(Ord. No. 06-07-05, § 10, 7-17-06)

Sec. 18-408. - Duties and powers.

The OSSF Inspector of Ennis, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

(Ord. No. 06-07-05, § 11, 7-17-06)

Sec. 18-409. - Collection of fees.

All fees collected for permits and/or inspections shall be made payable to Ennis, Texas.

(Ord. No. 06-07-05, § 12, 7-17-06)

Sec. 18-410. - Appeals.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the City Commission of Ennis, Texas.

(Ord. No. 06-07-05, § 13, 7-17-06)

Sec. 18-411. - Penalties.

This article adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26, and 37 of the Texas Water Code and 30 TAC Chapter 30 and 285.

(Ord. No. 06-07-05, § 14, 7-17-06)

Subdivision Perimeter Fencing

i. The screen will withstand the pressures of time and nature
ii. The screen adequately accomplishes the purpose for which it was intended
iii. Plans shall be sealed by a registered engineer or they shall conform to the city's standard design for screening walls including engineered footings

(c) Such screen shall be constructed prior to the issuance of a certificate of occupancy for any building or portion thereof.
(d) The areas adjacent to the required screening wall, or areas adjacent to a public street or right-of-way, shall be maintained by the property owner in a clean and orderly condition, free of debris and trash in accordance with the applicable codes of the city.

7.3.4 Single Family, Duplex and Townhome Residential Fencing

(1) APPLICABILITY

(a) These standards are applicable in the A, RE, R-10, R-7, R-5, NC, D, TH, and MH zoning districts.
(b) These standards shall also apply to Planned Development and Regional Mixed Use zoning districts unless alternative fence design standards are established through development specific ordinances.
(c) Standards in Section 7.3.4 (2) are applicable to replacement and new residential fences.

(2) RESIDENTIAL FENCING TYPES

Residential fencing standards are divided into two main categories: perimeter fencing and privacy fencing. Perimeter fencing is required to be completely installed by the developer for the boundary of the approved final plat in the areas as set forth below in Section 7.3.4 (2) (a), prior to the issuance of a building permit. Privacy fencing is an option left up to the builder or homeowner, but if built it shall follow the standards in Section 7.3.4 (2) (b) and (c).

(a) Subdivision Perimeter Fencing: In the interest of public safety and privacy, perimeter fencing, meeting the standards in this section, shall be required on lots where the rear and/or side yards are adjacent to a highway frontage road, arterial, or collector as identified on the city's most recently adopted Thoroughfare Plan. Along all other streets, perimeter fencing shall be optional, but if provided, standards in this section shall apply.

i. Height: Six feet minimum and eight feet maximum as measured from the highest adjacent grade within ten feet of the fence. In order to create variation in the design of the fence, at certain locations for no more than 10 percent of the total linear length of the fence, the height may be increased to 10 feet.
ii. Approved Materials: 100 percent masonry (brick, stone, architecturally finished reinforced concrete), or any other sustainable material with more than 30-year life expectancy to give a long lasting, aesthetically pleasing appearance. Materials should preferably have a low maintenance factor and be complemented with landscaping, where appropriate.
iii. Any fencing along parks/open space shall meet the requirements of 7.3.4 (2) (d).

iv. Structural footings of masonry fencing must be engineered.

v. Prohibited Materials: Chain link, vinyl, and wood fencing are prohibited.

vi. Design: Adjacent to major thoroughfares, the fence should be curved or angled at corner locations to accommodate appropriate visibility and add variety. Wall sections greater than 50 feet in length should incorporate at least one of the following design features that are proportionate to the fence length:

(i) A minimum one foot change in a fence, the fence should be curved or angled at corner locations to accommodate appropriate visibility Use of columns at 35-foot intervals;

(ii) Any other feature, approved by the Administrator that provides adequate relief from the monotony of a continuous fence

vii. Construction Standard: It is intended that all fences erected pursuant to this section be constructed in such a manner to last 30 years with minimal maintenance required during said period. As such, all fences required by this section shall conform to the following minimum standards:

(i) The Administrator and/or the Building Inspection Department shall approve plans and specifications for fences and foundations. Such plans and specifications shall be submitted at the same time as construction plans for other subdivision infrastructure improvements are required.

(ii) Fences shall be located on or within the private property and outside of the public right-of-way. Fences may be in an offset configuration as long as there is no encroachment into the right of way.

(iii) The material, color, and design of fences shall be as specified within an approved preliminary plat.

(iv) All fences shall be placed outside any utility easements unless otherwise allowed in writing by the utility company or franchisee.

viii. It shall be the responsibility of any person, firm, corporation or other entity who shall own or occupy any lot or lots on which a fence was constructed pursuant to the terms of this section to adequately maintain the fence and to prevent it from becoming dilapidated or unsightly, unless otherwise specified as the responsibility of a mandatory homeowners association or other entity. Failure to maintain a fence or screening wall shall be considered a violation of this Ordinance.

(b) Privacy Fencing in A and RE zoning districts:

i. Height: The height shall not exceed six feet measured from the highest adjacent grade within ten feet of the fence

ii. Approved Materials

(i) Post (metal, wood, or masonry) and rail (metal or wood) construction

(ii) Pipe and cable construction

(iii) Pipe rail

(iv) Woven wire

Note: Structural footings of masonry fencing must be engineered.

iii. Prohibited Materials

Conflicting Provisions

Table 1.7-1: Zoning District Conversions	
Old Zoning Categories	**New Zoning District Classifications**
Special Districts	H-IM Heavy Industrial and Manufacturing
CA Central Area	
-	PD Planned Development District
-	KC Kaufman Corridor District
LLR Local Lakeside Retail	RMU Regional Mixed Use District
BP Business Park Overlay	-
PC Private Club	-
Overlay Districts	-
-	**New Overlay Districts**
-	Neighborhood Historic Overlay District
	HD Historic Downtown Overlay District

1.8 MINIMUM REQUIREMENTS

This ordinance establishes minimum requirements for the establishment of public health, safety, and welfare.

1.9 CONFLICTING PROVISIONS

1.9.1 Harmonious Development

The City of Ennis intends that all provisions of this ordinance be construed harmoniously. When two or more provisions of this ordinance may appear to be in conflict, the Administrator shall construe such provisions in such a manner, if possible, as to give effect to both by harmonizing them with each other. In cases of conflict, the Administrator shall make an interpretation as to which provision governs.

1.9.2 Conflict with Other Public Laws, Ordinances, Regulations, or Permits

This ordinance is intended to complement other city, state, and federal regulations that affect land use. This ordinance is not intended to revoke or repeal any other public law, ordinance, regulation, or permit. However, where conditions, standards, or requirements imposed by any provision of this ordinance are either more restrictive or less restrictive than comparable standards imposed by any other public law, ordinance, or regulation, the provisions that are more restrictive or that impose higher standards or requirements, as long as the City of Ennis is not preempted by such laws, as determined by the Administrator, shall govern.

1.9.3 Conflict with Agreements between Private Parties

This ordinance is not intended to revoke or repeal any easement, covenant, or other agreements between private parties. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such easement, covenant, or other agreements between private parties, then the requirements of this

ordinance shall govern. Nothing in this ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not excuse any failure to comply with this ordinance. In no case shall the City of Ennis be obligated to enforce the provisions of any easements, covenants, or agreements between private parties, unless the city is a party to such agreements and only if the city decides, in its sole discretion, to pursue enforcement action.

1.10 SEVERABILITY

1.10.1 Generally

It is expressly declared that this ordinance and each section, subsection, sentence, and phrase would have been adopted regardless of whether one or more portions of this ordinance is declared invalid or unconstitutional.

(1) If any section, subsection, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction for any reason, the remaining portions of this ordinance shall not be affected.

(2) If any court of competent jurisdiction invalidates the application of any provision of this ordinance, then such judgment shall not affect the application of that provision to any other building, structure, or use not specifically included in that judgment.

(3) If any court of competent jurisdiction judges invalid any condition attached to the approval of an application for development, then such judgment shall not affect any other conditions or requirements attached to the same approval that are not specifically included in that judgment.

Specific Review Procedures

3.3 SPECIFIC REVIEW PROCEDURES

3.3.1 Zoning Map Amendment (Rezoning) and Zoning UDO Text Amendment

(1) APPLICABILITY AND JURISDICTION: All zoning map amendment (rezoning) and zoning related UDO text amendments require a public review process that includes public hearings at the P&Z and City Commission. The City Commission shall be the final authority for approval of these applications after a recommendation by the P&Z. The procedures for all zoning map amendment (rezoning) and UDO text amendment applications shall be as follows (see Figure 3.3-1)

(2) PRE-APPLICATION MEETING: per Section 3.2.3. Any of the following parties may initiate a policy related application request:

(a) The City Commission on its own motion, or on petition of an interested property owner

(b) The Administrator

(3) Application Submittal per Section 3.2.4

(4) Completeness Determination per Section 3.2.4

(5) Application Review per Section 3.2.5

(6) Notice procedures for the type of application per Section 3.2.6 (see Table 3.2-1)

(7) Approval Procedure:

(a) Planning and Zoning Commission Action: The P&Z shall hold a public hearing on any zoning change or policy related application. The Commission shall forward a report that may recommend approval, approval with conditions, or denial, of the application and forward it to the City Commission.

(b) Action by City Commission: The City Commission has final authority to approve, approve with conditions, or deny any proposed zoning change or policy related application request.

(8) Additional Review and Approval Criteria: Table 3.3-1 shall establish additional review and approval criteria for the Administrator, the P&Z and City Commission for different policy related applications.

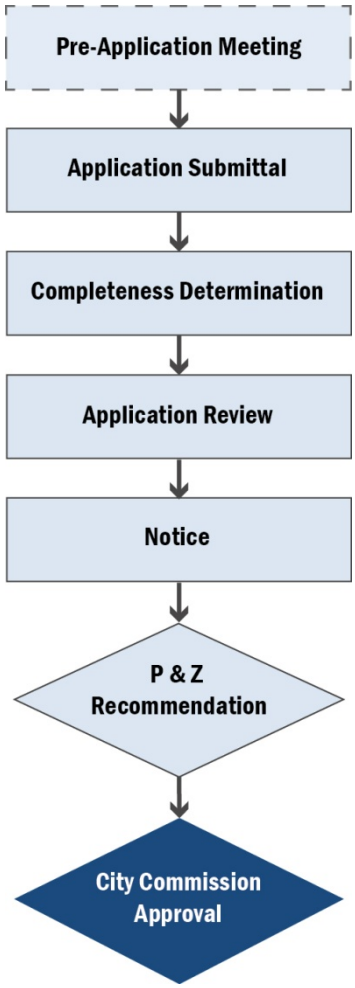

Figure 3.3-1: Zoning Change and Zoning Text Amendment Procedures

Table 3.3-1: Additional Standards and Criteria for Policy Related Applications	
Application	**Additional Review Standards & Approval Criteria**
UDO Zoning Text Amendment	***Planning and Zoning Commission and City Commission Criteria*** i. Any of the general approval criteria in Section 3.2.7 (2). ii. Whether the proposed amendment is supported by sound planning principles. iii. Whether the proposed amendments implement specific policies in the city's adopted Comprehensive Plan. iv. Whether the amendment promotes the public health, safety, & welfare. v. Whether the amendment corrects an error or omission made when this Ordinance was adopted or last amended. vi. Whether the amendment is otherwise in the best interest of the city vii. Any other factors required or allowed by Texas law
Zoning Change	***Planning and Zoning Commission and City Commission Criteria*** i. As a legislative decision, the decision of a zoning change is subject to the City Commission's discretion. The P&Z and City Commission may consider any or all of the following factors, along with any other relevant facts or circumstances: a. The Comprehensive Plan and other adopted plans b. The character of the surrounding neighborhood c. Any other factors required or allowed by Texas law and case law ii. Protest Petition*:* In the case of a valid protest petition the rules covering protest petitions in the Texas Local Government Code Chapter 211 shall apply. The Administrator may prescribe the forms to be used for protest petitions. iii. A Concept Plan shall be required with any zoning change request to either the RMU Regional Mixed Use or PD Planned Development Districts.

3.3.4 Concept Plan

(1) PURPOSE AND INTENT: The purpose of a Concept Plan is to allow opportunity for the P&Z and City Commission to preview various development-related aspects of a project, including proposed major street patterns; land use and development patterns and trends; environmental issues and constraints; development character and design standards; conformance to the Comprehensive Plan and other adopted plans, the zoning district or PD regulations, the UDO, and other applicable plans and guidelines; and the property's relationship to adjoining areas. Review of a Concept Plan also assists the city in evaluating the possible impacts of the proposed development in terms of provision of essential public facilities and services, respecting and preserving important natural features and the environment, provision of open space and recreational opportunities, and protecting the general health, safety and welfare of the community.

(2) APPLICABILITY: Submission and approval of a Concept Plan is the first step in the approval process for all development within the RMU Regional Mixed Use and PD Planned Development Districts.

(3) MINIMUM ACREAGE REQUIRED:

(a) All applications for new Concept Plans shall include a minimum acreage of 20 acres for RMU Districts.

(b) Any amendments to Concept Plans beyond administrative modifications shall be brought back through the public process for the entire acreage included in the originally approved Concept Plan.

(c) Minimum acreage for any additions to previously approved Concept Plans shall be 5 acres within the RMU District. The additional acreage shall be contiguous with the originally approved Concept Plan.

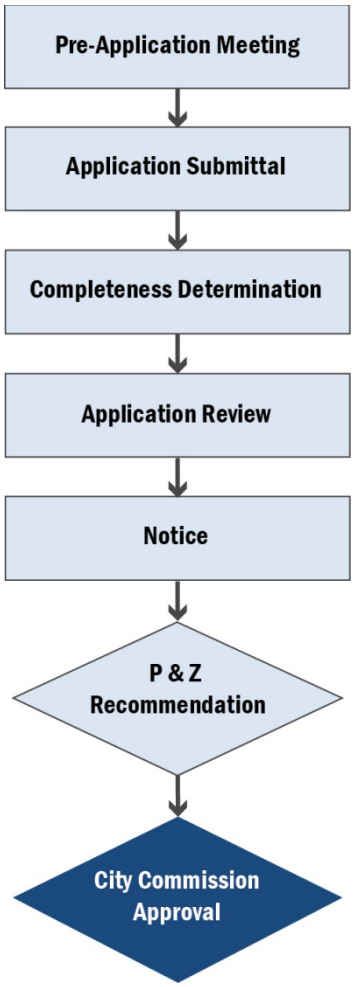

Figure 3.3-4: Concept Plan Review Procedures

(4) REVIEW PROCEDURES: All Concept Plans shall follow a public review process that includes public hearings at the P&Z and City Commission. The City Commission shall be the final authority for approval of these applications after a recommendation by the P&Z. The procedures for all Concept Plan applications shall be as follows (see Figure 3.3-4):

(a) Pre-application Meeting: In addition to the procedures established in Section 3.2.3, at a pre-application meeting with staff, the potential applicant shall provide a preliminary conceptual plan, which shall include, at minimum:

i. Proposed uses within the district (based on the zoning district standards) and their location

ii. Number and type of dwelling units, as applicable

iii. Square footage and heights of proposed nonresidential uses, as applicable

iv. Proposed parking capacity and configuration

v. Conceptual drawings of proposed structures, internal circulation systems, street and block layout of the development, and such other site information

as may be required by the city

vi. An assessment of the compatibility of the uses, building configuration and design of the proposed project with the surrounding neighborhood and future uses in the Comprehensive Plan. Include specific discussion on how land use transitions between existing and proposed development will be addressed (transition uses, buffers, screening, etc.) and any other information required by the Administrator

(b) Application Submittal: A Concept Plan application shall include the following:

i. A statement indicating the ownership of all interest in the property included in the Concept Plan, with the written consent of all owners.

ii. A master plan indicating the broad concept of the proposed development, its conformance to the zoning district standards, any sub-districts, the location of different land uses and the location of major streets, blocks, or other area devoted to each use. The Concept Plan may show the area proposed to be subdivided and platted as allowed for in this Ordinance. The plan shall indicate:

1. Generally, where each type of use will be located in the development and the total acreage devoted to each use. Label proposed uses on the plan appropriately.
2. Major internal circulation systems, locations of roadways, locations of trails, trail amenities, bicycle paths, etc.
3. Areas designated for residential uses shall indicate the maximum number of dwelling units per gross acre to be permitted for each residential area proposed including sizes of building lots and types of dwelling units anticipated.
4. Acreage and location of any open space, civic spaces and school sites including whether each open/civic space will be privately owned (common area for residents only) or dedicated to public use.
5. A parking demand analysis for the mix of uses proposed to support the on-street and off-street parking proposed in the development.
6. Illustrations depicting the general development character of the project including architectural renderings and elevations.
7. Provision for public (water, sewer, storm water) and private utilities (telecommunications, natural gas, electric) as required by other articles in this Ordinance, adopted master plans and the most current version of the city's Infrastructure Design Standards.

iii. In the case of Concept Plan for a PD, if the applicant is proposing to create different development standards than the ones specified in this Ordinance, in addition to the above standards, the application shall include:

1. Development standards and other restrictions proposed by the applicant to be applied to each sub-district or proposed use or specific area similar to standards in the zoning districts contained in this Ordinance including: building setbacks, height limits, access requirements and grade or slope restrictions, special provisions addressing sensitive areas, parking requirements, landscape requirements, architectural design standards, street graphic regulations, impervious surface and floor area ratios.
2. Demonstrate through written explanation and graphic material, how the character of the development as a result of the modified standards will be

superior in terms of mixed use, walkability, and landscape quality to that produced by the existing standards. Graphic material shall include building elevations, renderings, and sketches to illustrate development character and quality.

3. Graphic illustrations and written explanations of how the revised PD addresses the specific constraints and opportunities of the site and surrounding area in a superior manner to what might be accomplished without the PD standards.

iv. A regional location map showing the relationship of the site to connecting roadways, public utilities and adjoining land uses.

v. A site map illustrating site boundaries, acreage, any existing structures and existing zoning.

vi. A site topographic map showing any steep slopes (slopes over 10% grade at an appropriate scale), major vegetation elements, streams, rivers, ditches, and areas subject to one- hundred-year flooding.

vii. A non-binding development schedule indicating the improvements included in each phase and the approximate dates when construction of the various stages of the development is anticipated to begin and be completed.

viii. Copies of any special private covenants, conditions and restrictions which will govern any use or occupancy within the development. The applicant may also impose additional covenants, conditions, and restrictions on any particular area during the subdivision process.

ix. Evidence that the development has been designed with consideration of the site's natural environment and the surrounding area and does not unreasonably impact wildlife, natural vegetation, or unique natural or historic features.

x. A daily and peak hour trip generation and directional distribution report (traffic impact analysis) by use unless the City Manager or his designee finds that the traffic to be generated by the proposed district does not warrant the preparation and submission of a study or agrees to an alternative methodology that is acceptable to the city and applicant.

xi. The applicant may submit any other information or exhibits which he/she deems pertinent to the evaluation of the proposed Concept Plan.

(5) COMPLETENESS DETERMINATION: A Concept Plan application requires the submission of a complete Concept Plan described in Section 3.3.4 (4)(b) above, information outlined in Section 3.2.4, and a completed application form provided by the Zoning Administrator. The Administrator shall make a completeness determination within 14 days of the date of the Submittal.

(6) APPLICATION REVIEW: Per Section 3.2.5, Section 3.3.4 (4)(b) and based on the extent to which the application meets the recommendations in the Comprehensive Plan and the specific zoning district purpose.

(7) NOTICE: Notice procedures for Concept Plan applications must be completed as described in Section 3.2.6 (see Table 3.2-1).

(8) APPROVAL PROCEDURES*:*

(a) Action by the Planning and Zoning Commission: The P&Z shall hold a public hearing on any Concept Plan. The Commission shall approve, approve with conditions, or deny the application and forward its report and recommendation

to the City Commission. If the Concept Plan is submitted with a zoning change application, the public hearing for the Concept Plan may be combined with the public hearing for the zoning change.

(b) Action by the City Commission: The City Commission has final authority to approve, approve with conditions, or deny any Concept Plan applications.

(c) Review and Approval Criteria*:* General criteria in Section 3.2.7(2) and this Section shall establish the review and approval criteria for the Administrator, the P&Z and City Commission for Concept Plan applications.

i. The Concept Plan addresses a unique situation, confers a substantial benefit to the city, or incorporates creative site design such that it achieves the purposes of this Ordinance and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include but are not limited to: improvements in open space and trail provisions and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; and/or mix of uses or innovative housing types.

ii. The development shall have appropriate transitions to the surrounding area, with adequate standards to mitigate any potentially negative impacts.

iii. Streets within the development shall provide adequate internal circulation for a variety of modes of transportation as well as connect to the city's overall system to provide a seamless, multi-modal network.

iv. Streets shall be designed to create a pleasant walking and biking environment with on- street parking where appropriate and streetscape enhancements.

v. Cul-de-sacs shall be prohibited unless natural features such as topography or stream corridors prevent a connection as determined by the Administrator.

vi. Stub streets may be required where a street is likely to be extended into adjoining undeveloped property.

vii. The Concept Plan shall provide common open space per the requirements of the zoning district standards and adequate in terms of location, accessibility and usability, area and type of the common open space, and in terms of the uses permitted in the development. The development shall ensure optimum preservation of the natural features of the terrain.

viii. The Concept Plan demonstrates compliance with all of the requirements of the applicable development regulations. The Concept Plan may <u>not</u> authorize exceptions to the minimum requirements of any applicable development regulation unless the underlying zoning is amended through the zoning change process.

(9) CONCEPT PLAN APPROVAL: The approved Concept Plan with all the associated exhibits shall be tied to the zoning application to the PD or Regional Mixed Use Districts. The approved PD or Regional Mixed Use zoning, the respective approved Concept Plans, all exhibits, and any associated development agreements together establish the uses permitted, character of the development, and any modifications to the zoning regulations which are applicable through the rezoning process.

(10) AMENDMENTS TO APPROVED CONCEPT PLANS*:* Amendments to previously approved concepts plans may be classified as Major or Minor amendments. Table 3.3-2 classifies major and minor amendments.

(a) Major Amendments: Major amendments to approved Concept Plans shall be reviewed, processed, and approved in the same manner as required for the originally approved Concept Plan, including all notice and citizen participation requirements and recommendation by the P&Z and consideration by City Commission.
(b) Minor Amendments: Minor amendments to an approved Concept Plan are administrative requests and may be approved, approved with conditions, or denied by the Administrator. A minor amendment may be approved administratively so long as the amendment does not constitute, as determined by the Administrator, a substantial alteration of the fundamental nature and character of the approved Concept Plan. Minor amendments may not alter the terms of applicable development agreements or be contrary to any applicable ordinance. If the Administrator denies the amendment, the applicant may appeal the denial and the amendment shall be treated as a Major Amendment.

Table 3.3-2: Major and Minor Amendments for Concept Plans				
Type of Concept Plan Amendment	**Scale of Amendment**	**Major**	**Minor**	**Comments**
LAND USES				
Addition of new principal land use currently not allowed in the development	Any request	■		
Change to permitted land uses in any location	Any change that affects overall PD density or intensity	■		
	Any change that does not affect overall PUD density or intensity		■	
Change to use-specific standards for permitted uses	Any change	■		
Shift of residential dwelling units from one phase, parcel, or development unit of the project to another phase, parcel, or development unit, based on total number of residential dwelling units permitted under the approved Concept Plan	>20% shift in dwelling units	■		
	10% - 20% shift in dwelling units	■	■	Considered a major amendment unless the Administrator finds, in writing, that the proposed transfer will have no material impact on the services and infrastructure proposed, provided for, and necessary to accommodate and serve the transferred units
DENSITY				
Increase in the number of total residential dwelling units	≥5%	■		
	<5%		■	
DEVELOPMENT STANDARDS				
Any change to the alignment of any streets shown on the Concept Plan	≥200' in any direction	■		
	<200' in any direction		■	Any change in street alignment shall still maintain the connectivity to the existing street network and adjoining properties as intended in the originally approved Concept Plan
Any change that results in a decrease of planned or identified parks, trails and/or open space (including any natural areas or undisturbed open space)	≥5%	■		
	<5%		■	
Any change to parking, landscape buffer, setbacks, or building design standards	More than 10% reduction or change of any numerical standard for these elements	■		
	No more than 10% reduction or change of any numerical standard for these elements		■	
GENERAL				
Any other amendment that does not meet a minor modification threshold as listed above or any amendment that is deemed by the Administrator to make such a significant or fundamental change to the originally approved Concept Plan, which in the Administrator's judgment, should be deemed to be a major amendment	All	■		

Special Zoning Districts: Planned Development Zoning District

4.5 SPECIAL ZONING DISTRICTS

4.5.1 General Purposes of Special Zoning Districts

The special zoning districts are intended to:

(1) Implement the vision for key areas within the city such as Downtown, the Lake Bardwell/US 287 Neighborhoods and Kaufman Corridor.

(2) Provide for a flexible zoning tool in the form of planned development standards intended to implement different development projects that can better respond to changing market demand.

(3) Encourage site planning, land use planning, and architectural design that create interesting, pedestrian-friendly and walkable environments.

(4) Maintain and enhance the city's economic base and provide shopping, entertainment and employment opportunities close to where people live and work.

(5) Provide for a range of housing types within the context of mixed use, walkable developments to maximize long-term sustainability.

4.5.2 Planned Development

(1) Purpose and Intent: The Planned Development (PD) District is established to provide an alternative to the base zoning districts and special zoning districts established in this Ordinance. The PD district is intended to accomplish the following:

(a) To permit greater flexibility for new development or redevelopment projects to best utilize the physical features of the particular site in exchange for greater public benefits that would otherwise be achieved through development under this Ordinance.

(b) To ensure that any development impact that occur through the use of greater flexibility in development standards and uses are offset by public benefits and any negative impacts are mitigated to the extent feasible so as minimize the impacts on adjoining properties.

(c) To encourage the provision and preservation of meaningful and usable open space.

(d) To encourage innovative and integrated design of buildings and uses within a larger master planned context of the PD district.

(2) Review Procedures: The review and approval procedures in **Article III: Review Procedures** under Concept Plans, Development Plan, and Site Plan shall apply.

4.5.3 Downtown District

(1) The standards in Downtown District in **Article VI: Building and Urban Design Standards** shall form the exclusive regulations for all development within the boundary of the Downtown District.

The area defined as the Downtown District is illustrated in Figure 4.6-1.

ENNIS
TEXAS
The bluebonnet spirit of Texas

PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: **AUGUST 18, 2026**

TO: **CITY MANAGER**
CITY COMMISSION

FROM: **PLANNING DEPARTMENT STAFF**

RE: **ZONING CHANGE – PLANNING CASE NO. ZAXA-26-6**

Notification to Property Owners:

Out of **eighty (80)** property owner notifications, **ONE (1)** were filed with an **"IN FAVOR OF"** vote and **TWENTY-SIX (26) "IN PROTEST AGAINST"** vote filed.

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

The total area of land **(645,777.69 square feet)** of those against the proposed zoning change only reaches **29.03%** and therefore, this case **DOES NOT** require a favorable vote of a majority of all City Commission members in order to be approved.

Erica Stubbs
Erica Stubbs | Senior Planner

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

City of Ennis Inspection Services Received
JUL 0 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159596

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):
Please see attached comments highlighting concerns from my May 26 letter.
Thank you.

_____ IN FAVOR OF	X IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Gay A. Westbrook Print Name Gay Anne Westbrook Signature Print Name Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WESTBROOK GAY A
1113 MOCKINGBIRD CIR
ENNIS TX 75119

City of Ennis Inspection Services Received
JUL 05 2026

July 5, 2026

City of Ennis Planning and Development
108 W. Knox St.
Ennis, TX 75119

Re: Planning & Zoning Case No. ZAXA-26-6

To: Members of the City of Ennis Planning & Zoning Commission and City Commission

Dear Commissioners:
As an adjacent property owner, I respectfully submit these comments to renew my May 26 letter to you in protest against the proposed rezoning of the 124.89-acre tract of land from Agricultural (A) and Single-Family Residential District -10 (R-10) to Planned Development under Case No. ZAXA-26-6.

The applicant's concept plan calls for a significant departure from the character of the adjacent properties owned by taxpayers relying on current zoning protections and who have vested property rights. This proposal warrants serious reconsideration before any approval, particularly where the following drainage, traffic, and infrastructure concerns remain unresolved.

1. Severe Drainage and Stormwater Runoff Risks
Replacing 124+ acres of absorbent pasture with considerable amounts of impervious surfaces (roofs, driveways, concrete roads) will substantially change the natural hydrology of this area. Under **Texas Water Code § 11.086**, a developer cannot legally divert surface water to damage adjacent lands.

- If not already, the City must require a comprehensive, independent Pre- and Post-Development Hydrology Study proving a strict "**Zero Net Increase**" in stormwater runoff, and make it publicly available. I request that all engineered detention and retention ponds be placed well away from my property boundaries and that the developer be held legally and financially liable for any downstream flooding or erosion caused to adjacent properties.

2. Traffic Safety and Infrastructure Strains on Country Club Road and Adjacent Streets
An 86-home subdivision will introduce many hundreds of new daily car trips on Country Club Road, with heavy concentration bursts during morning and evening commuting hours. This winding, narrow road is not currently engineered to handle suburban neighborhood entry intersections safely, and safe travel around Austin Elementary must be preserved.

- If the developer has not already provided it, a formal **Traffic Impact Analysis (TIA)** must be completed and made public. The City should mandate the developer offset infrastructure wear and dedicate right-of-way space along Country Club Road to construct turn and deceleration lanes at the subdivision's entrance(s) to prevent traffic backups, protect drivers passing adjacent properties, as well as those landowners, and limit through traffic in the school zone.

3. Loss of Peace and Privacy; Buffer Requirements Needed
The extreme shift from a beautiful, open pasture to 86 suburban backyards will permanently destroy the peaceful view and quiet nature of this corridor, introducing backyard noise, headlights, lawn tractors, outdoor artificial light pollution, and a loss of privacy.

- As a condition of this custom PD, the City must mandate an **Enhanced Screening Buffer** along all boundaries shared with adjacent landowners. It must include a **minimum 50-foot-wide natural greenbelt buffer** where no structures can be built, paired with a dense row of mature, evergreen trees, including preservation of current trees along the perimeter. All subdivision streetlighting must utilize strict "Dark Sky" compliant, downward-facing fixtures to prevent light bleed onto my land.

4. Unwarranted Property Devaluation

The collective impact of increased flood and erosion risks, increased commuter traffic and hazards, and the erasure of Ennis' rural buffers (one of the city's historical features) directly threatens the market value of mine and my neighbors' homes and acreage. If these physical issues are left unaddressed by the developer's proposed PD, it represents an unfair burden placed entirely on existing taxpayers for corporate gain.

Conclusion

The City of Ennis has a proud history of smart, structured growth. Granting a developer a custom Planned Development via a major zoning change without safeguarding the neighbors who built this community is a contradiction of that vision. Given that only a concept plan has been submitted without sufficient detail – on drainage, traffic, infrastructure, and preservation of safety and greenbelt buffers, I respectfully request that the Commission deny this rezoning request, or at minimum table the decision again until a complete site plan with traffic and drainage studies is submitted for public review.

Thank you for your time, consideration, and service to the City of Ennis.
Respectfully,

Gay A. Westbrook
Property Address: 1113 Mockingbird Circle (Adjacent Property Owner)
Contact Info: (214) 434-1557 / westbrowg@sbcglobal.net

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
MAY 27 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159596

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

Attached are my comments in protest against the proposed zoning change! Thank you!

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WESTBROOK GAY A
1113 MOCKINGBIRD CIR
ENNIS TX 75119

May 27, 2026

City of Ennis Community Health & Development Department
108 W. Knox St.
Ennis, TX 75119

Re: Planning & Zoning Case No. ZAXA-26-6
Ellis CAD ID: 183729 (Garrett, Holt, and Reagor Surveys)

To: The Members of the Planning & Zoning Commission and City Commissioners

Please accept these comments as my official objection to the requested zoning change from Agricultural (A) and Single-Family Residential District -10 (R-10) to Planned Development (PD) for a proposed concept plan of an approximately 86-home residential subdivision at 2200 Country Club Road. While I respect the property rights of the developer, as an immediately adjacent property owner, I protest against the zoning change because it radically alters the landscape for the long-established, adjacent neighborhoods and poses significant threats to our safety, quality of life, and property value.

Because a PD requires custom zoning approval, the City of Ennis holds the clear authority and responsibility to protect existing landowners who bought adjacent properties relying on current zoning protections and who have vested property rights. I respectfully request that the Commission either **deny** this zoning change or **table approval** until the developer binds themselves to strict, enforceable mitigation clauses addressing the following critical issues:

1. Severe Drainage and Stormwater Runoff Risks
Replacing 124+ acres of absorbent pasture with considerable amounts of impervious surfaces (roofs, driveways, concrete roads) will substantially change the natural hydrology of this area. Under **Texas Water Code § 11.086**, a developer cannot legally divert surface water to damage adjacent lands.

- If not already, the City must require a comprehensive, independent Pre- and Post-Development Hydrology Study proving a strict **"Zero Net Increase"** in stormwater runoff, and make it publicly available. I request that all engineered detention and retention ponds be placed well away from my property boundaries and that the developer be held legally and financially liable for any downstream flooding or erosion caused to adjacent properties.

2. Traffic Safety and Infrastructure Strains on Country Club Road and Adjacent Streets
An 86-home subdivision will introduce many hundreds of new daily car trips on Country Club Road, with heavy concentration bursts during morning and evening commuting hours. This winding, narrow road is not currently engineered to handle suburban neighborhood entry intersections safely, and safe travel around Austin Elementary must be preserved.

- If the developer has not already provided it, a formal **Traffic Impact Analysis (TIA)** must be completed and made public. The City should mandate that the developer offset infrastructure wear and dedicate right-of-way space along Country Club Road to construct turn and deceleration lanes at the subdivision's entrance(s) to prevent traffic backups, protect drivers passing adjacent properties, as well as those landowners, and limit through traffic in the school zone.

3. Loss of Peace and Privacy; Buffer Requirements Needed
The extreme shift from a beautiful, open pasture to 86 suburban backyards will permanently destroy the peaceful view and quiet nature of this corridor, introducing backyard noise, headlights, lawn tractors, outdoor artificial light pollution, and a loss of privacy.

- As a condition of this custom PD, the City must mandate an **Enhanced Screening Buffer** along all boundaries shared with adjacent landowners. It must include a **minimum 50-foot-wide natural greenbelt buffer** where no structures can be built, paired with a dense row of mature, evergreen trees, including preservation of current trees along the perimeter. All subdivision streetlighting must utilize strict "Dark Sky" compliant, downward-facing fixtures to prevent light bleed onto my land.

4. Unwarranted Property Devaluation
The collective impact of increased flood and erosion risks, increased commuter traffic and hazards, and the erasure of Ennis' rural buffers (one of the city's historical features) directly threatens the market value of mine and my neighbors' homes and acreage. If these physical issues are left unaddressed by the developer's proposed PD, it represents an unfair burden placed entirely on existing taxpayers for corporate gain.

Conclusion
The City of Ennis has a proud history of smart, structured growth. Granting a developer a custom Planned Development via a major zoning change without safeguarding the neighbors who built this community is a contradiction of that vision. I respectfully urge the Commission to protect our properties and either **deny** the proposed zoning change or demand these strict infrastructure and buffering revisions before any zoning changes are considered.

Thank you for your time, consideration, and service to the City of Ennis.
Sincerely,

Gay A. Westbrook
Property Address: 1113 Mockingbird Circle (Adjacent Property Owner)
Contact Info: (214) 434-1557 / westbrowg@sbcglobal.net

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
MAY 27 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159597

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026.**

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):
BELOW VOTE IS FOR 1117 MOCKINGBIRD CIRCLE, ENNIS, TX 75119

_____ IN FAVOR OF	X IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. MICHAEL VAUGHN, individually and as power of attorney for Carolyn Tumlinson Print Name Signature REBECCA T VAUGHN Print Name Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

TUMLINSON CAROLYN Y L/E & ETALS
1117 MOCKINGBIRD CIR
ENNIS TX 75119-7504

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

City of Ennis
Inspection Services
Received
JUL 08 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159598

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

PAYNE NORMA A
1121 MOCKINGBIRD CIR
ENNIS TX 75119

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis Inspection Services Received JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159598

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

PAYNE NORMA A
1121 MOCKINGBIRD CIR
ENNIS TX 75119

Protest Notice - Proposed Rezoning

Norma Payne | 1121 Mockingbird Circle | Ennis, Texas

To the City of Ennis:

I, **Norma Payne, owner of 1121 Mockingbird Circle, Ennis, Texas**, formally protest the proposed rezoning of the agricultural property located behind and adjacent to my neighborhood for residential development for the following reasons:

1. **Loss of agricultural and low-density character:** This area has historically been agricultural, open, and low-density, and the proposed rezoning would materially change the character of the neighborhood.
2. **Loss of privacy:** New homes directly behind existing backyards would negatively affect the privacy and peaceful enjoyment of my property and neighboring homes.
3. **Increased traffic and congestion:** Additional residential development would increase vehicle traffic on streets that were not designed for this level of added use.
4. **Noise and lighting impacts:** The proposed development would bring additional noise, headlights, streetlights, backyard lighting, and general activity directly adjacent to existing homes.
5. **Drainage and runoff concerns:** Development of this tract could create increased stormwater runoff and drainage impacts on surrounding properties unless fully engineered, reviewed, and approved before any zoning change.
6. **Septic system and wastewater concerns:** If any portion of the proposed development relies on septic systems, I am concerned about the long-term risk of systems that are poorly maintained, overloaded, or improperly installed. Failing septic systems can create odors, standing wastewater, groundwater contamination, drainage problems, and health concerns for nearby homeowners. No rezoning should be approved unless the City confirms how wastewater will be handled, whether public sewer capacity is available, and what safeguards will be required to protect existing neighboring properties.
7. **Strain on infrastructure and city services:** Additional homes may place increased demand on streets, utilities, police, fire, emergency response, schools, and other city services.
8. **No rezoning before final plans and standards:** Rezoning should not be approved until a complete and final development plan, drainage study, traffic study, utility plan, wastewater plan, buffering plan, and enforceable development standards have been completed and made available for public review.
9. **Request for denial:** For these reasons, I respectfully request that the City deny the rezoning request and preserve the existing agricultural zoning.

Respectfully submitted,

Norma A Payne

Norma Payne
1121 Mockingbird Circle, Ennis, Texas

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

City of Ennis Inspection Services Received JUL 06 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159599

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	✓ **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. W B Kinzie Print Name Signature Print Name Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

KINZIE W B
1125 MOCKINGBIRD CIR
ENNIS TX 75119-7504

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis Inspection Services Received
MAY 28 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159599

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	✓ **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. W B Kinzie Print Name W B Kinzie Signature Print Name Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

KINZIE W B
1125 MOCKINGBIRD CIR
ENNIS TX 75119-7504

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

City of Ennis Inspection Services Received
JUL 06 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 159921

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WEBB BARBARA W
1500 PHILLIPS DR
ENNIS TX 75119

City of Ennis
Inspection Services
Received
JUN 02 2026

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162185

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes, or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

CRYER JUDY A
1411 SUNDALE ST
ENNIS TX 75119-2235

City of Ennis
Inspection Services
Received
JUN 30 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID Ro 182169

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St, in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 352, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas, Located at 2200 Country Club Road, Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space, Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Ched Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is 12:00 Noon on July 6, 2026.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of t perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Co 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed chang or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet th that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WILLIAMS DANE CURRY
1404 SUNDALE ST
ENNIS TX 75119-2236

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
MAY 29 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162189

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WILLIAMS DANE CURRY
1404 SUNDALE ST
ENNIS TX 75119-2236

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

City of Ennis Inspection Services Received JUL 07 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162191

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WAKEFIELD SANDRA G LIVING TRUST
1400 SUNDALE ST
ENNIS TX 75119

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 02 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162191

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WAKEFIELD SANDRA G LIVING TRUST
1400 SUNDALE ST
ENNIS TX 75119

City of Ennis
Inspection Services
Received
JUL 02 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162192

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

HOFFMAN DANIEL
1417 SUNDALE ST
ENNIS TX 75119

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 02 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162192

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

HOFFMAN DANIEL
1417 SUNDALE ST
ENNIS TX 75119

City of Ennis
Inspection Services
Received
MAY 27 2026

PID No. 162193

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162193

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.39-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road, Ellis CAD ID: 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**

In accordance with Texas Local Government Code 211.007(d), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.006, when the protests received by the deadline date as stated above contain the signatures of (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

In accordance with Texas Local Government Code 211.006(3) protests must be received from at least 60 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area if the proposed change has the effect of allowing more residential development than the existing zoning regulation or district boundary and does not have the effect of allowing additional commercial or industrial uses unless the additional use is limited to the first floor of any residential development and does not exceed 25 percent of the overall development, to require a favorable vote of a majority of all members of City Commission.

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

COMMENTS (attach additional sheets if necessary):

_____ IN FAVOR OF	✓ IN PROTEST AGAINST
Signature	We, verify that being the undersigned owners of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.
	Keni Castillo Guthrie Print Name
	Keni Guthrie Signature
	Print Name
	Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO:
jgarzee@ennistx.gov
estubbs@ennistx.gov

CASTILLO KENI L
1415 SUNDALE ST
ENNIS TX 75119

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162195

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

GERICH RAYMOND & CINDY
1412 SUNDALE ST
ENNIS TX 75119-2236

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

City of Ennis Inspection Services Received JUL 07 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162203

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ IN FAVOR OF	✓ IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Jack W Poff Jr Print Name Jack W Poff Jr Signature Cindy Poff Print Name Cindy Poff Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

POFF JACK W JR & CYNTHIA
P O BOX 579
ENNIS TX 75120

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
2 7 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162203

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	✓ **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Jack W Poff Jr Print Name Jack W Poff Jr Signature Cynthia Poff Print Name Cynthia Poff Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

POFF JACK W JR & CYNTHIA
P O BOX 579
ENNIS TX 75120

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

City of Ennis Inspection Services Received JUL 06 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162243

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ IN FAVOR OF	X IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. CATHERINE MARIE KRAJCA Print Name Catherine M. Krajca Signature Print Name Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

KRAJCA CATHERINE MARIE
PO BOX 1057
ENNIS TX 75120-1057

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis Inspection Services Received
JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 162243

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	___X___ **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. CATHERINE MARIE KRASCA Print Name Catherine Marie Krasca Signature Print Name Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

KRAJCA CATHERINE MARIE
PO BOX 1057
ENNIS TX 75120-1057

City of Ennis
Inspection Services
Received
JUN 02 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. ~~183739~~ 183730

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 20, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 3, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

FAVARO, ANTHONY AND GINA
2205 COUNTRY CLUB RD
ENNIS TX 75119-7514

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

City of Ennis
Inspection Services
Received
JUL 06 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 183732

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

WILD LIFE WOULD BE DISTURBED, THEY CAN'T KEEP THEIR PROPERTY CLEANED
NOW WHY SUB DIVISION? TOO MUCH TO LITTLE

_____ IN FAVOR OF	X _____ IN PROTEST AGAINST
_____ Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Roy MARTIN Print Name Roy Martin Signature Esther Gitzen Print Name Esther Gitzen Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

MARTIN ROY L/E
1904 Country Club Rd
Ennis TX 75119-7509

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis Inspection Services Received
MAY 27 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 183732

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain tne signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

COMMENTS (attach additional sheets if necessary):

THEY CAN'T EVEN TAKE CARE OF THE PROPERTY. WHY DO A SUBDIVISION AND DISTURBE WILD LIFE.

_____ IN FAVOR OF	✓ IN PROTEST AGAINST
_____ Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. ROY E. MARTIN Print Name Roy E. Martin Signature Esther Gitzen Print Name Esther Gitzen Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

MARTIN ROY L/E
1904 Country Club Rd
Ennis TX 75119-7509

City of Ennis
Inspection Services
Received
JUL 01 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 183739

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	✓ **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Nancy B. Thomas Print Name Nancy Thomas Signature Russell Thomas Print Name Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

THOMAS RUSSELL R & NANCY B
2105 COUNTRY CLUB RD
ENNIS TX 75119-7514

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

City of Ennis
Inspection Services
Received
MAY 28 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 183739

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 20, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 3, 2026**.

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

COMMENTS (attach additional sheets if necessary):

_____ IN FAVOR OF	✓ IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. RUSSELL THOMAS Print Name Russell R Thomas Signature NANCY THOMAS Print Name Nancy Thomas Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

THOMAS RUSSELL R & NANCY B
2105 COUNTRY CLUB RD
ENNIS TX 75119-7514

City of Ennis
Inspection Services
Received
MAY 29 2026

Comments on Protest of Tranquility Subdivision

Commissioners, the Development Agreement (DA) was written by the Developer and favors the development.

1) The DA calls for minimum house sizes to be 2200 square feet. Other similar one acre tract developments in Ellis County have minimum house sizes of 2800 square feet. My Bobby Glass, of Vernon Jack Developments, who has developed 35 one acre plus developments in Ellis County, has minimum size house requirements of 2800 square feet. Houses smaller than this do not fit well in a Master-Planned rural estates Community.
2) The DA does not require masonry fencing along the perimeters of the Master-Planned rural estate residential Community. Other similar one acre tract developments in Ellis County have Masonry walls along collector streets. Wood fencing does not last and becomes shoddy with age. Consistent style masonry fencing should be employed along the perimeter for visual break and longevity (as specified in the UDO 7.3.4(2)(a)).
3) Rot iron fencing should be required in the interior of the subdivision rather than wood privacy fencing. This would be similar to Sleepy Hollow Estates subdivision. This will preserve the natural feeling of a Master-Planned rural estate residential Community.
4) Out building's exterior appearance should match the appearance of the main residential structure.
5) Hardie Board should not be used to make up the 80% masonry requirement for the exterior of the residence. In some places and applications, it may fit but in a Master-Planned rural estate residential Community, it does not work.
6) Cul de sac length is shown in the DA as 1450 feet. Does this distance meet fire code?
7) The DA should require irrigation of each lot and the green spaces at entryways into the subdivision.
8) Sidewalks should be required on both sides of the streets as they are in other Master-Planned rural estates Communities and in the City of Ennis.
9) Ellis County is now requiring concrete constructed streets to be 6 inches of concrete, 6 inches of flex base and 6 inches of lime incorporated subbase. In areas with a very high Plasticity Index (Ennis Soils) this standard protects the concrete streets from heave and breakage (like Jeter).

10) If garage doors are not allowed on the front of the house, please explain: 5.2 of the DA (last sentence) Garage doors shall not occupy more than fifty percent (50%) of the width of the primary front facade.
11) Only one percent of the parcel was set aside as green space. This is not adequate.

Commissioners, thank you for taking the time to read this document and thank you for your consideration for incorporating these ideas into the Development Agreement that will be adopted with this rezoning action. Please remember that Ennis deserves no less than Midlothian or Waxahachie regarding aesthetics, safety, community longevity and well-constructed infrastructure.

Please Deny or Table this request until the applicant provides a complete public record, including a full set of Civil Engineering plans, development standards that are in compliance with the City of Ennis' UDO, traffic impact analysis, drainage and stormwater study, floodplain/topographic analysis, utility capacity analysis, fire-flow and emergency access review, construction access plan, open-space plan, perimeter buffering plan, phasing schedule, and all proposed covenants or HOA maintenance obligations.

I appreciate your time and service that you provide to the Citizens of Ennis.

Respectfully yours,

Rusell R. Thomas, P. E. and Nancy B. Thomas

Affected Property Owners

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
MAY 27 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 184886

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

COMMENTS (attach additional sheets if necessary):

✓ **IN FAVOR OF** only if lots are not on septic tanks E. Walter Signature I was going to add a guest room down by my barn several years ago on my 5 plus acres adjoining subject property and city would not allow me to use a septic tank. They said I would have to put in a lift station and pump a very long way up the hill to my house.	_____ **IN PROTEST AGAINST** I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. _____ Print Name _____ Signature _____ Print Name _____ Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

ERWIN WALTER T III
1137 MOCKINGBIRD CIRCLE
ENNIS TX 75119

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 08 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210312

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	X **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. TERRY GILMORE Print Name Signature JEANNA GILMORE Print Name Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

GILMORE TERRY & JEANNA
1304 LOUISE LN
ENNIS TX 75119-7691

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis Inspection Services Received JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210313

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

BIERHALTER ~~PHILLIP W~~ & VICKI D
1302 LOUISE LN
ENNIS TX 75119-7691

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210401

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes;. or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	X **IN PROTEST AGAINST** !!!
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Travis Sanders Print Name Signature Sara Sanders Print Name Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

SANDERS TRAVIS & SARA
1301 LOUISE LN
ENNIS TX 75119-7692

City of Ennis
Inspection Services
Received
JUL 04 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210404

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above-referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.69-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is 12:00 Noon on July 6, 2026.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ IN FAVOR OF	✓ IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. Elizabeth Tatum Print Name E Tatum Signature Cody Tatum Print Name Signature

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

OR

E-MAIL TO
jbarake@ennis.gov
estubbs@ennistx.gov

TATUM CODY & ELIZBATH A
1403 LOUISE LN
ENNIS TX 75119-7679

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis Inspection Services Received
JUN 28 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210404

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):
Agriculture is why we moved to this town in the first place, we do NOT support developing land in this area.

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

TATUM CODY & ELIZBATH A
1403 LOUISE LN
ENNIS TX 75119-7679

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
MAY 26 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210405

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**	✓ **IN PROTEST AGAINST**
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. D. Douglas Kelsey Print Name D. Douglas Kelsey Signature Print Name Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

KELSEY O DOUGLAS
1401 LOUISE LN
ENNIS TX 75119-7679

City of Ennis
Inspection Services
Received
JUL 06 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 210406

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes, or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

_____ **IN FAVOR OF**

Signature

X **IN PROTEST AGAINST**

I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action.

Anita B. Warren
Print Name

Anita B Warren
Signature

Charles D. Warren
Print Name

Charles D. Warren
Signature

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

WARREN CHARLES D & ANITA B

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 225561

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

RECEIVED
MAY 29 2026
BY

TOLSTON LINDA
1109 LOUISE LN
ENNIS TX 75119-7659

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH & DEVELOPMENT DEPARTMENT

City of Ennis
Inspection Services
Received
JUN 01 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 225901

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 21, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 2, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):
CURRENT INFRASTRUCTURE IS INSUFFICIENT.
STREETS IN NEED OF REPAIR IN THIS AREA OF TOWN.
DON'T TURN ENNIS INTO FRISCO

_____ IN FAVOR OF	✓ IN PROTEST AGAINST
Signature	I/we, verify that being the undersigned owner/s of real property affected by the proposed action, which is the subject of the above numbered P&Z case, do/does hereby desire to formally protest such proposed action. STEVE EADES Print Name Signature Susie Eades Print Name Susie Eades Signature

PLEASE MAIL OR DELIVER TO:
CITY OF ENNIS COMMUNITY HEALTH & DEVELOPMENT DEPT.
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

EADES STEVEN M & M SUSIE
1102 LOUISE LN
ENNIS TX 75119-7695

City of Ennis
Inspection Services
Received
JUN 02 2026

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

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. ~~183739~~ 264355

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 20, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 3, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

FAVARO, JACOB R
TBD COUNTRY CLUB RD
ENNIS TX 75119-7514

Parcel 264355 immediately next to property.

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

City of Ennis
Inspection Services
Received
JUL 02 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 277792

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, July 13, 2026 at 6:00 PM** and the City Commission on **Tuesday, August 18, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
ITEM TABLED AT THE JUNE 8, 2026 PLANNING AND ZONING COMMISSION MEETING.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on July 6, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

MCPHERSON JONATHAN
1400 Louise Ln
Ennis TX 75119

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

City of Ennis
Inspection Services
Received
JUN 02 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. ZAXA-26-6

PID No. 183739

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, June 8, 2026 at 6:00 PM** and the City Commission on **Tuesday, July 20, 2026 at 6:00PM** in the City of Ennis City Hall, Commission Chambers, located at 107 N Sherman St. in the City of Ennis, Texas.

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

Conduct a public hearing and discuss and consider a request for ZONING CHANGE from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.89-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.
P&Z Case No.: ZAXA-26-6
Owner: Land of Tranquility LLC
Applicant: Chad Adams, Oakhull Investments LLC

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on June 3, 2026**.

In accordance with Texas Local Government Code 211.007(c), as the owner of the subject tract or as an owner of real property located within a radius of two hundred (200) feet of the perimeter of the subject tract, you are eligible to return your written comments whether in favor of or in protest against this zoning case. In accordance with Texas Local Government Code 211.0061, when the protests received by the deadline date as stated above contain the signatures of: (1) at least 20 percent of the area of the lots or land covered by the proposed changes; or (2) except as provided by Subdivision 3, at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, to require a favorable vote of three-fourths (3/4) of all members of City Commission.

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

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

COMMENTS (attach additional sheets if necessary):

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

Located outside of 200' buffer: PID 159616 - 1200 Bluebonnet Hills Dr.
PID 183808 - 2001 Country Club Rd
PID 289600 - Country Club Rd.

City Commission – Regular Session

Public Hearing –

- **F._.** - Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.289-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision. CONTINUED FROM THE AUGUST 18, 2026 CITY COMMISSION MEETING.

Case No. ZAXA-26-6

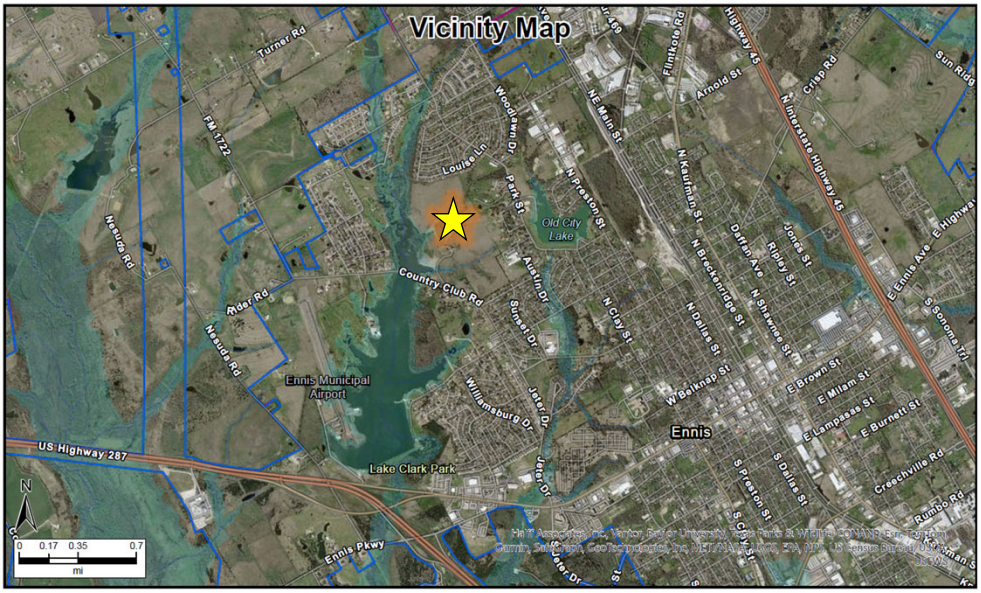
P&Z Case # ZAXA-26-6

Overview:

- Location: Ward 3
- Requested by: Chad Adams, Oakhull Investments LLC
- From: Agricultural (A) & Single-Family Residential District – 10 (R-10)
- To: Planned Development (PD)
- For: 124.289 Acres
- Use: Future Single Family Residential Subdivision (Approx. 87 Lots)
- Notices: 80 Surrounding Property Owners Notified
  - 1 Voted "In Favor"
  - 26 Voted "In Protest"

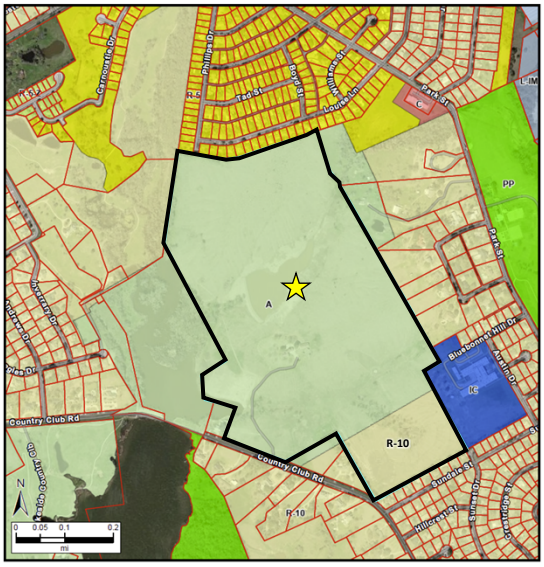
  Does Not require Super Majority Vote
- Case heard by P&Z Commission on 7/13/26
- P&Z Commission approved the request

P&Z Case # ZAXA-26-6

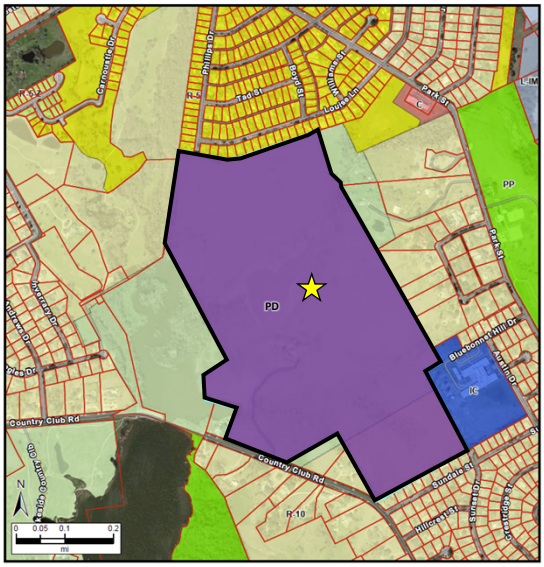


P&Z Case # ZAXA-26-6

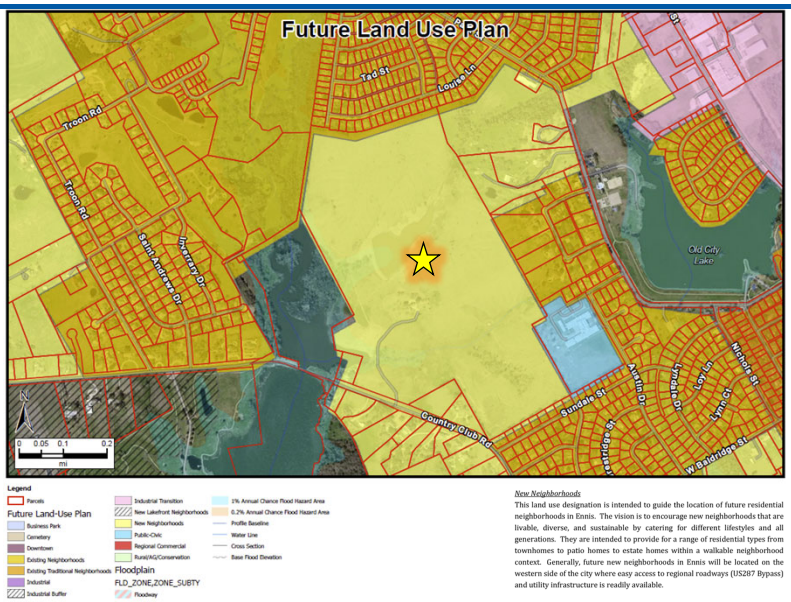
Current Zoning



Proposed Zoning



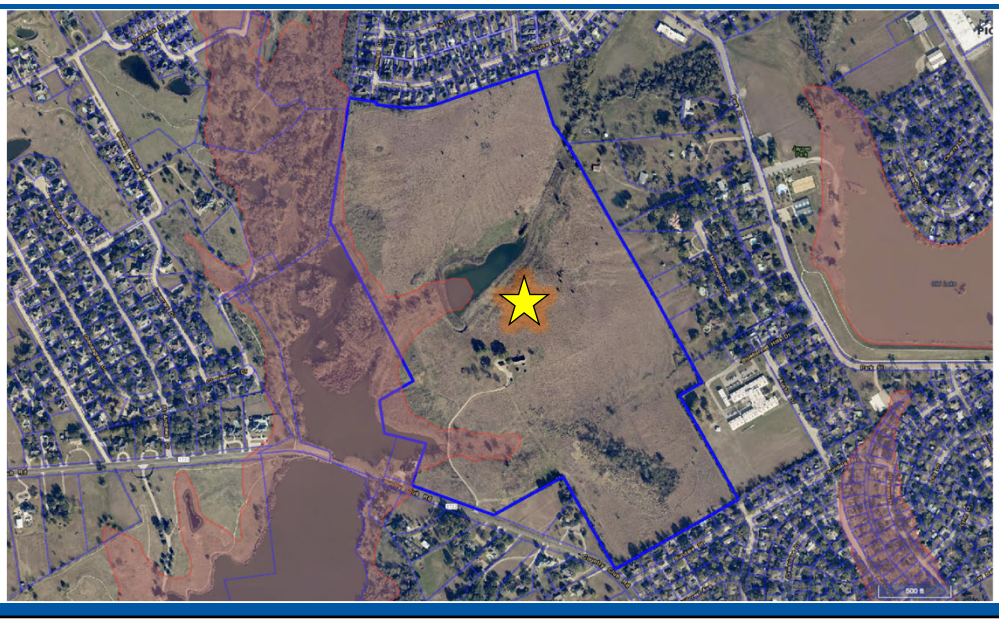
P&Z Case # ZAXA-26-6



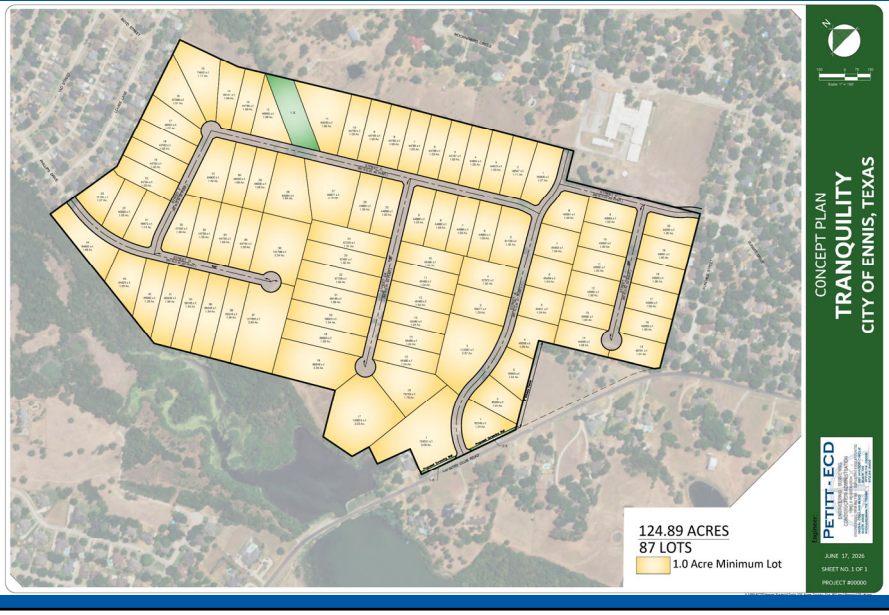
New Neighborhoods

This land use designation is intended to guide the location of future residential neighborhoods in Ennis. The vision is to encourage new neighborhoods that are livable, diverse, and sustainable by catering for different lifestyles and all generations. They are intended to provide for a range of residential types from townhomes to patio homes to estate homes within a walkable neighborhood context. Generally, future new neighborhoods in Ennis will be located on the western side of the city where easy access to regional roadways (US287 Bypass) and utility infrastructure is readily available.

P&Z Case # ZAXA-26-6



P&Z Case # ZAXA-26-6



P&Z Case # ZAXA-26-6

4.2.3 Residential Estate (RE)

(1) Purpose:		(2) Density	
The Residential Estate (RE) district is intended to accommodate large estate style (one-acre) single-family detached residential uses and Accessory Buildings. The district provisions allow compatible agricultural uses that are in keeping with the rural character of these neighborhoods.		Dwelling Units/Acre (maximum)	1.0
		(3) Lot Dimensions	
		(a) Lot Area (minimum) sq. ft.	43,560
		(b) Gross Living Area (minimum) sq. ft.	1,000
		(c) Lot Width (minimum) feet	100
		(d) Lot Depth (minimum) feet	120
		(4) Setbacks	
		(e) Street, Front (minimum) feet	
		Arterial or Collector	30
		Local Street	20
		(f) Street, Side (minimum) feet	
		All roadways	15
		Alleys/private easements	10
		(g) Rear (minimum) feet	10
		Alley	5
		Any residential lot	10
		(h) Side, Interior (minimum) feet	10
		(5) Height (maximum) feet	
		(i) To highest level eave or parapet	35
		(j) To top of the roof structure	45
		(6) Lot Coverage (maximum) Percentage	
		All buildings on the lot	40%

Figure i: Lot Dimension Measurement

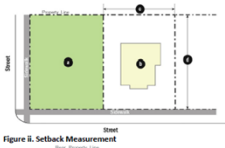


Figure ii. Setback Measurement

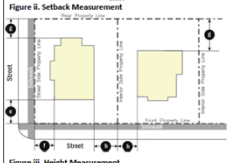
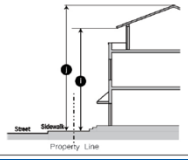


Figure iii. Height Measurement



Standard	Requirement
Minimum Lot Area	1 acre (43,560 square feet)
Minimum Lot Width	100 feet
Minimum Lot Depth	120 feet
Minimum Front Yard Setback	40 feet
Minimum Street Side Yard Setback (all roadways)	20 feet
Minimum Interior Side Yard Setback	15 feet
Minimum Rear Yard Setback	50 feet
Maximum Lot Coverage	40% of gross lot area (all buildings on lot)
Maximum Building Height — To highest eave or parapet	35 feet
Maximum Building Height — To top of roof structure	45 feet
Minimum Gross Living Area	2,400 square feet
Total Residential Lots	87 lots

PD Standards

P&Z Case # ZAXA-26-6

TRANQUILITY SUBDIVISION | PLANNED DEVELOPMENT | CITY OF ENNIS, TEXAS

Elevation A — Modern Farmhouse

Representative Home Product Elevation — For Illustrative Purposes

Oakhull Investments | Confidential Draft | Home Product Elevations — Exhibit

TRANQUILITY SUBDIVISION | PLANNED DEVELOPMENT | CITY OF ENNIS, TEXAS

Elevation B — Craftsman

Representative Home Product Elevation — For Illustrative Purposes

Oakhull Investments | Confidential Draft | Home Product Elevations — Exhibit

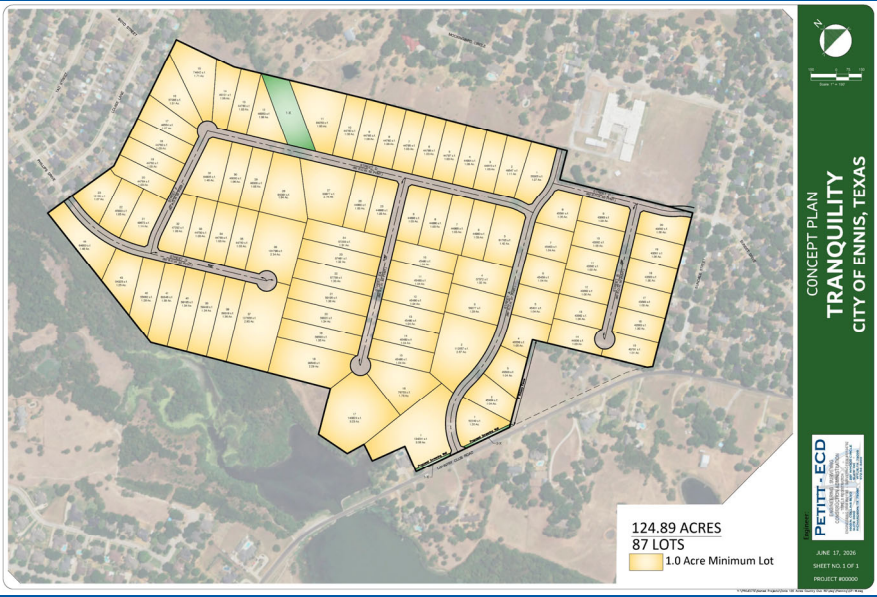
TRANQUILITY SUBDIVISION | PLANNED DEVELOPMENT | CITY OF ENNIS, TEXAS

Elevation C — French Country

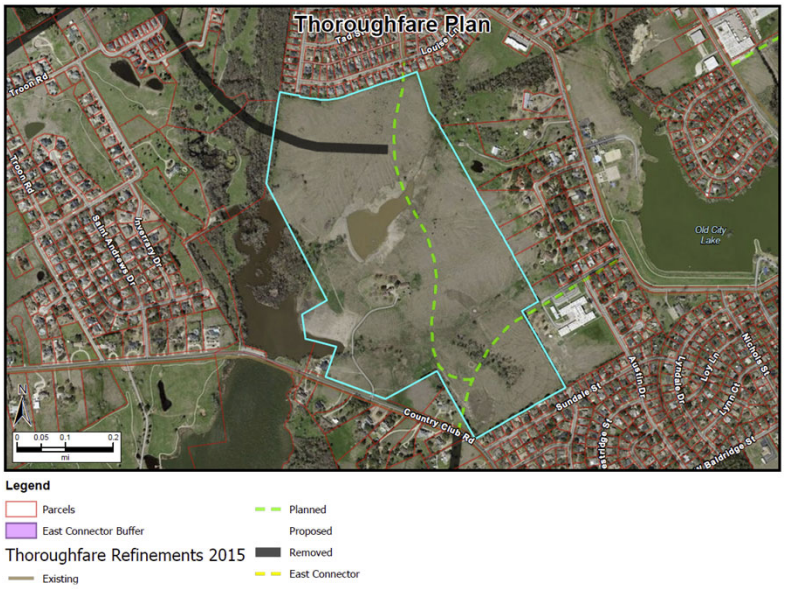
Representative Home Product Elevation — For Illustrative Purposes

Oakhull Investments | Confidential Draft | Home Product Elevations — Exhibit

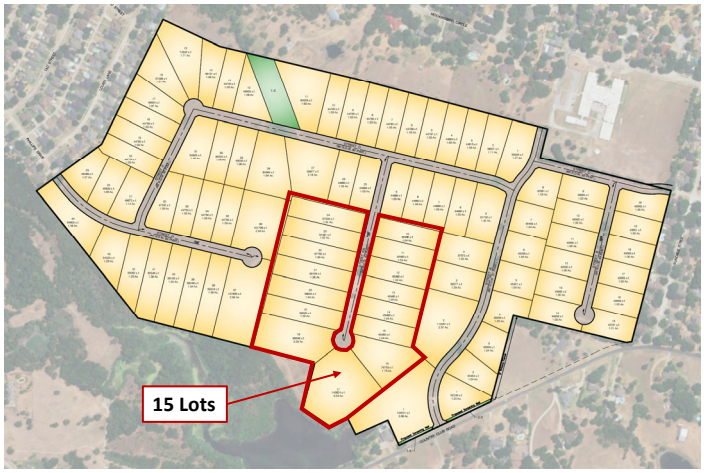
P&Z Case # ZAXA-26-6



P&Z Case # ZAXA-26-6



P&Z Case # ZAXA-26-6



Proposed Concept Plan

(b) Residential Block Length: The following standards shall be followed in the design of residential blocks.

i. Block lengths and cul-de-sacs shall be appropriate to the density and type of development as follows:

1. Generally, the maximum length of any block in a residential zone district shall be 600 feet.
2. If utilizing rural standards, the maximum block length shall be 1000 to 1200 feet with a maximum of 12 lots.

City of Ennis UDO – Sec. 9.4.1(5)(b)(i)(2)

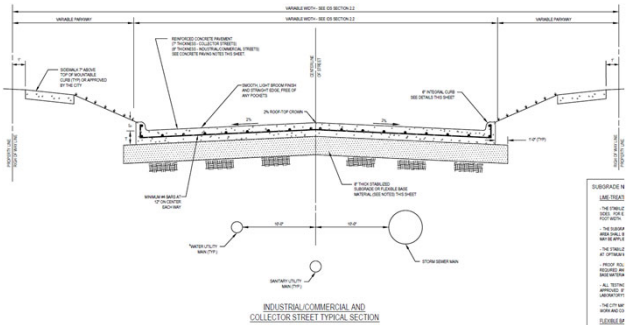
P&Z Case # ZAXA-26-6

Street Construction Standards – Minor Collector

(Connects Country Club Rd. to Bluebonnet Hill Dr.)

6.3 Collector Streets. Street A, as shown on the approved Concept Plan (CP-U), is classified as a Minor Collector on the City of Ennis Thoroughfare Plan and serves as the primary spine street connecting to Bluebonnet Hills Drive and Country Club Road. Street A shall be designed and constructed within a 60-foot right-of-way with a minimum pavement width of 37 feet, measured edge-of-pavement to edge-of-pavement, with a 7-inch Reinforced Concrete Pavement section (4,500 PSI, #4 bars @ 12" o.c. e.w.) on an 8-inch lime-stabilized subgrade. Drainage for Street A shall be provided by open ditch roadside swales consistent with Section 8 of this Ordinance. Curb and gutter is not required on Street A.

Proposed PD Standards



B. Industrial/Commercial and Collector:

1. Shall be constructed in accordance with a pavement design performed by a professional engineer, licensed in the state of Texas. The AASHTO pavement design method shall be used, except that other methods may be proposed for consideration by the Public Works Director. A geotechnical investigation and report of the site soils shall be performed by a professional engineer, licensed in the state of Texas in support of the pavement design submitted to the city.
2. Concrete streets (rigid pavement design) shall be a minimum of seven (7) inch thickness reinforced concrete pavement for collector streets, and eight (8) inches or more for commercial/industrial streets. The Public Works Director reserves the right to require a traffic study to be conducted by the Owner/Contractor in support of proposed pavement design and concrete thickness.
3. Streets shall be minimum widths as listed below:
   a. Industrial/Commercial – forty- eight (48') feet – sixty (60') feet, seventy (70') feet – eighty (80') ROW
   b. Collector – thirty- seven (37' B-B) feet – forty- four (44' B-B) feet based on anticipated traffic, sixty (60') feet – seventy (70) feet ROW
4. Concrete streets shall consist of six sack, minimum 4,500 psi compressive strength concrete for 28-day breaks, NCTCOG Class P2.
5. Concrete streets shall, at a minimum, be reinforced with No. 4 (1/2 inch) steel reinforcement bars placed on 12-inch centers both directions and tied at every overlap (splice).
6. Pavement shall be constructed on eight (8) inch thick Lime Stabilized Subgrade or on flexible base material. Lime stabilized subgrade and compaction shall meet or exceed the following requirements:
   a. The subgrade shall be treated with lime at a rate of 6% by weight and mixed wet. Due to the potential presence of sulfates an observation/mellowing period will be required. The treated area shall be kept moist for a period of 4-days. A seal coat may be applied at an appropriate rate for the asphalt emulsion chosen from TxDOT Item 300, Table 18 rather than keeping the surface wet or as approved by the City.
   b. After 4-days the subgrade shall be re-mixed and compacted to a density of not less than ninety-five (95) percent of the maximum density at +3%/-0% of optimum moisture content for a depth of eight (8) inches below the finished subgrade elevation.
   c. Proof rolling of the finished grade with a loaded tandem axle dump truck may be required and witnesses by City Inspectors.
7. If used in lieu of lime stabilized subgrade, flexible base may be placed at a minimum six (6) inches thickness placed on proof rolled subbase.
   a. Proof rolling of the finished grade subbase with a loaded tandem axle dump truck will be required and witnessed by a City Inspector.
8. Stabilized subgrade or flexible base shall extend a minimum 1'-0" outside the proposed back of curb for the width of the street being installed.
9. Streets shall have six (6) inch integral stand up curbs.

City of Ennis Infrastructure Design Standards – Part 2-Streets, 2.2-Design, B. Industrial/Commercial and Collector

P&Z Case # ZAXA-26-6

Street Construction Standards – Local Residential Streets

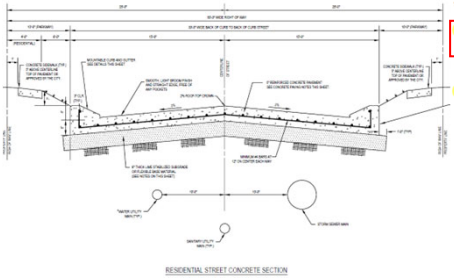
SECTION 6 — STREET DESIGN STANDARDS

6.1 Design Standard. All internal streets within the Tranquility Subdivision PD, except as designated below for collector streets, shall be designed and constructed within a 60-foot right-of-way with a 6-inch Portland Cement Concrete (PCC) pavement section on a 6-inch lime-stabilized subgrade, consistent with the rural character of this development.

6.2 Rural Estate Local Streets. All internal local residential streets within the subdivision shall meet the following standards:

Element	Rural Estate Standard
Right-of-Way Width	60 feet
Minimum Pavement Width	30 feet (edge-of-pavement to edge-of-pavement)
Pavement Section — Surface	6" Reinforced Concrete Pavement (4,000 PSI, #4 bars @ 12" o.c. e.w.)
Pavement Section — Subgrade	6" Lime-Stabilized Subgrade
Crown	Parabolic crown
Curb and Gutter	Not required; open ditch drainage section per Section 8
Sidewalk	Required on one side of the street only; 4-foot minimum width, placed adjacent to the edge of pavement
Street Grade (max)	8% maximum longitudinal grade
Roadside Drainage	Open ditch (swale) — see Section 8; 10-foot drainage easement each side of ROW
Cul-de-Sac Radius	55-foot minimum pavement radius
Cul-de-Sac Length	1,140 feet maximum from the nearest intersection
Speed Limit	25 mph design speed

Proposed PD Standards



2. Streets shall be a minimum of thirty (30) feet in width (back of curb-to-back of curb) and located within a fifty (50) foot minimum ROW.
3. Residential streets shall consist of hot-mix asphalt (flexible pavement design). See street section detail.
4. Hot-mix asphalt surfacing shall be in accordance with TxDOT standard specification item 340, *Dense-Graded Hot-Mix Asphalt (Small Quantity)*. Hot-mix shall be Type C, PG 64-22; two and one-half (2 1/2) inches typical.
5. All Residential streets shall have a minimum eight (8) inches of Flexible Base Material for base layer with a minimum of four (4) inches of the flexible base material extended beyond the proposed street width a minimum of one-foot on both sides. For example, on a proposed 30-foot wide street the subgrade shall be worked at 32-foot width.
6. Flexible Base Material shall be placed on (6) inch thick lime stabilized subgrade or flexible base material similar to the requirements for Industrial/Commercial and Collector Concrete Paved Streets.
7. Proof rolling of the finished subgrade with a loaded tandem axle dump truck may be required and witnessed by the City inspectors immediately prior to placement of the base layer (flexible base material).
8. All testing shall be at the developer's expense and completed by a testing laboratory approved by the City and with current AASHTO accreditation that demonstrates the laboratory's capabilities to perform applicable test procedures.
9. The City may periodically require additional test or proof rolling to assist them in evaluating the quality of work.
10. All new residential subdivision streets shall typically require a mountable/taydown curb and gutter. On a case by case basis, however, the Public Works Director reserves the right to require six (6) inch integral stand up curbs in lieu of mountable curbs.
11. Valley gutters shall be required at all intersecting streets where drainage flows across the intersection. See pavement detail sheets for valley gutter cross-section detail.
12. At the Public Works Director's discretion, concrete residential streets (rigid pavement design) may be allowed and shall be a minimum of six (6) inch thickness reinforced concrete pavement.
    a. Concrete streets shall be a minimum of thirty (30) feet in width (back of curb to back of curb) and located within a minimum fifty (50) foot ROW.
    b. Concrete streets shall consist of six sack, minimum 4,000 psi compressive strength concrete for 28-day breaks, NCTCOG Class P1.
    c. Concrete streets shall, at a minimum, be reinforced with No. 4 (1/2 inch) steel deformed reinforcement bars placed on 12-inch centers both directions and tied at every overlap (splice).
    d. All splices shall have a length of not less than 30x the diameter of the reinforcement bar.
    e. Concrete Pavement shall be constructed on lime stabilized subgrade or flexible base material similar to the requirements for Industrial/Commercial and Collector Concrete Paved Streets.
    f. Driveways shall be constructed of 6" thick 4,000 psi concrete reinforced with No. 4 (1/2 inch) steel reinforcement bars placed on 18-inch centers both directions and tied at every overlap (splice).

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City of Ennis Infrastructure Design Standards – Part 2-Streets, 2.2-Design, A. Residential Streets

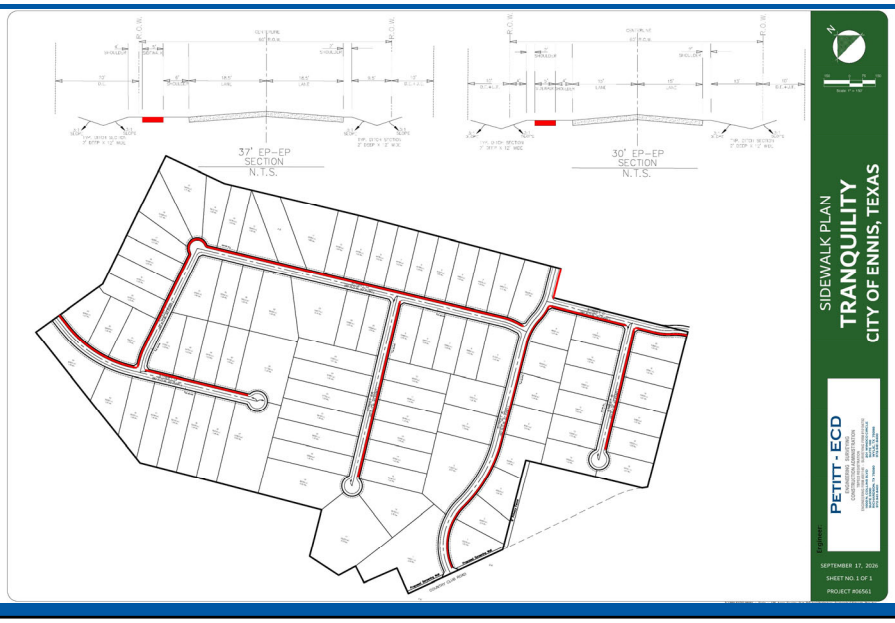
P&Z Case # ZAXA-26-6

Elm Street – Ward 2

P&Z Case # ZAXA-26-6

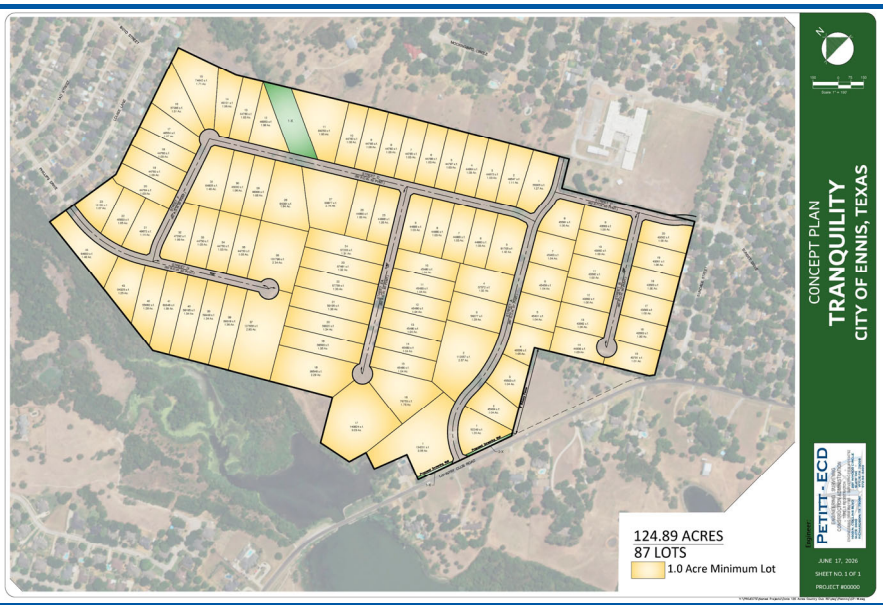
E Milam Street – Ward 2

P&Z Case # ZAXA-26-6



P&Z Case # ZAXA-26-6

P&Z Case # ZAXA-26-6



P&Z Case # ZAXA-26-6

Utilities – Wastewater

SECTION 7 — WASTEWATER AND UTILITY STANDARDS

7.1 On-Site Sewage Facilities (OSSF). The Tranquility Subdivision PD shall be served entirely by individual, lot-level aerobic on-site sewage facilities (OSSF), in lieu of connection to the City of Ennis municipal wastewater system. Each lot shall be required to install a permitted aerobic septic system in conformance with all applicable requirements including:

- Texas Commission on Environmental Quality (TCEQ) Title 30 Texas Administrative Code, Chapter 285
- Ellis County regulations for on-site sewage facilities
- City of Ennis and the Zoning Board of Adjustment authorizes OSSF use within the city limits, per TCEQ standards.
- All permits and inspections required by the governing authority having jurisdiction.

7.2 OSSF Setbacks. All aerobic septic system components — including tanks, spray heads, and spray fields — shall conform to all setback requirements established by TCEQ Chapter 285, Ellis County, and the City of Ennis. Minimum setbacks shall not be less than:

System Component	Minimum Setback
Septic Tank	10 feet from property lines, 50 feet from water wells
Spray Field / Spray Heads	10 feet from property lines, 15 feet from dwellings on same lot
Spray Field	150 feet from any potable water supply well
Maintenance Access	Access easement of 10 feet minimum to all system components

7.3 System Maintenance. Each OSSF shall be maintained under a current service and maintenance contract with a licensed OSSF service provider. Homeowners shall be required to comply with all periodic inspection and maintenance requirements as prescribed by TCEQ and the governing regulatory authority. The Homeowners Association (HOA) may elect to coordinate maintenance contracts on behalf of residents.

Proposed PD Standards

9.4.4 Water and Wastewater Utilities

(1) Connections for Water: All new Subdivisions shall be connected with the city's water system or other public water supply system approved by TCEQ. The water system shall be capable of providing water for health and emergency purposes, including fire protection. The design and construction of water system shall comply with the following standards:
- (a) Applicable regulations of the Texas Commission on Environmental Quality (TCEQ).
- (b) Standards in the city's Infrastructure Design Standards.
- (c) Fire protection and suppression standards in accordance with the city's policies and ordinances including Fire Code adopted by the city. Additional development will not be allowed without water pressure meeting these standards.

(2) Connections for Wastewater:
- (a) All new subdivisions shall be served by a wastewater collection and treatment system authorized and permitted by the TCEQ, except as provided below. The design and construction of the wastewater system improvements shall be in accordance with the standards in the City's Infrastructure Design Standards, and in accordance with TCEQ standards.
- (b) On-site sewage facilities such as septic or aerobic systems may be permitted where each lot is one acre or more in area, if the subdivision is 1,000 feet or more from a connection to a wastewater collection system. They shall meet the city's adopted standards for on-site sewage facilities.

City of Ennis UDO – Sec. 9.4.4

1.9.2 Conflict with Other Public Laws, Ordinances, Regulations, or Permits

This ordinance is intended to complement other city, state, and federal regulations that affect land use. This ordinance is not intended to revoke or repeal any other public law, ordinance, regulation, or permit. However, where conditions, standards, or requirements imposed by any provision of this ordinance are either more restrictive or less restrictive than comparable standards imposed by any other public law, ordinance, or regulation, the provisions that are more restrictive or that impose higher standards or requirements, as long as the City of Ennis is not preempted by such laws, as determined by the Administrator, shall govern.

City of Ennis UDO – Sec. 1.9.2

Sec. 18-407. - Amendments.

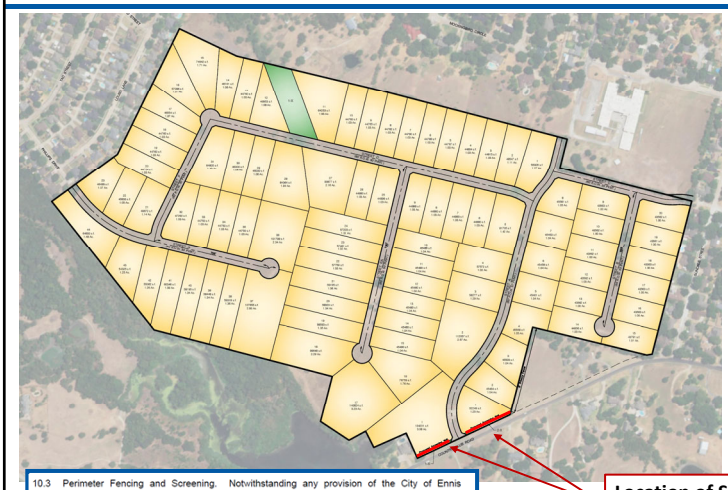
The City of Ennis, Texas wishing to adopt more stringent rules for its on-site sewage facility ordinance understands that the more stringent conflicting local rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirement. Listed below are the more stringent rules adopted by Ennis, Texas:

No conventional septic tanks shall be allowed within the incorporated city limits of Ennis, Texas, unless the applicant owns ten (10) acres or more which shall be serviced by a single conventional septic tank. State approved alternative on-site sewage disposal systems shall be allowed only on lots of one (1) acre or more, provided all other subdivision and building ordinances are observed and an organized sewage system is not located within five hundred (500) feet of the subject real property.

(Ord. No. 06-07-05, § 10, 7-17-06)

City of Ennis Code of Ordinances – Sec. 18-407

P&Z Case # ZAXA-26-6



10.3 Perimeter Fencing and Screening. Notwithstanding any provision of the City of Ennis UDO requiring a masonry screen wall along collector or arterial street frontages, a masonry screen wall is required only at the primary entry along Country Club Road. All other residential lots backing or siding to any collector or arterial street right-of-way shall provide a six-foot (6') board on board wood privacy fence with top rail and cap along the affected property line. Such fence shall be installed by the homebuilder at the time of home construction, prior to issuance of a Certificate of Occupancy. Internal lot-to-lot fencing shall be six-foot (6') board on board wood privacy fence with top rail and cap and/or black powder coated wrought iron fencing.

Proposed PD Standards

Location of Subdivision Perimeter Fencing

(2) RESIDENTIAL FENCING TYPES

Residential fencing standards are divided into two main categories: perimeter fencing and privacy fencing. Perimeter fencing is required to be completely installed by the developer for the boundary of the approved final plat in the areas as set forth below in Section 7.3.4 (2) (a), prior to the issuance of a building permit. Privacy fencing is an option left up to the builder or homeowner, but if built it shall follow the standards in Section 7.3.4 (2) (b) and (c).

(a) Subdivision Perimeter Fencing: In the interest of public safety and privacy, perimeter fencing, meeting the standards in this section, shall be required on lots where the rear and/or side yards are adjacent to a highway frontage road, arterial, or collector as identified on the city's most recently adopted Thoroughfare Plan. Along all other streets, perimeter fencing shall be optional, but if provided, standards in this section shall apply.

i. Height: Six feet minimum and eight feet maximum as measured from the highest adjacent grade within ten feet of the fence. In order to create variation in the design of the fence, at certain locations for no more than 10 percent of the total linear length of the fence, the height may be increased to 10 feet.

ii. Approved Materials: 100 percent masonry (brick, stone, architecturally finished reinforced concrete), or any other sustainable material with more than 30-year life expectancy to give a long lasting, aesthetically pleasing appearance. Materials should preferably have a low maintenance factor and be complemented with landscaping, where appropriate.

iii. Any fencing along parks/open space shall meet the requirements of 7.3.4 (2) (d).

iv. Structural footings of masonry fencing must be engineered.

v. Prohibited Materials: Chain link, vinyl, and wood fencing are prohibited.

vi. Design: Adjacent to major thoroughfares, the fence should be curved or angled at corner locations to accommodate appropriate visibility and add variety. Wall sections greater than 50 feet in length should incorporate at least one of the following design features that are proportionate to the fence length:

(i) A minimum one foot change in a fence, the fence should be curved or angled at corner locations to accommodate appropriate visibility Use of columns at 35-foot intervals;

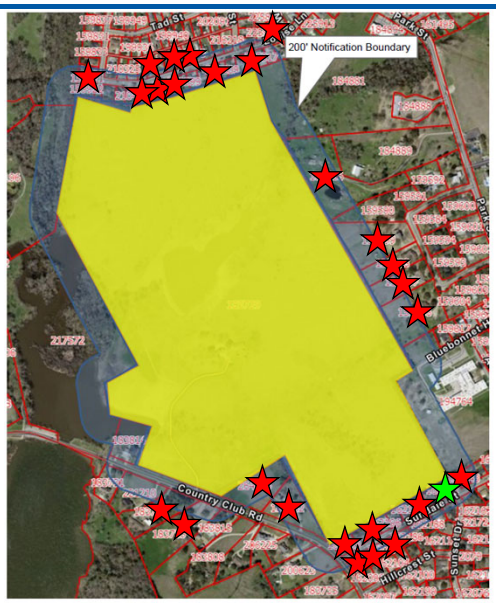
(ii) Any other feature, approved by the Administrator that provides adequate relief from the monotony of a continuous fence

City of Ennis UDO – Sec. 7.3.4(2)(a)

P&Z Case # ZAXA-26-6

UDO / Design Standard Provision	Modification Granted by this PD
Minimum local street pavement width (30' B-B per City standard)	30 feet for all internal rural estate local streets
Curb and gutter requirement for local streets	Waived for all streets within the Tranquility Subdivision PD, including collector streets; open ditch drainage section permitted on all streets per Section 8 of this Ordinance
Sidewalk requirement on both sides of local streets	Reduced to one (1) side only for internal local residential streets.
Municipal wastewater connection requirement	Waived.
Maximum cul-de-sac lot count (12 lots per UDO Sec. 9.4.1(5)(b)(i)(2))	Increased to a maximum of fifteen (15) lots per cul-de-sac street. This PD expressly modifies UDO Sec. 9.4.1(5)(b)(i)(2) in recognition of the rural estate character and one (1) acre minimum lot size. Emergency access provisions and turnaround dimensions shall comply with applicable fire code requirements at time of final engineering plan approval.
Subdivision perimeter fencing material requirement (100% masonry per UDO §7.3.4(2)(a))	Modified per Section 10.3 of this Ordinance. A masonry screenwall is required only at the primary entry along Country Club Road. All other lots backing or siding to any collector or arterial street right-of-way shall provide a six-foot (6') wood privacy fence installed by the homebuilder at time of home construction, prior to Certificate of Occupancy.

P&Z Case # ZAXA-26-6



(80) Letters Sent
(1) Approvals
(26) Protests

P&Z Case # ZAXA-26-6

3.3.4 Concept Plan – Ennis Unified Development Ordinance

(8) Approval Procedures:

a) Review and Approval Criteria: General criteria in Section 3.2.7(2) and this Section shall establish the review and approval criteria for the Administrator, the P&Z and City Commission for Concept Plan applications.

I. The Concept Plan addresses a unique situation, confers a substantial benefit to the city, or incorporates creative site design such that it achieves the purposes of this Ordinance and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include but are not limited to: improvements in open space and trail provisions and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; and/or mix of uses or innovative housing types.

II. The development shall have appropriate transitions to the surrounding area, with adequate standards to mitigate any potentially negative impacts.

III. Streets within the development shall provide adequate internal circulation for a variety of modes of transportation as well as connect to the city's overall system to provide a seamless, multi-modal network.

IV. Streets shall be designed to create a pleasant walking and biking environment with on- street parking where appropriate and streetscape enhancements.

V. Cul-de-sacs shall be prohibited unless natural features such as topography or stream corridors prevent a connection as determined by the Administrator.

VI. Stub streets may be required where a street is likely to be extended into adjoining undeveloped property.

VII. The Concept Plan shall provide common open space per the requirements of the zoning district standards and adequate in terms of location, accessibility and usability, area and type of the common open space, and in terms of the uses permitted in the development. The development shall ensure optimum preservation of the natural features of the terrain.

VIII. The Concept Plan demonstrates compliance with all of the requirements of the applicable development regulations. The Concept Plan may not authorize exceptions to the minimum requirements of any applicable development regulation unless the underlying zoning is amended through the zoning change process.

P&Z Case # ZAXA-26-6

Overview:

- Location: Ward 3
- Requested by: Chad Adams, Oakhull Investments LLC
- From: Agricultural (A) & Single-Family Residential District – 10 (R-10)
- To: Planned Development (PD)
- For: 124.289 Acres
- Use: Future Single Family Residential Subdivision (Approx. 87 Lots)
- Notices: 80 Surrounding Property Owners Notified
  - 1 Voted "In Favor"
  - 26 Voted "In Protest"

  Does Not require Super Majority Vote
- Case heard by P&Z Commission on 7/13/26
- P&Z Commission approved the request

Staff Does Not Recommend Approval

City Commission – Regular Session

Public Hearing –

- **F._.** - Conduct a Public Hearing regarding an application for a Zoning Change from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.289-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision. CONTINUED FROM THE AUGUST 18, 2026 CITY COMMISSION MEETING.

Open the Public Hearing
Public Comment
Close the Public Hearing

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Conduct a Public Hearing to discuss and consider approving amendments to the Ennis Unified Development Ordinance to define and regulate Drone Delivery Hubs or Stations by amending: 1) Article V "Use Standards," Section 5.1.5 "Table of Allowed Uses," to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; Section 5.2 "Additional Use Standards," Subsection 5.2.5 "Industrial Uses," to add "(7) Drone Delivery Hubs or Stations"; Section 5.3 "Accessory Uses and Structures," Subsection 5.3.4 "Table of Accessory Uses and Structures" to add "Drone Delivery Hub or Station (Small)"; 2) Article VII "Site Design and Development Standards," Section 7.2 Off Street Parking, Subsection 7.2.3 "Off Street Parking Standards," Table 7.2-3a: "Off-street Parking Schedule A" to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; and 3) Article XI "Definitions," Section 11.4.4 "Industrial Uses," E. "Transportation Related Uses" to add "(7) Drone Delivery Hub or Station (Small)", "(8) Drone Delivery Hub or Station (Large)", "(9) Drone Staging Area".

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Planning & Development

Staff Contact: Erica Stubbs, Senior Planner

BACKGROUND INFORMATION:

The purpose of this request is to add new land use definitions and regulations for commercial drone delivery hubs or stations. The proposed amendments provide a basis for development as these emerging technologies continue to come online in the City of Ennis. The proposed amendments seek to regulate the land use and ground equipment associated with commercial drone delivery and in no way regulate the operation of drones.

Regulation of drones and other aircraft is largely preempted by the Federal Aviation Administration (FAA) or restricted by the State.

- The FAA has set rules for the operation of unmanned aircraft and is active alongside other government and corporate bodies in developing regulations, air traffic control systems, and safety technology for unmanned aircraft and advanced mobility aircraft.
- The State has limited involvement but passed legislation restricting the ability of municipalities to adopt or enforce ordinances regulating the operation of an unmanned aircraft in Texas Government Code Section 423.009. The proposed Unified Development Ordinance (UDO) amendments regulate only land use, which is within the city's regulatory power.

This report summarizes the proposed amendments to the UDO incorporating provisions for drone delivery hubs or stations.

Proposed Changes

Definitions

Three (3) new definitions are proposed: Drone Delivery Hub or Station (Small), Drone Delivery Hub or Station (Large) and Drone Staging Area. The land uses are functionally identical, except that Drone Hub or Station (Large) would be subject to more restrictive location standards than a Drone Delivery Hub or Station (Small). The distinction between the two is that Drone Delivery Hub or Station (Small) are limited to small unmanned aircraft systems (sUAS), which are under 55 pounds total take-off weight.

Article XI - Definitions, Sec. 11.4.4 Industrial Uses, E. Transportation Related Uses

"Drone Delivery Hub or Station (Small)"

An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by small, unmanned aircraft systems (sUAS) under 55 pounds total take-off weight or as defined in Section 44801 of Title 49, United States Code, as amended, whichever is the lesser, to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.

"Drone Delivery Hub or Station (Large)"

An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft 55 pounds total take-off weight or greater, to distribute commercial goods by air, and may include those defined under Drone Delivery Hub or Station (Small). This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities. Large drone delivery hubs typically operate regionally and are associated with distribution warehouses or major fulfillment centers.

"Drone Staging Area"

A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiates take-off. The drone staging area includes both the launch pads and any required safety areas and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.

Table of Allowed Uses

Article V – Use Standards, Sec. 5.1 Table of Allowed Uses, Table 5.1-1: Allowed Uses

- Add two (2) new Use Types of "Drone Delivery Hub or Station (Large)" and "Drone Delivery Hub or Station (Small)" under the Use Category of "Transportation Related Uses"
- Drone Delivery Hub or Station (Small) allowed by right in the following zoning districts: BP, CC, L-IM, H-IM
- Drone Delivery Hub or Station (Large) allowed by SUP only in the following zoning districts: L-IM, H-IM
- Add note to "Additional Standards" column. "Sec. 5.2.5 (7)" pointing to Additional Use Standards

Table of Accessory Uses and Structures

Article V – Use Standards, Sec. 5.3 Accessory Uses and Structures, Sec. 5.3.4 Table of Accessory Uses and Structures

- Drone Delivery Hub or Station (Small) allowed by right as an accessory use in the following zoning districts: BP, CC, L-IM, H-IM
- Add note to "Additional Standards" column. "Sec. 5.2.5 (7)" pointing to Additional Use Standards

Additional Use Standards

Proposed Additional Use Standards address noise sensitive areas, setbacks, height, lot coverage, screening requirements and expressly prohibit drone delivery hubs in special zoning districts.

Article V – Use Standards, Sec. 5.2 Additional Use Standards, Sec. 5.2.5 Industrial Uses, Add (7) Drone Delivery Hubs or Stations

- Drone delivery hubs are not permitted in the Downtown Core and Subdistricts or Kaufman Corridor Core and Transition districts.
- Platted Lots: All drone delivery hubs or stations shall be located on a platted lot.
- Drone delivery hubs shall not be located on roofs.
- The drone staging area for a commercial drone delivery hub (small) shall not be located within 300 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, or hospital is located.
- The drone staging area for a commercial drone delivery hub (large) shall not be located within 500 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, or hospital is located. The 500-foot buffer requirement may be reduced to 250 feet if City Commission finds in the issuance of the specific use permit that a reduced distance would not be detrimental or injurious to the public health, safety, or general welfare of the neighborhood, group living facility, public park, or hospital.
- The measurement of the required buffer is to be made in a straight horizontal line from the edge of the drone staging area to the closest property line of a property zoned for residential use or containing a dwelling, group living facility use, public park, or hospital.
- Drone staging areas must be shown on an approved site plan and are subject to the site plan submittal and review procedures in Sections 3.3.5 and 3.3.6.
- Drone staging areas as part of an accessory drone delivery use shall be limited to: 1) Drone Delivery Hub or Station (Small); and 2) 1,000 square feet or 10% of the lot area, whichever is greater.
- Location: Drone staging areas shall not be placed within any building setback, required landscape buffer, fire lane, easement, maneuvering aisle, required loading zone, required parking space, or any location that obstructs visibility or interferes with pedestrian or vehicle circulation.
- Height: Docking towers and all other appurtenances associated with the commercial drone delivery hub shall be subject to the maximum height requirements of the zoning district.
- Screening Requirements: Drone staging areas shall be screened by a wrought iron fence with masonry columns expressed at intervals no greater than fifty (50) feet on center and with evergreen hedge, or a masonry wall, each not less than six feet in height. The exterior of equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscaping and other surroundings. The launch equipment and landing or docking equipment within the drone staging area are exempt from this screening requirement.

Off Street Parking

The proposed parking rates are intended to allow the use to be easily added to existing properties or replaced with other uses without significant impacts to the parking needs. Parking is not required for drone hubs considered as accessory use, allowing for flexibility on small sites. Proposed changes to Table 7.2-3a: Off-Street Parking Schedule A are as follows:

- Add “Drone Delivery Hub or Station (Small)” under “Transportation Related Uses” use category. 1 per 300 square feet of the designated drone staging area for commercial drone delivery hubs with no buildings. None if use is considered accessory
- Add “Drone Delivery Hub or Station (Large)” under “Transportation Related Uses” use category. 1 per 300 square feet of the designated drone staging area for commercial drone delivery hubs with no buildings

On September 14, 2026, the Planning and Zoning Commission conducted a public hearing to consider the amendments to the Unified Development Ordinance (UDO). The Commission voted unanimously in favor (5-0) of the proposed amendments.

RECOMMENDATION:

Planning and Zoning Commission recommends approval of the proposed amendments to the Unified Development Ordinance.

ATTACHMENTS:

UDO Proposed Changes_Drone Delivery Hubs
UDO Proposed Changes_PPT Slides

City of Ennis Unified Development Ordinance

Proposed Amendments

Drone Delivery Hubs or Stations

COMMUNITY HEALTH AND DEVELOPMENT DEPARTMENT
108 W. Knox St.• Ennis, Texas 75119 • (972) 875-6442

Table 5.1-1: Allowed Uses

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Category	Use Type	Residential Districts											Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																				RMU			KC		
		A	RE	R-10	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
	Asphalt or concrete batch plant																☐								
	Excavation related services																■								
	Wrecking and demolition establishment (including junk yards)																☐								
Transportation-related uses	Air transportation related uses	☐														☐		☐							
	Rail transportation related uses															■	■								
	Other local, regional, intercity transportation uses (public and commercial)													■	■			■							
	Taxi and limousine service														■	■									

Table 5.1-1: Allowed Uses

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Category	Use Type	Residential Districts											Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																				RMU			KC		
		A	RE	R-10	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
	Courier, messenger, and postal services														■	■									
	Truck and freight transportation services															■									
	Drone Delivery Hub or Station (Small)													■*	■*	■*	■*								Sec. 5.2.5 (7)
	Drone Delivery Hub or Station (Large)															☐*	☐*								Sec. 5.2.5 (7)
Utilities and Utility Services	Utility lines, towers or metering/pumping station	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
	Sewer, solid waste, recycling, and related services																■								
	Natural gas, petroleum, fuel related services															■	■								
	Electric utility services (includes generating plants and substations)															■	■								

as personal household services, restaurants, laboratories, and incidental retail sales, when these uses serve the clients or are incidental to the clients in the office building, and subject to the following standards:

(b) The aggregate area of all incidental uses in an office building shall not exceed 25% of the gross floor area of the building.

(18) Surface parking lot:

(a) Shall be screened when located adjacent to any residential uses or public right-of-way with a screen in accordance with **Article VI: Building and Urban Design Standards**.

(19) Structured parking:

(a) Shall meet the standards for parking garages in the Special District Design Standards in **Article VI: Building and Urban Design Standards**.

(20) Sexually-oriented businesses:

(a) Shall not be located within 1,000 feet of a church, a school, a boundary of a residential district, a public park or the property line of a lot devoted to residential use or designated for residential use in the city's Future Land Use Plan.

(21) Truck stop:

(a) Permitted only in the Heavy Industrial and Manufacturing District (H-IM) with a Specific Use Permit (SUP).

(b) Shall be subject to the following conditions: Shall not be located within 1000 feet of any residential and multi-family uses, public or private schools, nursing homes and hospitals, measured in straight line, without regard to intervening structures or objects, from the nearest boundary of the lot where the use is conducted to the nearest boundary of the zoning district issue.

(c) All permanent structures shall conform to the Corridor Commercial District standards and comply with all adopted city codes and ordinances.

(d) Truck stop uses shall conform to and meet the standards in **ARTICLE VII: SITE DESIGN AND DEVELOPMENT STANDARDS.**

(e) Off-street vehicle parking shall meet the standards in **ARTICLE VII: SITE DESIGN AND DEVELOPMENT STANDARDS**. For commercial truck parking, the applicant shall submit a Parking Analysis prepared by a traffic engineer to evaluate the parking needs of the proposed development and to ensure that the proposed parking supply meets anticipated demands. The Analysis shall address demand and capacity, safety and security, traffic flow, accessibility and accommodations and the installation of a Real Time Information System(s).

(f) Fire Safety and Protection shall meet the City's current Fire Code Standards and Public Works Infrastructure Standards.

(g) All applications for a truck stop shall be subject to the concept plan review procedure as outlined in Section 3.3.4, and in addition to the standards listed in Section 3.3.4, shall include all streets, driveways,

5.2.5 Industrial Uses

(1) Microbrewery, micro-distillery, winery:

(a) Maximum size shall be limited to 25,000 sq.ft.

(2) Any Manufacturing Use in the KC Special District shall meet the following standards:
(a) Shall be no more than 10,000 sq.ft.
(b) All outside storage shall only be located in the rear yard and screened from all adjoining properties and public streets by an eight-foot high solid screening device that complies with the following requirements:
i. All screening devices shall form an opaque, solid barrier, without gaps or openings, except as provided in (iii) below.
ii. All screening devices shall be constructed of 100% brick, stone, or architecturally- finished reinforced concrete.
iii. Only openings in screening devices that are necessary for reasonable access to the storage yard shall be permitted, but shall be equipped with a solid gate or door constructed and maintained in accordance with the requirements for screening devices set forth in this section. All openings shall be closed and securely locked at all times, except for needed access.
iv. Any painting, staining, coating, covering or other coloring of any screening device shall be of a uniform color.
v. All screening devices shall be maintained, repaired and/or replaced to ensure compliance with the requirements in this section at all times.
(c) Outside storage shall not be stacked, accumulated, kept, or otherwise placed above the solid screening device described in this subsection.
(d) A row of evergreen screening trees shall be planted in front of and within 10 feet of the required screening device. These trees shall be spaced a maximum of ten to 15 feet on center. They shall be placed no closer than five feet to the street side of the required screening device. The trees shall be six to eight feet in height at the time of planting and be a species capable of reaching a height of fifteen feet within five years of planting. All screening trees shall be equipped with an automatic irrigation system.

(3) Outside Storage: Any outside storage associated with an Industrial Use:
(a) All outside storage shall be setback a minimum of 25 feet from any public right-of-way and shall be located within the rear yard and screened from view of public streets by an eight-foot high solid screening device that complies with the following requirements:
i. All screening devices shall form an opaque, solid barrier, without gaps or openings, except as provided in (iii) below.
ii. All screening devices shall be constructed of 100 percent brick, stone, or architecturally- finished reinforced concrete.
iii. Only openings in screening devices that are necessary for reasonable access to the storage yard shall be permitted, but shall be equipped with a solid gate or door constructed and maintained in accordance with the requirements for screening devices set forth in this section. All openings shall be closed and securely locked at all times, except for needed access.
iv. Any painting, staining, coating, covering or other coloring of any screening device shall be of a uniform color.
(b) All screening devices shall be maintained, repaired and/or replaced to ensure compliance with the requirements in this section at all times.

(4) Telecommunications Facilities, All:
(a) The purpose of this section is to establish standards regulating the location of

telecommunication facilities, towers and antennas with the objective of minimizing their number, to protect and promote public safety, and to mitigate any adverse visual impacts on the community while promoting the provision of telecommunications service to the public.

(b) All telecommunications facilities, towers, and antennas shall be erected and operated in compliance with current Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) rules and regulations and other applicable federal, state, and city standards.

(c) Platted Lots: Telecommunications facilities, including towers and related equipment buildings, but exempting co-located facilities (multiple towers owned by different operators), shall be located on a platted lot.

(d) Technical Assistance: When a permit is required to comply with the provisions of this section, and when the technical information provided by the applicant is beyond the technical capacity of city staff to review, the applicant, in addition to the usual application fee, shall reimburse the city for the actual cost to the city for the services of a technical expert to review the application and/or information supplement. Such reimbursement shall be paid prior to issuance of a construction permit.

(e) Pre-application Meetings: Prior to leasing or purchasing facilities, the telecommunications service provider is encouraged to meet with the Administrator or his/her designee to determine if the location will require a Specific Use Permit or other approvals, and to review the merits of potential locations.

(f) Exemptions: Dish antennae less than two meters in diameter, antennae used exclusively for SCADA (System Control And Data Acquisition) communications in a utility substation or facility, antennae used exclusively as part of a federally licensed amateur radio station, antennae for Citizen's Band (CB) radios, and antennae less than one foot in greatest dimension are exempt from this section.

(g) Abandoned Antennae or Towers: Any antenna or tower that is not operated for a continuous period of 12 months shall be considered abandoned, and the owner of such antenna or tower shall remove the same within 180 days of receipt of notice from the Administrator notifying the owner of such abandonment. Failure to remove an abandoned antenna or tower within said 180 days shall be grounds for the city to remove the tower or antenna at the owner's expense.

(5) Telecommunications Facilities, Building Mounted:

(a) Ground and building mounted dish antennae shall not be permitted in any front setback area or side or rear yard if adjacent to any roadway.

(b) Ground-mounted dish antennae in excess of five feet in height shall be screened from roadways and adjacent property by a minimum six-foot high screening masonry wall or evergreen hedge.

(c) Building/roof-mounted antennae one meter or less in diameter are permitted in all zoning districts.

(d) Building/roof-mounted antennae in excess of one meter in diameter in residential zoning districts shall be painted to have an appearance that blends with the building on which they are located or be located so that they are not visible from any adjacent roadway.

(e) Building/roof-mounted dish antennae in excess of two meters in diameter may

be permitted on buildings in excess of 10,000 square feet of building floor area in the non- residential districts.

(f) Building/roof-mounted dish antennae in excess of two meters in diameter in non-residential districts shall be painted or screened with enclosures so as to have an appearance that blends with the building on which they are located or be located so that they are not visible from any adjacent roadway.

(g) Prior to the installation of any building/roof mounted telecommunications antenna, antenna array or support structure the Administrator may require an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment.

(6) Telecommunications Towers:

(a) Structural Standards: Guyed telecommunications towers shall be designed and located such that if the structure should fall it will avoid habitable structures and public streets.

(b) Co-location:

i. Towers shall be designed and built to accommodate a minimum of two wireless providers, if over 75 feet in height. The owner of the tower must certify in writing to the city that the tower is available for use by other telecommunications service providers on a reasonable and nondiscriminatory basis.

ii. Applicants seeking to erect a tower greater than 75 feet in height within 3,000 feet of any tower greater than 75 feet in height, shall provide evidence that reasonable efforts were made to lease space on an existing or planned tower or that no existing tower will satisfy the applicant's technological needs.

(c) Tower Height:

i. The height of a tower, whether freestanding or building- mounted, shall be measured from the base of the tower to the highest point of the tower, including any installed antennae and appurtenances.

ii. The maximum height for towers is 75 feet plus 25 feet for each co-located installation, or as approved by Specific Use Permit in accordance with *Table 5.1-5*.

(d) Security Fencing and Building Materials:

i. Security fencing, if installed, shall be by a wrought iron with masonry columns expressed at intervals no greater than fifty (50) feet on center and with evergreen hedge, or a masonry wall, each not less than six feet in height. The exterior of equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscaping and other surroundings.

(e) Location:

i. All telecommunication towers, as well as guys and guy anchors, shall be located within the buildable area of the lot and not within the front, rear, or side setbacks. New telecommunication towers in excess of 200 feet in height shall be set back a minimum of 1,300 feet from the right-of-way of all controlled access federal and state roadways designated as freeways to provide unobstructed flight paths for helicopters.

ii. All telecommunications towers, including stealth towers, equal to or over 75 feet in height, are not allowed in any residential zoning district and must be a

minimum of a three-to-one distance to height ratio from a single-family residential district and one-to-one distance to height ratio from a transition zone of a Special District.

iii. Any new telecommunications tower in excess of 180 feet in height shall be located a minimum of one mile from any existing tower in excess of 180 feet in height.

(f) Signage:

i. Except as otherwise permitted in this Ordinance, no signage, lettering, symbols, images, or trademarks in excess of 2 sq. ft. shall be placed on or affixed to any part of a telecommunications tower, antenna, antenna array, equipment building, or security fencing other than as required by FCC regulations or other applicable law.

(g) Lighting:

i. Except as otherwise permitted in this Ordinance, no signals, lights, or illumination of any kind shall be permitted on or directed toward any tower unless required by the FCC, the FAA, or other appropriate public authority.

(h) Stealth Towers:

i. Stealth telecommunication towers and antennae must be similar in color, scale, and character to adjoining buildings or structures or blend with the landscaping and other surroundings immediately adjacent to them so as to generally avoid the creation of unique visual objects that stand out in the environment.

ii. Each design for a proposed stealth tower or antenna shall be reviewed by the Administrator. An applicant of a stealth tower or antenna design shall provide the Administrator with evidence in the form of construction drawings, photographs, renderings, or other data sufficient for the Administrator to determine whether the design effectively conceals the tower or antenna. The Administrator shall forward the request to the Planning and Zoning Commission and City Commission after determining the completeness of the application.

(i) Antenna Mounting Standards:

i. The purpose of this section is to promote public safety and maintain order and harmony within the city's business, cultural, and residential districts by restricting the size and location of telecommunication antennas. The objective is to avoid the creation of visual distractions, prevent obstructions to the view of pedestrians and motorists on public thoroughfares, and to insure the integrity of supporting structures.

(j) Whip and Panel Antenna Mounting Standards:

i. Telecommunications antennas, including mounting structures, are allowed on existing electric utility poles, light standards, and telecommunication towers in excess of 40 feet in height, provided that the total length of any antenna does not exceed 15 percent of the height of the existing structure. The height of a telecommunications tower is determined by the highest point of any and all components of the structure, including antennas.

ii. Telecommunications antennas and arrays are allowed by right on existing electric transmission towers.

iii. Existing conforming building element structures (excluding towers) in excess of 50 feet in height may, as a matter of right, be rebuilt, if necessary, to support or contain a new antenna, provided that the new structure is the same height and substantially the same in appearance as the structure it replaces.

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iv. Panel antennas, which do not extend above the structure, or whip antennas 15 feet or less in height, are permitted on conforming billboard structures.

v. Building-mounted panel antennas are permitted on non-residential buildings and multifamily dwellings in all zoning districts; provided that they are mounted flush with the exterior of the building and that they do not project above the roof line or more than 30 inches from the surface of the building to which they are attached. The antenna's appearance shall be such that its color blends with the surrounding surface of the building.

vi. Whip antennas are permitted on non-residential buildings and multifamily dwellings in all zoning districts, provided that the total length of said whip antennas, regardless of mounting method or location, does not exceed 15 percent of the existing height of the building.

vii. Only one building/roof mounted antenna support structure, less than 100 square feet in area, is permitted per 5,000 square feet of building floor area.

(k) Prior to the installation of any building/roof mounted telecommunications antenna, antenna array or support structure the Administrator may require an engineer's certification that the structure will support and not be adversely affected by the proposed antenna and associated equipment.

(7) Drone Delivery Hubs or Stations:

(a) Drone delivery hubs or stations are not permitted in the Downtown Core, Downtown subdistricts, Kaufman Corridor Core, and Kaufman Corridor Transition districts.

(b) Platted Lots: Drone delivery hubs or stations, including docking towers, staging areas and related equipment shall be located on a platted lot.

(c) Buffer:

i. The drone staging area for a commercial drone delivery hub (small) shall not be located within 300 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, school or hospital is located.

ii. The drone staging area for a commercial drone delivery hub (large) shall not be located within 500 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, school or hospital is located. The 500 feet buffer requirement may be reduced to 250 feet if City Commission finds in the issuance of the Specific Use Permit (SUP)that a reduced distance would not be detrimental or injurious to the public health, safety, or general welfare of the neighborhood, group living facility, public park, or hospital.

iii. The measurement of the required buffer is to be made in a straight, horizontal line from the edge of the drone staging area to the closest property line of a property zoned for residential use or containing a dwelling, group living facility, public park, school or hospital.

(d) Drone staging areas must be shown on an approved site plan and are subject to the site plan submittal and review procedures in Sections 3.3.5 and 3.3.6.

(e) Drone staging areas as part of an accessory drone delivery use shall be limited to: 1) Drone Delivery Hub or Station (Small); and 2) 1,000 square feet or 10% of the lot area, whichever is greater.

(f) Drone delivery hubs or stations shall not be located on roofs.

(g) Location: Drone staging areas shall not be placed within any building setback, required landscape buffer, fire lane, easement, maneuvering aisle, required loading zone, required parking space, or any location that obstructs visibility or interferes with pedestrian or vehicle circulation.

(h) Height: Docking towers and all other appurtenances associated with the commercial drone delivery hub shall be subject to the maximum height requirements of the zoning district.

(i) Screening Requirements: Drone staging areas shall be screened by a wrought iron fence with masonry columns expressed at intervals no greater than fifty (50) feet on center and with evergreen hedge, or a masonry wall, each not less than six feet in height. The exterior of equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscaping and other surroundings. The launch equipment and landing or docking equipment within the drone staging area are exempt from this screening requirement.

5.3.4 Table of Accessory Uses and Structures

Table 5.3-1: Accessory Uses and Structures

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Type	Residential Districts											Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																			RMU			KC		
	A	RE	R-10	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
Accessory Building (not listed below)	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	Sec. 5.3.6 (1)
Accessory Use (not listed below)	■	■	■	■	■	■	■	■	■	■	■	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	Sec. 5.3.6 (1)
Care taker's quarters	■*											■*	■*	■*	■*	■*	■*	■*						Sec. 5.3.6 (2)
Carport	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*												■*	Sec. 5.3.6 (3)
Community Center /Club house (private)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐								☐	☐	☐	☐	☐	
Accessory dwelling unit (garage)	■*	■*	■*	■*	■*	■*																		Sec. 5.3.6 (4)
Accessory dwelling unit (Primary structure)	■*	■*	■*	■*	■*	■*															■*			Sec. 5.3.6 (5)
Residential Garage (detached)	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*									■*	■*		■*	Sec. 5.3.6 (6)
Surface parking	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Storage shed (residential)	■	■	■	■	■	■	■	■	■	■	■									■	■		■	
Swimming pool (private)	■	■	■	■	■	■	■	■	■	■	■		■	■				■		■	■		■	
Home-occupation	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*									■*	■*		■*	Sec. 5.3.6 (7)
Electric vehicle charging station												■	■	■	■	■	■	■	■	■		■	■	
Outdoor storage												■*		■*	■*	■*			■*	■*		■*	■*	Sec. 5.3.6 (8)
Outside display and sales												■*		■*					■*	■*		■*	■*	Sec. 5.3.6 (9)
Recycling collection center															■	■	■							
Sidewalk café												■*	■*	■*					■*	■*		■*	■*	Sec. 5.3.6 (10)
Drone Delivery Hub or Station (Small)													■*	■*	■*	■*								Sec. 5.2.5 (7)

(5) USE LIMITED TO PARKING: No required off-street parking facility or loading space shall be used for sales, non- vehicular or rental vehicle storage, repair, or service activities unless specifically provided for in this Ordinance.

7.2.3 Off Street Parking Standards

(1) OFF-STREET PARKING SCHEDULE A**:** The off-street parking requirements for uses allowed by this Ordinance are listed in Table 7.2-3a. The vehicle stacking requirements of Section 7.2.6, Drive-Through Vehicle Stacking, may also be applicable to certain uses.

TABLE 7.2-3a: Off-Street Parking Schedule A

USE CATEGORY	USE TYPE	PARKING REQUIREMENT sf = Square feet GFA = Gross Floor Area
RESIDENTIAL USES		
Household Living	Dwelling, single-family detached	2.0 per dwelling unit
	Dwelling, townhouse (SF attached or multi-family)	2.0 per dwelling unit
	Dwelling, live/work	2.0 dwelling unit (work area calculated as retail, office, or commercial use)
	Dwelling, multi-family (MF-1 and MP-2)	1.0 per efficiency unit, 1.5 per 1 bedroom unit, 2.0 per 2 bedroom unit, 2.5 per 3 bedroom unit. For paid parking (above 20%), parking counted at .5 per space.
	Accessory dwelling unit	1 per dwelling unit
	HUD-Code manufactured home	2 per dwelling unit
Group Living	Assisted living facility (≤6 residents)	1 per bed plus 1 per 100 sf of common area
	Assisted living facility (≥7 residents)	1 per bed plus 1 per 100 sf of common area
	Boarding house | fraternity or | sorority house | private dorm	1 per bed
	Community, group, or foster home	2 per dwelling unit, not to exceed 1 per bedroom
	Independent senior living facility	1 per dwelling unit plus 1 per 100 sf of common area
	Nursing home	1 per 2 beds plus 1 per 100 sf of common area
PUBLIC AND INSTITUTIONAL USES		
Civic and Cultural Facilities	Art gallery, museum, or special purpose recreational institution	1 per 1,000 sf GFA
	Civic, social, philanthropic, or fraternal organizations	3 per 1,000 sf GFA
	Labor or political organizations	3 per 1,000 sf GFA
	Business or professional organizations	3 per 1,000 sf GFA
	Religious Assembly and Institutions	1 per 4 seats. If no fixed seating, then based on 25% maximum capacity of the assembly areas, as determined by adopted Building/Fire Code.
Parks and Recreation Facilities	Community Garden	1 per 5,000 sf of lot area
	Farmers' Market	Schedule C
	Park or playground	Schedule C. Playfields (soccer, baseball, etc.) shall have minimum of 20 spaces per field.
	Nature preserve	Schedule C
	Recreation Center	3 per 1,000 sf GFA
Health and Human	Clinics and labs	3 per 1,000 sf GFA
	Nursing and other rehabilitative	1 per 2 beds plus 1 per 100 sf of common area

TABLE 7.2-3a: Off-Street Parking Schedule A		
USE CATEGORY	**USE TYPE**	**PARKING REQUIREMENT** sf = Square feet GFA = Gross Floor Area
Services	Hospital	1 per 4 beds based on 80% of maximum capacity, plus 3 per 1,000 sf GFA of office area, plus parking as required for accessory uses
	Social assistance and welfare services	3 per 1,000 sf GFA
	Funeral homes and services (with or without cremation services)	3 per 1,000 sf GFA
	Cemetery	Schedule C
Public and Other Government Functions	Legislative and executive functions	3 per 1,000 sf GFA
	Courts (local, state, and federal)	3 per 1,000 sf GFA
	Correctional institutions	Schedule C
	Public safety facility	3 per 1,000 sf GFA
	Other government functions	3 per 1,000 sf GFA
Educational Service Establishments (public and private)	Child day care	3 per 1,000 sf GFA
	Nursery and pre-school	3 per 1,000 sf GFA
	Elementary and Middle Schools	2 per classroom
	Senior and High Schools	6 per classroom and 1 per 300 sf of administrative office space
	Colleges and Universities	Schedule C
	Technical, trade, and specialty schools	3 per 1,000 sf GFA
COMMERCIAL USES		
Agriculture	All	None
Animal Production and Ranching	All	None
Animal-related Services	Veterinary clinic	2 per 1,000 sf GFA
	Kennels, commercial	1 per 1,000 sf GFA
	Stables, commercial	1 per 5 stalls
	Pet and animal-related sales and services (including grooming and care)	3 per 1,000 sf GFA
Auto Sales, Equipment, and Repair	Motor vehicle sales, new	2 per 1,000 sf GFA of sales floor area
	Motor vehicle sales, used	2 per 1,000 sf GFA of sales floor area
	Large vehicle sales and service	1 per 1,000 sf GFA of sales floor area
	Specialty vehicle sales, new	2 per 1,000 sf GFA of sales floor area
	Specialty vehicle sales, used	2 per 1,000 sf GFA of sales floor area
	Auto repair and service, minor	2 per 1,000 sf GFA of sales floor area
	Auto repair and service, major	2 per 1,000 sf GFA of sales floor area
	Car and truck wash	2 spaces plus any stacking spaces required. See Section 7.2.6
	Auto-related parts and accessory sales	2.5 per 1,000 sf GFA
	Gasoline sales pumps	Stacking spaces required. See Section 7.2.6.
	Truck stop	See Section 5.2.4(21)
Retail Sales	Furniture and home furnishings	≤ 20,000 sf: 3 per 1,000 sf GFA Over 20,000: 1 per 1,000 sf GFA
	Building materials, Home and Garden Centers	≤ 20,000 sf: 3 per 1,000 sf GFA Over 20,000: 1 per 1,000 sf GFA

TABLE 7.2-3a: Off-Street Parking Schedule A		
USE CATEGORY	**USE TYPE**	**PARKING REQUIREMENT** sf = Square feet GFA = Gross Floor Area
	Swimming pool, spa, and accessory sales and service	2 per 1,000 sf GFA
	All other retail uses (other than those specifically listed here)	3 per 1,000sf GFA
	Any retail sales use with gasoline sale pumps	Stacking spaces required. See Section 7.2.6.
	Any retail sales use with drive-thru facilities	Stacking spaces required. See Section 7.2.6.
Financial Services	All uses	2.5 per 1,000 sf GFA
Rental and Leasing	Car rental	2.5 per 1,000 sf GFA
	RV, trailers, and truck rental	2 per 1,000 sf GFA
	Recreational and consumer goods rental	2 per 1,000 sf GFA
	Commercial and industrial machinery leasing and rental	1 per 1,000 sf GFA
	Video, music, or software rental	3 per 1,000 sf GFA
Food and Beverage Services	Bar or drinking establishment	8 per 1,000 sf GFA including outside dining/drinking areas.
	Full-service restaurant	8 per 1,000 sf GFA, including outside dining/drinking areas.
	Café or self-service restaurant	8 per 1,000 sf GFA, including outside dining/drinking areas.
	Restaurant with take-out or delivery only	3 per 1,000 sf GFA
	Snack, coffee, juice, ice cream, or specialty food sales	8 per 1,000 sf GFA, including outside dining/drinking areas.
	Catering service	3 per 1,000 sf GFA
	Any food and beverage establishment with drive-thru facility	6 per 1,000 sf GFA, including outside dining/drinking areas plus any stacking spaces required. see Section 7.2.6
	Any food and beverage establishment with outdoor or sidewalk service	Same as full-service restaurant
Lodging Facilities	Bed and breakfast establishment	1 per guest room, in addition to those required for principal residence
	Limited Service Hotels/Motels (including extended stay hotels)	1 per guest room or residence unit up to 100 units, then 0.75 per unit over 100. 50% of spaces may be counted to satisfy parking requirements of accessory uses
	Full-service hotels	1 per guest room or residence unit up to 100 units, then 0.75 per unit over 100. 50% of spaces may be counted to satisfy parking requirements of accessory uses
Business, Professional, and Technical Services	All office uses other than specified in this section	3 per 1,000 sf GFA
	Medical and Dental Offices	4 per 1,000 sf of GFA
	Call/customer service center	1 per 150 sf of GFA
Personal Services	General personal services (other than listed)	3 per 1,000 sf GFA
	Bail bond service	3 per 1,000 sf GFA
	Massage therapy clinic	3 per 1,000 sf GFA
	Tattoo parlor or piercing studio	3 per 1,000 sf GFA
Recreation and	Banquet or meeting facility	8 per 1,000 sf GFA

TABLE 7.2-3a: Off-Street Parking Schedule A		
USE CATEGORY	**USE TYPE**	**PARKING REQUIREMENT** sf = Square feet GFA = Gross Floor Area
Entertainment (Indoor)	Fitness club, gym, or sports club	8 per 1,000 sf GFA
	Games arcade	8 per 1,000 sf GFA
	Skating rink (ice, roller skating, etc.)	Schedule C
	Bowling, billiards, pool, bingo, etc.	8 per 1,000 sf GFA
	Indoor amusement establishment	Schedule C
	Shooting club	2 per target area
	Theater (movie, music, drama, or dance)	1 per 4 seats
	Recreation, indoor (other than listed)	Schedule C
Recreation and Entertainment, Outdoor	Outdoor Amusement Establishment (other than those listed)	Schedule C
	Marina or yachting club	Schedule C
	Golf course	4 per green
	Country club	4 per 1,000 sf GFA
	Gun club, skeet, or target range (outdoor)	2 per target area
	Miniature golf establishment	2 per hole
Sexually Oriented Business	All uses	8 per 1,000 sf GFA
INDUSTRIAL USES		
Manufacturing and Wholesale Trade	Food and beverage processing	Schedule B
	Microbrewery, micro distillery, winery	Schedule B
	Paper and printing materials	Schedule B
	Furniture and related products	Schedule B
	Appliances, electrical equipment, electronics, and components	Schedule B
	Transportation equipment and automobiles	Schedule B
	Miscellaneous manufacturing (jewelry, toys, games, office supplies, custom crafts, etc.)	2 per 1,000 sf GFA
	Chemicals, and metals, machinery, and heavy manufacturing	Schedule B
Wholesale Trade	All uses	Schedule B
Warehouse and Storage	Cold Storage Plant	Schedule B
	Distribution center or warehouse	Schedule B
	Self-storage or mini storage	1 per 20 storage units, plus 2.5 per 1,000 sf GFA of office area
Construction-related businesses	All uses	Schedule B

TABLE 7.2-3a: Off-Street Parking Schedule A		
USE CATEGORY	**USE TYPE**	**PARKING REQUIREMENT** sf = Square feet GFA = Gross Floor Area
Transportation-related Uses	Air transportation related uses	2.0 per 1,000 sf GFA of passenger terminal area
	Rail transportation related uses	Schedule C
	Local transit related uses (vans, buses, commuter rail, light rail, etc.)	Schedule C
	Intercity bus and charter service uses	Schedule C
	Taxi and limousine service	Schedule C
	Courier, messenger, and postal services	Schedule C
	Truck and freight transportation services	Schedule B
	Drone Delivery Hub or Station (Small)	1 per 300 sf of the designated drone staging area for commercial drone delivery hubs with no buildings. None if use is considered accessory.
	Drone Delivery Hub or Station (Large)	1 per 300 sf of the designated drone staging area for commercial drone delivery hubs with no buildings
Utilities and Utility Services	Utility lines, towers or metering/pumping station	Schedule C
	Sewer, solid waste, recycling, and related services	Schedule C
	Natural gas, petroleum, fuel related services	Schedule C
	Electric utility services (includes generating plants and substations)	Schedule C
	Telecommunications equipment and facilities (building mounted)	None
	Telecommunications towers	1 space
	All other utility related uses (other than listed)	Schedule C

(2) OFF-STREET PARKING SCHEDULE B: Uses that reference Schedule B in Table 7.2-3a, Off-Street Parking Schedule A, shall provide the minimum number of spaces identified in the table below.

A facility or area for the outdoor storage of building materials, tools, heavy machinery, dump trucks, or commercial and heavy equipment used in relation to construction uses and related businesses.

2. Specialty Trade Contractors
   Establishments in this category specialize in construction activities, such as plumbing, painting, and electrical work. Special trade contractors usually work at the job site, although they may have shops for storage, prefabrication and other work. Specialty trade contractors include carpentry, floor, tile, roof, concrete, electrical, glass, glazing, masonry, drywall, painting, plumbing, HVAC, and similar activities.
3. Asphalt or Concrete Batch Plants
   A facility or area, which is not temporary in nature, for mixing concrete or asphalt.
4. Excavation Related Services
   These establishments provide a range of excavation related services needed for development and building construction. Activities performed include shaft drilling, foundation digging, foundation drilling, and grading.
5. Wrecking and Demolition Establishment (including junk or salvage yard)
   These establishments provide wrecking and demolition of buildings and structures; this includes underground tank removal and the dismantling of non-hazardous steel oil tanks. This category also includes establishments that provide wrecking or disassembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn out, wrecked, or abandoned automobiles, trucks, tractors, stoves, refrigerators, or machinery of any kind or of any of the parts thereof, or for the maintenance or operation of such place for the accumulation of rubbish of any description such as old iron, glass, paper or other waste that may be used again in some form. Some of these establishments may sell materials derived from demolishing operations.

E. TRANSPORTATION RELATED USES

Physical facilities involved in the movement of people or goods, which may include highways, flight-related facilities, rail transit lines, and other similar facilities.

1. Air transportation related uses
   A facility or area for the landing and taking off of fixed or rotary wing aircraft. This uses shall include any airport terminal, air traffic control towers, aircraft hangars, and other related facilities. It shall also include heliports for the landing and takeoff of helicopters.
2. Rail transportation related uses
   A facility or area for the maintenance, repair, or storage of bus, rail (including freight), or other transit vehicles.
3. Other local, regional, intercity transportation uses (public and commercial)
   This category shall include all other transportation related activities and storage, including but not limited to: school bus transportation, rural and special needs transit operations, local transit, inter-city bus, charter bus, and similar establishments.
4. Taxi and Limousine Service
   These establishments provide passenger transportation by automobile or van, not

over regular routes or regular schedules. Taxicab owner/operators, taxicab fleet operators, and taxicab organizations are included. Also included are limousine and luxury sedan establishments, which may provide an array of specialty and luxury passenger transportation services.

5. Courier, Messenger, and Postal Service
   Establishments in this category include courier and messenger services that provide air, surface, or combined courier delivery services of parcels and messages within or between metropolitan areas or urban centers. These establishments may form a network including local, and point-to point pick-up and delivery. This category also includes USPS establishments that perform one or more postal services, such as sorting, routing, and delivery on a contract basis. This category shall not include customer service and retail operations of such courier, messenger, or postal service. These shall be considered under the Business, Professional, and Technical Services category or Public or Governmental Functions (USPS).
6. Truck and Freight Transportation Services
   Establishments in the truck and freight transportation category provide over the-road transportation of cargo using motor vehicles, such as trucks and tractor trailers. This category includes general freight trucking and specialized freight trucking. General freight transportation establishments handle a wide variety of commodities, generally palletized, and transported in a container or van trailer. Specialized freight transportation requires specialized equipment due to the size, weight, shape, or other inherent characteristics of the cargo. These establishments may be located in conjunction with Warehouse and Storage establishments.

7. Drone Delivery Hub or Station (Small)
An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by small, unmanned aircraft systems (sUAS) under 55 pounds total take-off weight or as defined in Section 44801 of Title 49, United States Code, as amended, whichever is the lesser, to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.

8. Drone Delivery Hub or Station (Large)
An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft 55 pounds total take-off weight or greater, to distribute commercial goods by air, and may include those defined under Drone Delivery Hub or Station (Small). This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities. Large drone delivery hubs typically operate regionally and are associated with distribution warehouses or major fulfillment centers.

9. Drone Staging Area
A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiates take-off. The drone staging area includes both the launch pads and any required safety areas, and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.

F. UTILITIES AND UTILITY SERVICES

The use of land for lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and facilities for the generation of electricity.

City Commission – Regular Session

Public Hearing –

- **F._.** - Conduct a public hearing to discuss and consider approving amendments to the Ennis Unified Development Ordinance to define and regulate Drone Delivery Hubs or Stations by amending: 1) Article V "Use Standards," Section 5.1.5 "Table of Allowed Uses," to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; Section 5.2 "Additional Use Standards," Subsection 5.2.5 "Industrial Uses," to add "(7) Drone Delivery Hubs or Stations"; Section 5.3 "Accessory Uses and Structures," Subsection 5.3.4 "Table of Accessory Uses and Structures" to add "Drone Delivery Hub or Station (Small)"; 2) Article VII "Site Design and Development Standards," Section 7.2 Off Street Parking, Subsection 7.2.3 "Off Street Parking Standards," Table 7.2-3a: "Off-street Parking Schedule A" to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; and 3) Article XI "Definitions," Section 11.4.4 "Industrial Uses," E. "Transportation Related Uses" to add "(7) Drone Delivery Hub or Station (Small)", "(8) Drone Delivery Hub or Station (Large)", "(9) Drone Staging Area"

UDO Amendments

Regulation of Drones

Cities Cannot Regulate:

- Flight Paths
- Flight Altitude
- Number of Flights
- Contents Carried
- Drone Noise
- Hours of Operation
- Safety Requirements

Cities Can Regulate:

- Land Use
- On ground Site Elements

UDO Amendments

Proposed Definitions

Drone Delivery Hub or Station (Small)
An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by small, unmanned aircraft systems (sUAS) under 55 pounds total take-off weight or as defined in Section 44801 of Title 49, United States Code, as amended, whichever is the lesser, to distribute commercial goods by air. This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.

Drone Delivery Hub or Station (Large)
An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft 55 pounds total take-off weight or greater, to distribute commercial goods by air, and may include those defined under Drone Delivery Hub or Station (Small). This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities. Large drone delivery hubs typically operate regionally and are associated with distribution warehouses or major fulfillment centers.

Drone Staging Area
A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiates take-off. The drone staging area includes both the launch pads and any required safety areas and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.

Article XI - Definitions, Sec. 11.4.4 Industrial Uses, E. Transportation Related Uses

UDO Amendments

PROPOSED AMENDMENT

ADOPTED April 2018

Table 5.1-1: Allowed Uses

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Category	Use Type	Residential Districts										Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																			RMU			KC		
		A	RE	R-1O	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
	Courier, messenger, and postal services														■	■									
	Truck and freight transportation services															■									
	Drone Delivery Hub or Station (Small)													■	■	■	■								Sec. 5.2.5 (7)
	Drone Delivery Hub or Station (Large)															☐	☐								Sec. 5.2.5 (7)
Utilities and Utility Services	Utility lines, towers or metering/pumping station	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
	Sewer, solid waste, recycling, and related services																■								
	Natural gas, petroleum, fuel related services															■	■								
	Electric utility services (includes generating plants and substations)															■	■								

City of Ennis – Unified Development Ordinance Article V Page | 5-23

UDO Amendments

PROPOSED AMENDMENT

ADOPTED April 2018

5.3.4 Table of Accessory Uses and Structures

Table 5.3-1: Accessory Uses and Structures

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Type	Residential Districts										Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																		RMU			KC		
	A	RE	R-10	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
Accessory Building (not listed below)	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	Sec. 5.3.6 (1)
Accessory Use (not listed below)	■	■	■	■	■	■	■	■	■	■	■	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	Sec. 5.3.6 (1)
Care taker's quarters	■*											■*	■*	■*	■*	■*	■*	■*						Sec. 5.3.6 (2)
Carport	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*												■*	Sec. 5.3.6 (3)
Community Center /Club house (private)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐								☐	☐	☐	☐	☐	
Accessory dwelling unit (garage)	■*	■*	■*	■*	■*	■*																		Sec. 5.3.6 (4)
Accessory dwelling unit (Primary structure)	■*	■*	■*	■*	■*	■*															■*			Sec. 5.3.6 (5)
Residential Garage (detached)	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*									■*	■*		■*	Sec. 5.3.6 (6)
Surface parking	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Storage shed (residential)	■	■	■	■	■	■	■	■	■	■	■									■	■		■	
Swimming pool (private)	■	■	■	■	■	■	■	■	■	■	■		■	■				■		■	■		■	
Home-occupation	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*									■*	■*		■*	Sec. 5.3.6 (7)
Electric vehicle charging station												■	■	■	■	■	■	■	■	■		■	■	
Outdoor storage												■*		■*	■*	■*			■*	■*		■*	■*	Sec. 5.3.6 (8)
Outside display and sales												■*		■*					■*	■*		■*	■*	Sec. 5.3.6 (9)
Recycling collection center															■	■	■							
Sidewalk café												■*	■*	■*					■*	■*		■*	■*	Sec. 5.3.6 (10)
Drone Delivery Hub or Station (Small)													■*	■*	■*	■*								Sec. 5.2.5 (7)

City of Ennis – Unified Development Ordinance Article V Page | 5-39

UDO Amendments

Proposed Additional Use Standards

(a) Drone delivery hubs or stations are not permitted in the Downtown Core, Downtown subdistricts, Kaufman Corridor Core, and Kaufman Corridor Transition districts.

(b) Platted Lots: Drone delivery hubs or stations, including docking towers, staging areas and related equipment shall be located on a platted lot.

(c) Buffer:

i. The drone staging area for a commercial drone delivery hub (small) shall not be located within 300 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, school or hospital is located.

ii. The drone staging area for a commercial drone delivery hub (large) shall not be located within 500 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, school or hospital is located. The 500 feet buffer requirement may be reduced to 250 feet if City Commission finds in the issuance of the Specific Use Permit (SUP) that a reduced distance would not be detrimental or injurious to the public health, safety, or general welfare of the neighborhood, group living facility, public park, or hospital.

iii. The measurement of the required buffer is to be made in a straight, horizontal line from the edge of the drone staging area to the closest property line of a property zoned for residential use or containing a dwelling, group living facility, public park, school or hospital.

UDO Amendments

Proposed Additional Use Standards

(d) Drone staging areas must be shown on an approved site plan and are subject to the site plan submittal and review procedures in Sections 3.3.5 and 3.3.6.

(e) Drone staging areas as part of an accessory drone delivery use shall be limited to: 1) Drone Delivery Hub or Station (Small); and 2) 1,000 square feet or 10% of the lot area, whichever is greater.

(f) Drone delivery hubs or stations shall not be located on roofs.

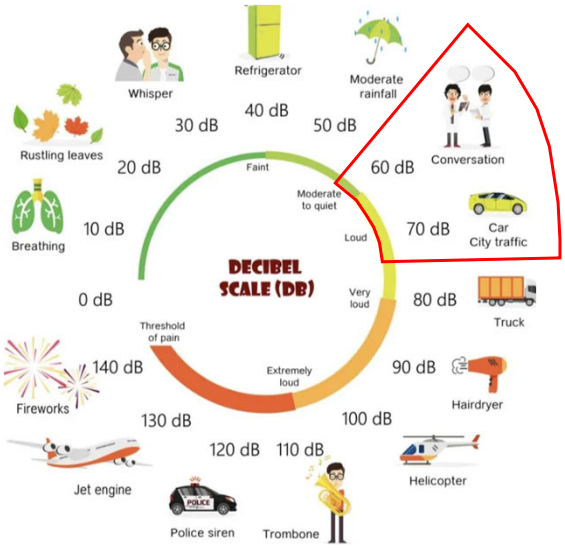
(g) Location: Drone staging areas shall not be placed within any building setback, required landscape buffer, fire lane, easement, maneuvering aisle, required loading zone, required parking space, or any location that obstructs visibility or interferes with pedestrian or vehicle circulation.

(h) Height: Docking towers and all other appurtenances associated with the commercial drone delivery hub shall be subject to the maximum height requirements of the zoning district.

(i) Screening Requirements: Drone staging areas shall be screened by a wrought iron fence with masonry columns expressed at intervals no greater than fifty (50) feet on center and with evergreen hedge, or a masonry wall, each not less than six feet in height. The exterior of equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscaping and other surroundings. The launch equipment and landing or docking equipment within the drone staging area are exempt from this screening requirement.

Article V – Use Standards, Sec. 5.2 Additional Use Standards, Sec. 5.2.5 Industrial Uses, Add (7)

UDO Amendments



Sec. 13-158. - Restrictions on decibel levels.

(a) *Maximum sound levels.* During the times and on the property set out below, the activities that create a sound pressure level on the complainant's bounding real property line that exceeds the maximum allowable sound level (dBA) below are declared to be public nuisances:

(1) *Residential property.*

Maximum dBA	Days	Distance
60	Sunday — Saturday	Curb or property line

(2) *Multifamily property.*

Maximum dBA	Days	Distance
50	Sunday — Saturday	Front door to unit

(3) *Commercial property.*

Maximum dBA	Days	Distance
70	Sunday — Saturday	Curb or property line

(4) *Industrial property.*

Maximum dBA	Days	Distance
75	Sunday — Saturday	Curb or property line

(5) *Entertainment property.*

Maximum dBA	Days	Distance
65	Sunday — Thursday	Curb or property line
75	Friday and Saturday	Curb or property line

(b) *Method of noise measurement.* Noise measurements shall be a minimum of thirty (30) seconds in duration. Decibel levels are measured from the complainant's property line. For residential property adjacent to other types of property, the residential decibel levels apply when measured from a residential complainant's property line. Violations will be determined based on the highest registered reading in that measurement period. All measurement levels will be inclusive of any ambient noise that exists at the time of the measurement.

(Ord. No. 23-0718-H3, § 2, 7-18-23)

UDO Amendments

TABLE 7.2-3a: Off-Street Parking Schedule A

USE CATEGORY	USE TYPE	PARKING REQUIREMENT sf = Square feet GFA = Gross Floor Area
Transportation-related Uses	Air transportation related uses	2.0 per 1,000 sf GFA of passenger terminal area
	Rail transportation related uses	Schedule C
	Local transit related uses (vans, buses, commuter rail, light rail, etc.)	Schedule C
	Intercity bus and charter service uses	Schedule C
	Taxi and limousine service	Schedule C
	Courier, messenger, and postal services	Schedule C
	Truck and freight transportation services	Schedule B
	Drone Delivery Hub or Station (Small)	1 per 300 sf of the designated drone staging area for commercial drone delivery hubs with no buildings. None if use is considered accessory.
	Drone Delivery Hub or Station (Large)	1 per 300 sf of the designated drone staging area for commercial drone delivery hubs with no buildings
Utilities and Utility Services	Utility lines, towers or metering/pumping station	Schedule C
	Sewer, solid waste, recycling, and related services	Schedule C
	Natural gas, petroleum, fuel related services	Schedule C
	Electric utility services (includes generating plants and substations)	Schedule C
	Telecommunications equipment and facilities (building mounted)	None
	Telecommunications towers	1 space
	All other utility related uses (other than listed)	Schedule C

UDO Amendments

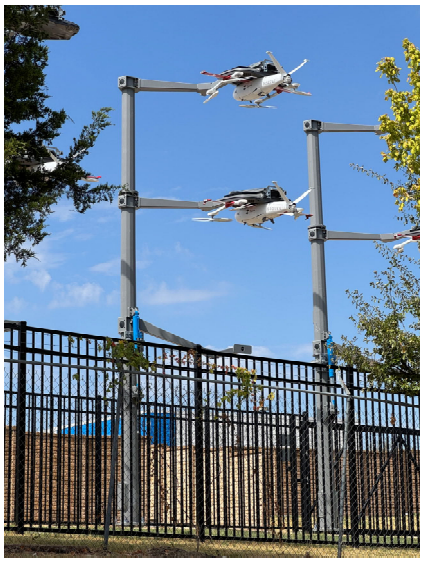
Existing Drone Delivery Hub – Zipline at Walmart

- Permitted as an **accessory use** in 2025
- Building permit submittal process included site plan, civil drawings, landscape plan and foundation plan reviews (BP-24-363)

UDO Amendments

Existing Drone Delivery Hub – Zipline at Walmart

View from Quality Inn



UDO Amendments

Zipline at Walmart – Buffer to Residential District

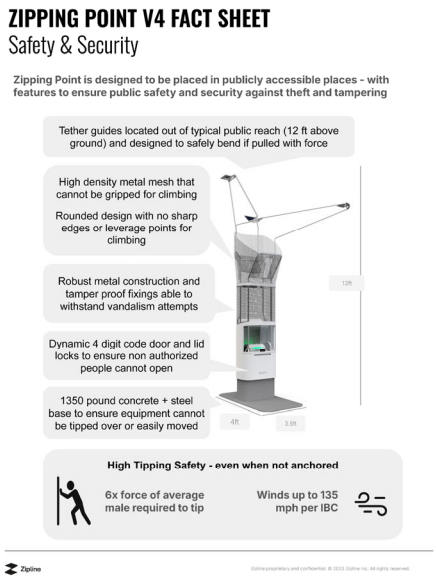
280’ Distance to be grandfathered. Development occurred prior to incorporation of drone delivery hubs into the UDO.

UDO Amendments

Accessory Use Examples

Submitted to City staff from Zipline January 2026

UDO Amendments



City Commission – Regular Session

Public Hearing –

- **F._.** - Conduct a public hearing to discuss and consider approving amendments to the Ennis Unified Development Ordinance to define and regulate Drone Delivery Hubs or Stations by amending: 1) Article V "Use Standards," Section 5.1.5 "Table of Allowed Uses," to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; Section 5.2 "Additional Use Standards," Subsection 5.2.5 "Industrial Uses," to add "(7) Drone Delivery Hubs or Stations"; Section 5.3 "Accessory Uses and Structures," Subsection 5.3.4 "Table of Accessory Uses and Structures" to add "Drone Delivery Hub or Station (Small)"; 2) Article VII "Site Design and Development Standards," Section 7.2 Off Street Parking, Subsection 7.2.3 "Off Street Parking Standards," Table 7.2-3a: "Off-street Parking Schedule A" to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)"; and 3) Article XI "Definitions," Section 11.4.4 "Industrial Uses," E. "Transportation Related Uses" to add "(7) Drone Delivery Hub or Station (Small)", "(8) Drone Delivery Hub or Station (Large)", "(9) Drone Staging Area"

Open the Public Hearing
Public Comment
Close the Public Hearing

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Discuss and consider an Ordinance amending the Zoning and Zoning Map of the City of Ennis, Texas from Agricultural (A) and Single-Family Residential District – 10 (R-10) to Planned Development (PD) for an approximately 124.289-acre tract of land situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, City of Ennis, Ellis County, Texas. Located at 2200 Country Club Road. Ellis CAD ID 183729. This request includes a concept plan containing approximately 86 single-family residential lots and 1.27 acres of common area open space. Tranquility Subdivision.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Planning & Development

Staff Contact: Erica Stubbs, Senior Planner

BACKGROUND INFORMATION:

The 124.289-acre property is located at 2200 Country Club Road, immediately adjacent to the northernmost portion of Lake Clark. The property is situated between fully developed residential neighborhoods to the north, south and east. The western boundary abuts the floodplain.

The property is currently split zoned Agricultural (A) and Single-Family Residential-10 (R-10). The applicant requests a zoning change to Planned Development (PD) for the development of a residential rural estate style subdivision named "Tranquility Subdivision".

The concept plan for the Tranquility Subdivision consists of 87 single-family residential lots, 1 common area lot and 2 linear lots reserved for entry features, monuments and signage. The average single-family lot size in the subdivision is 1.27 acres. Minimum single-family lot size is 1 acre and maximum single-family lot size is 3.23 acres. Gross density of the proposed Tranquility Subdivision is .7 dwelling units per acre. Net density is .79 dwelling units per acre. The proposed minimum home size in the Tranquility Subdivision is 2,400 square feet with prices anticipated in the range of $650,000 - $800,000 and possibly higher based upon similar developments in Ellis County. Estimated home prices are not inclusive of the property.

Planned Development (PD) zoning has been requested to allow for the development of a subdivision that falls below the City adopted standards contained in the Unified Development Ordinance, Infrastructure Design Standards, and Municipal Code of Ordinances. These variances from the standards specified by the UDO include:

- No curb and gutter for all streets
- Open drainage ditches
- Reduced walkability

- No connection to City sewer
- Exceeding the amount of lots allowed to be served by a single cul-de-sac
- Size and number of accessory structures

No amenities are proposed for this subdivision.

Wastewater is proposed to be served through individual, lot-level aerobic on-site sewage facilities (OSSF) in lieu of connecting to the City's wastewater system. This will require the applicant to file a separate appeal to City Commission for consideration to install OSSF on the residential lots due to the property's proximity to an organized sewage system. (ref. Ennis Code of Ordinances Sec. 18-407). Rezoning the property does not grant the applicant the ability to install OSSF.

Notification letters were sent to the eighty (80) surrounding property owners within 200 feet. One (1) approval and twenty-six (26) protests were returned. This rezoning request seeks to create additional residential development than the existing zoning and therefore requires protests from at least 60 % of the area of lots or land immediately adjoining the area covered by the zoning change and extending 200-feet from that area in order to require a favorable vote of a majority of all members of City Commission. The total area of land of those against the zoning change reaches 29.03 % and does not require a favorable vote of a majority of all City Commission members in order to be approved.

This item was tabled at the June 8, 2026, Planning and Zoning Commission meeting.

On June 11, 2026, the applicant held an informational meeting for surrounding property owners at the Ennis Public Library. As a result of this meeting, the applicant submitted a revised set of development standards and a concept plan for Planning and Zoning Commission's consideration.

On July 13, 2026, the Planning and Zoning Commission conducted a public hearing to consider the applicant’s request. The Commission voted unanimously in favor (5-0) of the zoning change with conditions that the home sizes be a minimum of 2,400 square feet and the HOA bylaws be submitted to City Commission.

A Traffic Impact Analysis was submitted on August 10, 2026.

On August 18, 2026, the Ennis City Commission conducted a public hearing to consider the applicant's request. The City Commission voted to continue the public hearing to October 20, 2026, to allow the applicant additional time to clarify sidewalk placement and width, collector street construction standards, and overall development standards. Following the August 18, 2026, City Commission meeting, the applicant submitted updates to the development standards.

These updates/ changes include the following:

- Sidewalk plan submitted. Plan indicates location of sidewalks and provides section details for sidewalks.
- Photographic sidewalk placement example submitted.
- Development Standards, Sec. 6.2, Cul-de-Sac Radius increased from 50-foot minimum to 55-foot minimum.
- Development Standards, Sec. 6.2, Cul-de-Sac Length decreased from 1,400 feet maximum from the nearest intersection to 1,140 feet maximum from the nearest intersection.
- Development Standards, added Sec. 6.7, Street Requirements, prohibiting street parking and maintaining emergency access connections at Phillips Drive, Sundale Street, Sunset Drive, and Bluebonnet Hills Drive.

RECOMMENDATION:

Staff does not recommend approval of this item based upon the following:

- The concept plan does not meet the fire code requirements for number of lots served by a cul-de-sac. This is a safety concern.
- The concept plan does not meet the Review and Approval Criteria as specified by UDO Section 3.3.4 (8) (c). Specifically, items i., iv., and viii.

Planning and Zoning Commission recommends approval.

ATTACHMENTS:

ORDINANCE NO.-Ordinance Approving Tranquility PD Zoning - Pdf
ORDINANCE NO.-Ordinance Denying Tranquility PD Zoning - Pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 124.289 TRACT OF LAND FROM AGRICULTURAL (A) DISTRICT AND SINGLE-FAMILY RESIDENTIAL-10 (R-10) DISTRICT TO PLANNED DEVELOPMENT (PD-ZAXA-26-6) DISTRICT (PD) FOR SINGLE FAMILY RESIDENTIAL USES, SITUATED IN THE WILLIAM GARRETT SURVEY, ABSTRACT NO. 382, JOHN HOLT SURVEY, ABSTRACT NO. 452, JOHN F. REAGOR SURVEY, ABSTRACT NO. 931 AND B.F. REAGOR SURVEY, ABSTRACT NO. 943 IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, ELLIS CAD ID 183729; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING FOR AN AMENDMENT AND DEVELOPMENT STANDARDS AND CONCEPT PLAN; PROVIDING A ZONING MAP AMENDMENT; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chad Adams ("Applicant"), acting as authorized representative for the landowner, Land of Tranquility, LLC, has requested to change the zoning classification from Agricultural (A) District and Single-Family Residential-10 (R-10) District to Planned Development (PD-ZAXA-26-6) District for single family residential uses (PD) on an approximate 124.289 acre tract of land, situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, in the City of Ennis, Ellis County, Texas, Ellis CAD ID 183729, and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Development Standards and Concept Plan, as set forth in Exhibit B, attached hereto and incorporated herein, define the regulations for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant

information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Commission to approve the change in zoning district classification on the Property and to amend the Official Zoning Map of the City (the "Zoning Map") to reflect the PD for single family residential uses zoning classification; and

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

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

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

SECTION 2. Amendment. The Unified Development Ordinance of the City of Ennis is hereby amended to change the zoning classification on the Property from Agricultural (A) District and Single-Family Residential-10 (R-10) District to Planned Development (PD-ZAXA-26-6) District for single family residential uses (PD), subject to the Development Standards and Concept Plan in Exhibit B. Additionally, the Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but limited to building codes, fire codes and all accessibility standards as required by law.

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

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

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

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

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

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

AL DESCRIPTION:

BEING all that parcel of land located in the City of Ennis, Ellis County, Texas and being a part of the William Garrett Survey, Abstract Number 382, a part of the John Holt Survey, Abstract Number 452, a part of the John F Reagor Survey, Abstract Number 931 and a part of the BF Reagor Survey, Abstract Number 943, and being a part of that called 125.40 acre tract of land described deed to Pallen Family Limited Partnership recorded in Volume 2615, Page 1 Deed Records Ellis County, Texas and being further described as follows:

MMENCING at a one inch iron pipe found at the southerly west corner of said 125.40 acre tract of land, said point being at the south corner of that called 0.7295 acre tract of land described in deed to Michael B. French and wife, Shelli L. French recorded in Volume 2308, Page 1016, Deed Records Ellis County, Texas, said point being at the southerly west corner of that called 0.6002 acre tract of land described in deed to Michael French and Shelli French recorded in Volume 2767, Page 1018, Deed Records Ellis County, Texas and said point being in the northeasterly right-of-way line of Country Club Road (Farm-to-Market Highway No. 1722, an 80' right-of-way);

THENCE South 70 degrees 19 minutes 27 seconds East, 10.61 feet along the northeasterly right of way line of Country Club Road to a one-half inch iron rod with cap stamped "3B" set at the south corner of said 0.6002 acre tract of land and being the POINT OF BEGINNING of this tract of land;

THENCE North 18 degrees 20 minutes 49 seconds East, 299.30 feet to a one-half inch iron rod with cap stamped "3B" set at the east corner of said 0.6002 acre tract of land;

THENCE North 77 degrees 28 minutes 43 seconds West, 206.52 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 0.6002 acre tract of land, said point being in the southwesterly line of said 125.40 acre tract of land and said point being in the easterly line of Lake Clark;

THENCE along the southwesterly line of said 125.40 acre tract of land and along the easterly line of Lake Clark as follows:

North 71 degrees 07 minutes 33 seconds West, 120.71 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 11 degrees 23 minutes 33 seconds West, 203.98 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 59 degrees 29 minutes 08 seconds East, 280.22 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 30 degrees 30 minutes 52 seconds West, 1,095.82 feet to a two and one-half inch iron pipe found at the west corner of said 125.40 acre tract of land and being at the southerly east corner of that called Tract Two, a 21.405 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1815, Page 1654, Deed Records Ellis County, Texas;

THENCE North 06 degrees 23 minutes 54 seconds East, 976.32 feet along the northwesterly line of said 125.40 acre tract of land to a one-half inch iron rod with cap stamped "3B" set in the southeasterly line of that called Tract I, a 63.1580 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1505, Page 187, Deed Records Ellis County, Texas;

THENCE South 80 degrees 51 minutes 37 seconds East, 482.56 feet to a concrete monument found at the south corner of Lot 3, Block 14, Casa Linda Addition, Section 13, Phase 1, an addition to the City of Ennis, Texas recorded in Cabinet D, Slide 305, Plat Records Ellis County, Texas;

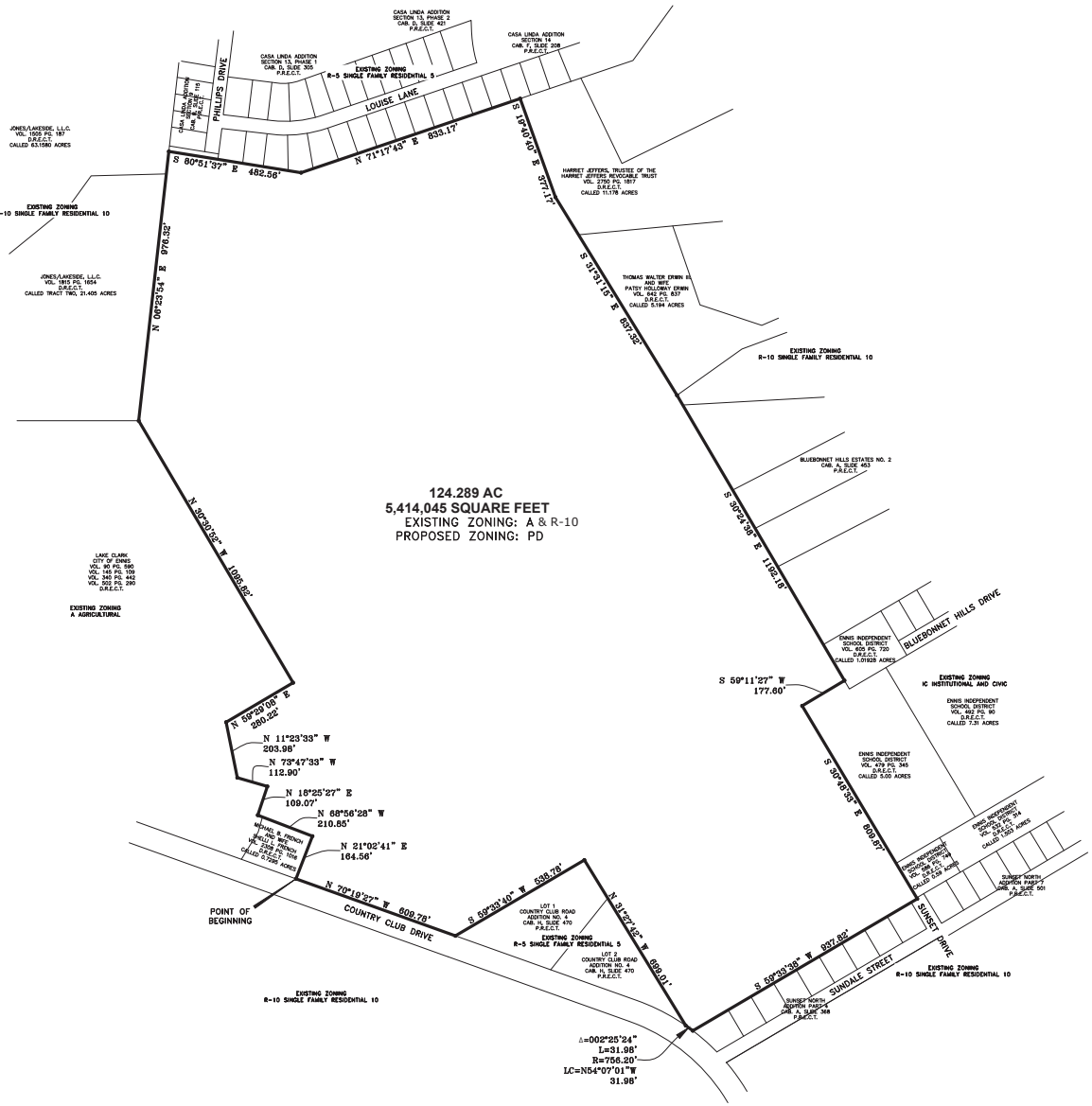
THENCE North 71 degrees 17 minutes 43 seconds East, 833.17 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 125.40 acre tract of land, said point being in the southeast line of Lot 14, Block 14, Casa Linda Addition, Section 14, an addition to the City of Ennis, Texas recorded in Cabinet F, Slide 208, Plat Records Ellis County, Texas and said point being at the west corner of that called 11.178 acre tract of land described in deed to Harriet Jeffers, Trustee of the Harriet Jeffers Revocable Trust recorded in Volume 2750, Page 1817, Deed Records Ellis County, Texas;

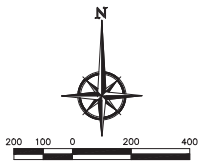
THENCE along the northeasterly line of said 125.40 acre tract of land as follows:

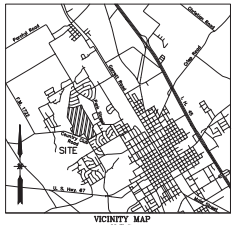
South 19 degrees 40 minutes 40 seconds East, 377.17 feet to a five-eighths inch iron rod found in the southwesterly line of said 11.178 acre tract of land;

South 31 degrees 31 minutes 15 seconds East, 837.32 feet to a one inch iron pipe found at the south corner of that called 5.194 acre tract of land described in deed to Thomas Walter Erwin, III recorded in Volume 642, Page 837, Deed Records Ellis County, Texas and said point being at the west corner of Lot 8, Block A, Bluebonnet Hills Estates No. 2, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 453, Plat Records Ellis County, Texas;

North 70 degrees 19 minutes 27 seconds West, 599.16 feet along the northeast right-of-way line of Country Club Road to the POINT OF BEGINNING and containing 5,414,045 square feet or 124.289 acres of land.







VICINITY MAP
N.T.S.

Note:

This document was prepared under 22 TAC §663.21, it does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

OWNER
LAND OF TRANQUILITY LLC.
2103 S. KAUFMAN STREET
ENNIS, TEXAS 75119

ZONING EXHIBIT

TRANQUILITY

SITUATED IN THE
WILLIAM GARRETT SURVEY, ABST. NO. 382
JOHN HOLT SURVEY, ABST. NO. 452
JOHN F. REAGOR SURVEY, ABST. NO. 931
BF REAGOR SURVEY, ABST. NO. 943
CITY OF ENNIS, ELLIS COUNTY, TEXAS

PETITT - ECD
CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. SUITE 3300 RICHARDSON, TX 75080
201 WINDCO CIR. SUITE 100 WYLIE, TX 75098 (972) 941-8400

DATE: 01/09/2026

Y:\PROJECTS\Named Projects\Ennis 125 Acres Country Club RD\dwg\Exhibits\Zoning Exhibit.dwg

LEGAL DESCRIPTION:

BEING all that parcel of land located in the City of Ennis, Ellis County, Texas and being a part of the William Garrett Survey, Abstract Number 382, a part of the John Holt Survey, Abstract Number 452, a part of the John F Reagor Survey, Abstract Number 931 and a part of the BF Reagor Survey, Abstract Number 943, and being a part of that called 125.40 acre tract of land described in deed to Fallen Family Limited Partnership recorded in Volume 2615, Page 533, Deed Records Ellis County, Texas and being further described as follows:

COMMENCING at a one inch iron pipe found at the southerly west corner of said 125.40 acre tract of land, said point being at the south corner of that called 0.7295 acre tract of land described in deed to Michael B. French and wife, Shelli L. French recorded in Volume 2308, Page 1016, Deed Records Ellis County, Texas, said point being at the southerly west comer of that called 0.6002 acre tract of land described in deed to Michael French and Shelli French recorded in Volume 2767, Page 1018, Deed Records Ellis County, Texas and said point being in the northeasterly right-of-way line of Country Club Road (Farm-to-Market Highway No. 1722, an 80' right-of-way);

THENCE South 70 degrees 19 minutes 27 seconds East, 10.61 feet along the northeasterly right of way line of Country Club Road to a one-half inch iron rod with cap stamped "3B" set at the south corner of said 0.6002 acre tract of land and being the POINT OF BEGINNING of this tract of land;

THENCE North 18 degrees 20 minutes 49 seconds East, 299.30 feet to a one-half inch iron rod with cap stamped "3B" set at the east corner of said 0.6002 acre tract of land;

THENCE North 77 degrees 28 minutes 43 seconds West, 206.52 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 0.6002 acre tract of land, said point being in the southwesterly line of said 125.40 acre tract of land and said point being in the easterly line of Lake Clark;

THENCE along the southwesterly line of said 125.40 acre tract of land and along the easterly line of Lake Clark as follows:

North 71 degrees 07 minutes 33 seconds West, 120.71 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 11 degrees 23 minutes 33 seconds West, 203.98 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 59 degrees 29 minutes 08 seconds East, 280.22 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 30 degrees 30 minutes 52 seconds West, 1,095.82 feet to a two and one-half inch iron pipe found at the west corner of said 125.40 acre tract of land and being at the southerly east corner of that called Tract Two, a 21.405 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1815, Page 1654, Deed Records Ellis County, Texas;

THENCE North 06 degrees 23 minutes 54 seconds East, 976.32 feet along the northwesterly line of said 125.40 acre tract of land to a one-half inch iron rod with cap stamped "3B" set in the southeasterly line of that called Tract I, a 63.1580 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1505, Page 187, Deed Records Ellis County, Texas;

THENCE South 80 degrees 51 minutes 37 seconds East, 482.56 feet to a concrete monument found at the south corner of Lot 3, Block 14, Casa Linda Addition, Section 13, Phase 1, an addition to the City of Ennis, Texas recorded in Cabinet D, Slide 305, Plat Records Ellis County, Texas;

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THENCE along the northeasterly line of said 125.40 acre tract of land as follows:

South 19 degrees 40 minutes 40 seconds East, 377.17 feet to a five-eighths inch iron rod found in the southwesterly line of said 11.178 acre tract of land;

South 31 degrees 31 minutes 15 seconds East, 837.32 feet to a one inch iron pipe found at the south corner of that called 5.194 acre tract of land described in deed to Thomas Walter Erwin, III recorded in Volume 642, Page 837, Deed Records Ellis County, Texas and said point being at the west corner of Lot 8, Block A, Bluebonnet Hills Estates No. 2, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 453, Plat Records Ellis County, Texas;

South 30 degrees 24 minutes 38 seconds East, 1,192.18 feet to a one-half inch iron rod with cap stamped "3B' set in the southwesterly line of that called 1.01928 acre tract of land described in deed to the Ennis Independent School District recorded in Volume 605, Page 720, Deed Records Ellis County, Texas and being in the northwesterly line of that called 5.00 acre tract of land described in deed to the Ennis Independent School District recorded in Volume 479, Page 345, Deed Records Ellis County, Texas;

South 59 degrees 11 minutes 27 seconds West, 177.60 feet to a Cedar fence post found at the west corner of said 5.00 acre tract of land;

South 30 degrees 48 minutes 33 seconds East, 809.87 feet to a one-half inch iron rod with cap stamped "3B" set in the southeast line of said 125.40 acre tract of land, said point being at the south corner of that called 0.59 acre tract of land described in deed to Ennis Independent School District recorded in Volume 586, Page 749, Deed Records Ellis County, Texas and said point being in the approximate centerline of Sunset Drive (a variable width right-of-way);

THENCE South 59 degrees 33 minutes 38 seconds West, 937.82 feet to a one-half inch iron pipe found at the south corner of said 125.40 acre tract of land, said point being at the west corner of Lot 1, Sunset North Add'n Part 4, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 368, Plat Records Ellis County, Texas and being in the northeasterly right-of-way line of Country Club Road;

THENCE along the southwesterly line of said 125.40 acre tract of land as follows:

Northwesterly, 31.98 feet, along the northeasterly right-of-way line of Country Club Road and along a non-tangent curve to the left having a central angle of 02 degrees 25 minutes 23 seconds, a radius of 756.20 feet, a tangent of 15.99 feet, and whose chord bears North 54 degrees 07 minutes 01 seconds West, 31.98 feet to a one-half inch iron rod with cap stamped "3B" set at the south comer of Lot 2, Country Club Road Addition No 4, an addition to the City of Ennis, Texas recorded in Cabinet H, Slide 470, Plat Records Ellis County, Texas;

North 31 degrees 27 minutes 42 seconds West, 699.01 feet to a one-half inch iron rod found at the north corner of Lot 1, of said Country Club Road Addition No 4;

South 59 degrees 33 minutes 40 seconds West, 538.78 feet to a one-half inch iron rod with cap stamped "3B" set at the west comer of said Lot 1 and being in the northeasterly right-of-way line of Country Club Road;

North 70 degrees 19 minutes 27 seconds West, 599.16 feet along the northeast right-of-way line of Country Club Road to the POINT OF BEGINNING and containing 5,414,045 square feet or 124.289 acres of land.

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network-Texas State Plane Coordinate System, North Central Zone (4202), NAD83.

SURVEY CERTIFICATION:

I hereby certify that this description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of December, 2023.

E.S. Bacak

Edward Scott Bacak, R.P.L.S. No. 6248
Dated: December 30, 2025

STATE OF TEXAS
REGISTERED
EDWARD SCOTT BACAK
6248
PROFESSIONAL
LAND SURVEYOR

DEVELOPMENT STANDARDS
TRANQUILITY SUBDIVISION
PLANNED DEVELOPMENT NO. PD-ZAXA-26-6

City of Ennis, Ellis County, Texas

Developer: Oakhull Investments

PROJECT SUMMARY

Developer: Oakhull Investments
Project: Tranquility Subdivision — Planned Development (PD)
Location: City of Ennis, Ellis County, Texas
Total Lots: 87 single-family residential lots
Minimum Lot Size: 1 acre (43,560 sq. ft.)
Development Character: Rural Estate Residential
Street Type (Local): Rural Estate — 30’ pavement width, 60’ ROW
Street Type (Collector — Street A): 37’ pavement width, 60’ ROW

SECTION 1 — PURPOSE

1.1 Purpose. The purpose of this Ordinance is to establish a comprehensive set of development standards for the Tranquility Subdivision, a master-planned rural estate residential community located within the corporate limits of the City of Ennis, Ellis County, Texas. The development is intended to promote large lot, low-density residential living consistent with the rural character of the surrounding area, while providing safe and functional infrastructure tailored to that environment.

SECTION 2 — PROPERTY DESCRIPTION

2.1 General Location. The subject property is located within the City of Ennis, Ellis County, Texas, generally situated near the intersection of Bluebonnet Hills Drive and Country Club Road.

2.2 Legal Description. See **Exhibit A.**

2.3 Acreage. The total gross acreage of the PD tract is approximately 124 acres, including all street rights-of-way, open space, and drainage easements.

2.4 Existing Zoning. The subject property is currently split zoned Agricultural (A) and Single-Family Residential 10 (R-10) within the City of Ennis.

2.5 Proposed Zoning. A zoning classification of Planned Development (PD) is requested.

SECTION 3 — PERMITTED USES

3.1 The following uses are permitted by right within the Tranquility PD:

- Single-family detached dwellings
- Accessory Structures. Accessory structures shall directly serve a single-family residential dwelling unit and be clearly incidental to a single-family residential dwelling unit. Accessory structures shall not be constructed prior to the start of construction of a single-family dwelling unit. An accessory structure shall not be used until the construction of the primary structure is complete. Permitted accessory buildings include garages, storage sheds, gazebos, cabanas, storm shelters, and similar structures. Accessory buildings cannot be used for commercial or business purposes unless they are considered as home occupations under the Ennis Unified Development Ordinance.
- Home occupations as an accessory use in accordance with the Ennis Unified Development Ordinance.
- Community entry features including monuments, signage, and enhanced landscaping
- Utility and drainage infrastructure including but not limited to water lines, aerobic septic systems, stormwater facilities, and franchise utilities

SECTION 4 — LOT DEVELOPMENT STANDARDS

4.1 The following minimum lot and building standards shall apply to all residential lots within the Tranquility Subdivision PD:

Standard	Requirement
Minimum Lot Area	1 acre (43,560 square feet)
Minimum Lot Width	100 feet
Minimum Lot Depth	120 feet
Minimum Front Yard Setback	40 feet
Minimum Street Side Yard Setback (all roadways)	20 feet
Minimum Interior Side Yard Setback	15 feet
Minimum Rear Yard Setback	50 feet
Maximum Lot Coverage	40% of gross lot area (all buildings on lot)
Maximum Building Height — To highest eave or parapet	35 feet
Maximum Building Height — To top of roof structure	45 feet
Minimum Gross Living Area	2,400 square feet

4.2 Cul-de-Sac Lots. Lots located on cul-de-sac bulbs shall maintain a minimum lot width of 100 feet measured at the front setback and a minimum lot area of 1 acre.

A maximum of fifteen (15) lots may be served by any single cul-de-sac street.

4.3 Flag Lots. Flag lots are prohibited within the Tranquility Subdivision PD.

SECTION 5 — BUILDING STANDARDS

5.1 Exterior Materials. All primary dwelling units shall employ a combination of the following exterior facade materials covering no less than 80% of each facade:

- Brick
- Stone or manufactured stone
- Fiber cement board
- Stucco

5.2 Garages. Each dwelling unit shall provide a minimum of a two (2) car garage. Garage doors shall not face the front street frontage of the lot. All garage doors shall be oriented to the side or rear of the primary dwelling or shall be set perpendicular to the street such that the garage opening does not directly face the public right-of-way. On corner lots, the front street frontage shall be as designated on the final plat. Where a third garage bay is provided, the third bay shall be set back a minimum of twenty-five (25) feet behind the front building line of the primary dwelling. Garage doors shall not occupy more than fifty percent (50%) of the width of the primary front facade.

5.3 Accessory Structures. Accessory structures shall not exceed 24 feet in height and shall be set back a minimum of 25 feet from all property lines. Agricultural buildings (barns, equipment storage) are permitted and shall be compatible in materials and color with the primary dwelling.

5.4 Driveways. Each lot shall have a paved driveway constructed of concrete.

SECTION 6 — STREET DESIGN STANDARDS

6.1 Design Standard. All internal streets within the Tranquility Subdivision PD, except as designated below for collector streets, shall be designed and constructed within a 60-foot right-of-way with a 6-inch Portland Cement Concrete (PCC) pavement section on a 6-inch lime-stabilized subgrade, consistent with the rural character of this development.

6.2 Rural Estate Local Streets. All internal local residential streets within the subdivision shall meet the following standards:

Element	Rural Estate Standard
Right-of-Way Width	60 feet
Minimum Pavement Width	30 feet (edge-of-pavement to edge-of-pavement)
Pavement Section — Surface	6″ Reinforced Concrete Pavement (4,000 PSI, #4 bars @ 12″ o.c.e.w.)
Pavement Section —Subgrade	6″ Lime-Stabilized Subgrade
Crown	Parabolic crown
Curb and Gutter	Not required; open ditch drainage section per Section 8
Sidewalk	Required on one side of the street only; 4-foot minimum width, placed adjacent to the edge of pavement
Street Grade (max)	8% maximum longitudinal grade
Roadside Drainage	Open ditch (swale) — see Section 8; 10-foot drainage easement each side of ROW
Cul-de-Sac Radius	55-foot minimum pavement radius
Cul-de-Sac Length	1,140 feet maximum from the nearest intersection
Speed Limit	25 mph design speed

6.3 Collector Streets. Street A, as shown on the approved Concept Plan (CP-U), is classified as a Minor Collector on the City of Ennis Thoroughfare Plan and serves as the primary spine street connecting to Bluebonnet Hills Drive and Country Club Road. Street A shall be designed and constructed within a 60-foot right-of-way with a minimum pavement width of 37 feet, measured edge-of-pavement to edge-of-pavement, with a 7-inch Reinforced Concrete Pavement section (4,500 PSI, #4 bars @ 12″ o.c.e.w.) on an 8-inch lime-stabilized subgrade. Drainage for Street A shall be provided by open ditch roadside swales consistent with Section 8 of this Ordinance. Curb and gutter is not required on Street A.

6.4 Sidewalk Placement. Sidewalks along local rural estate streets shall be placed adjacent to the edge of the pavement four (4) feet to six (6) feet off one side of the street. Sidewalk installation shall be the responsibility of each home builder at the time of home construction. Reference "Sidewalk Plan" attached hereto for location of sidewalks and typical street cross sections.

6.5 Street Lighting. Street lighting shall be installed at all intersections and at the terminus of each cul-de-sac. Midblock lighting will be installed.

6.6 Street Names. All street names shall be submitted to the City of Ennis for review at the time the final plat is submitted and shall not duplicate or closely resemble existing street names within Ellis County.

6.7 Street Regulations. Roadside parking is prohibited on all streets. Emergency access connections shall be maintained at Phillips Drive (west), Sundale and Sunset Streets (east), and Bluebonnet Hills Drive (south).

SECTION 7 — WASTEWATER AND UTILITY STANDARDS

7.1 On-Site Sewage Facilities (OSSF). The Tranquility Subdivision PD shall be served entirely by individual, lot-level aerobic on-site sewage facilities (OSSF), in lieu of connection to the City of Ennis municipal wastewater system. Each lot shall be required to install a permitted aerobic septic system in conformance with all applicable requirements including:

- Texas Commission on Environmental Quality (TCEQ) Title 30 Texas Administrative Code, Chapter 285
- Ellis County regulations for on-site sewage facilities
- City of Ennis and the Zoning Board of Adjustment authorizes OSSF use within the city limits, per TCEQ standards.
- All permits and inspections required by the governing authority having jurisdiction.

7.2 OSSF Setbacks. All aerobic septic system components — including tanks, spray heads, and spray fields — shall conform to all setback requirements established by TCEQ Chapter 285, Ellis County, and the City of Ennis. Minimum setbacks shall not be less than:

System Component	Minimum Setback
Septic Tank	10 feet from property lines, 50 feet from water wells
Spray Field / Spray Heads	10 feet from property lines, 15 feet from dwellings on same lot
Spray Field	150 feet from any potable water supply well
Maintenance Access	Access easement of 10 feet minimum to all system components

7.3 System Maintenance. Each OSSF shall be maintained under a current service and maintenance contract with a licensed OSSF service provider. Homeowners shall be required to comply with all periodic inspection and maintenance requirements as prescribed by TCEQ and the governing regulatory authority. The Homeowners Association (HOA) may elect to coordinate maintenance contracts on behalf of residents.

7.4 Water Service. Potable water service to the subdivision shall be provided by the City of Ennis municipal water system or a licensed water supply corporation. All water main construction, line extensions, and service connections shall conform to the City of Ennis Public Works Infrastructure Design Standards and shall be designed by a Texas-licensed engineer.

7.5 Dry Utilities. Electric, gas, cable, and telecommunications utilities shall be installed underground within the subdivision. All utility easements shall be shown on the final plat. Pad-mounted transformers and related above-ground equipment shall be screened with landscaping or decorative fencing compatible with the rural estate character of the development.

SECTION 8 — DRAINAGE STANDARDS

8.1 Open Ditch Drainage System. In keeping with the rural estate character of the Tranquility Subdivision, the stormwater drainage system for internal local streets shall be constructed as an open ditch (roadside swale) system, in lieu of closed underground storm sewer or curb-and-gutter conveyance. The following standards shall govern the design and construction of the drainage system:

Element	Standard
Ditch Type	Trapezoidal or parabolic roadside swale
Minimum Side Slope	3:1 (H:V) or flatter

Maximum Velocity (2-yr storm)	6 feet per second
Design Storm — Minor System	Roadside ditches & driveway culverts
Design Storm — Major System	Cross-drainage culverts
Driveway Culverts	Each residential driveway crossing a roadside ditch shall include a pipe sized by the design engineer; minimum 12-inch diameter

8.2 Drainage Easements. All drainage swales, detention facilities, and stormwater outfall structures located outside of the street right-of-way shall be located within a dedicated drainage easement shown on the final plat.

8.3 Detention / Retention. A drainage study prepared by a Texas-licensed engineer shall be submitted with the final engineering plans. If required by the City Engineer, on-site stormwater detention or retention facilities shall be designed to limit post-development peak flows to pre-development conditions for the 10-year and 100-year storm events.

8.4 Maintenance. The Homeowners Association (HOA) shall be responsible for the ongoing maintenance of all open drainage swales and drainage easements within the subdivision that are not within a dedicated public street right-of-way, unless accepted for maintenance by the City.

SECTION 9 — OPEN SPACE AND AMENITIES

9.1 Open Space. The Tranquility Subdivision PD shall provide open space in the form of drainage easements, landscaped common areas, and entry features as depicted on the Concept Plan. No minimum percentage open space dedication is required beyond that shown on the approved Concept Plan, consistent with the rural estate character of the development in which each lot of one (1) acre or greater provides inherent open space through low-density residential use.

9.2 Homeowner's Association (HOA). A Homeowner's Association shall be established by the developer. The developer shall directly manage the HOA through seventy-five (75) percent build out of the subdivision, at which time management of the subdivision will transfer to appointed residents of the subdivision. The HOA shall be responsible for:

- Maintenance of all common open space and amenity areas
- Maintenance of entry features, monuments, and landscaping within the public right-of-way
- Maintenance of open ditch drainage swales within drainage easements not accepted by the City
- Enforcement of subdivision deed restrictions and architectural standards

9.3 Tree Preservation. The developer shall make reasonable efforts to preserve existing mature trees, particularly along drainage ways and open space areas.

SECTION 10 — LANDSCAPING AND ENTRY FEATURES

10.1 Entry Features. The developer shall construct a landscaped entry feature at the primary subdivision entrance consistent with the rural estate character of the development.

10.2 Individual Lot Landscaping. Each individual residential lot shall install a minimum of three (3) shade trees of 3-inch caliper or greater at time of Certificate of Occupancy issuance. Native and drought-tolerant species are encouraged.

10.3 Perimeter Fencing and Screening. Notwithstanding any provision of the City of Ennis UDO requiring a masonry screen wall along collector or arterial street frontages, a masonry screen wall is required only at the primary entry along Country Club Road. All other residential lots backing or siding to any collector or arterial street right-of-way shall provide a six-foot (6') board on board wood privacy fence with top rail and cap along the affected property line. Such fence shall be installed by the homebuilder at the time of home construction, prior to issuance of a Certificate of Occupancy. Internal lot-to-lot fencing shall be six-foot (6') board on board wood privacy fence with top rail and cap and/or black powder coated wrought iron fencing.

SECTION 11 — VARIANCES AND WAIVERS INCORPORATED

11.1 This Planned Development Ordinance incorporates and grants the following modifications to the City of Ennis UDO and Public Works Infrastructure Design Standards, as applied to the internal local streets of the Tranquility Subdivision:

UDO / Design Standard Provision	Modification Granted by this PD
Minimum local street pavement width (30' B-B per City standard)	30 feet for all internal rural estate local streets
Curb and gutter requirement for local streets	Waived for all streets within the Tranquility Subdivision PD, including collector streets; open ditch drainage section permitted on all streets per Section 8 of the Development Standards
Sidewalk requirement on both sides of local streets	Reduced to one (1) side only for internal local residential streets.
Maximum cul-de-sac lot count (12 lots per UDO Sec. 9.4.1(5)(b)(i)(2))	Increased to a maximum of fifteen (15) lots per cul-de-sac street. This PD expressly modifies UDO Sec. 9.4.1(5)(b)(i)(2) in recognition of the rural estate character and one (1) acre minimum lot size. Emergency access provisions and turnaround dimensions shall comply with applicable fire code requirements at time of final engineering plan approval.
Subdivision perimeter fencing material requirement (100% masonry per UDO §7.3.4(2)(a))	Modified per Section 10.3 of the Development Standards. A masonry screen wall is required only at the primary entry along Country Club Road. All other lots backing or siding to any collector or arterial street right-of-way shall provide a six-foot (6') wood privacy fence installed by the homebuilder at time of home construction, prior to Certificate of Occupancy.

11.2 Nothing in this Ordinance shall be construed to waive or supersede any applicable state law, TCEQ regulation, or fire code requirement without independent approval from the authority having jurisdiction.

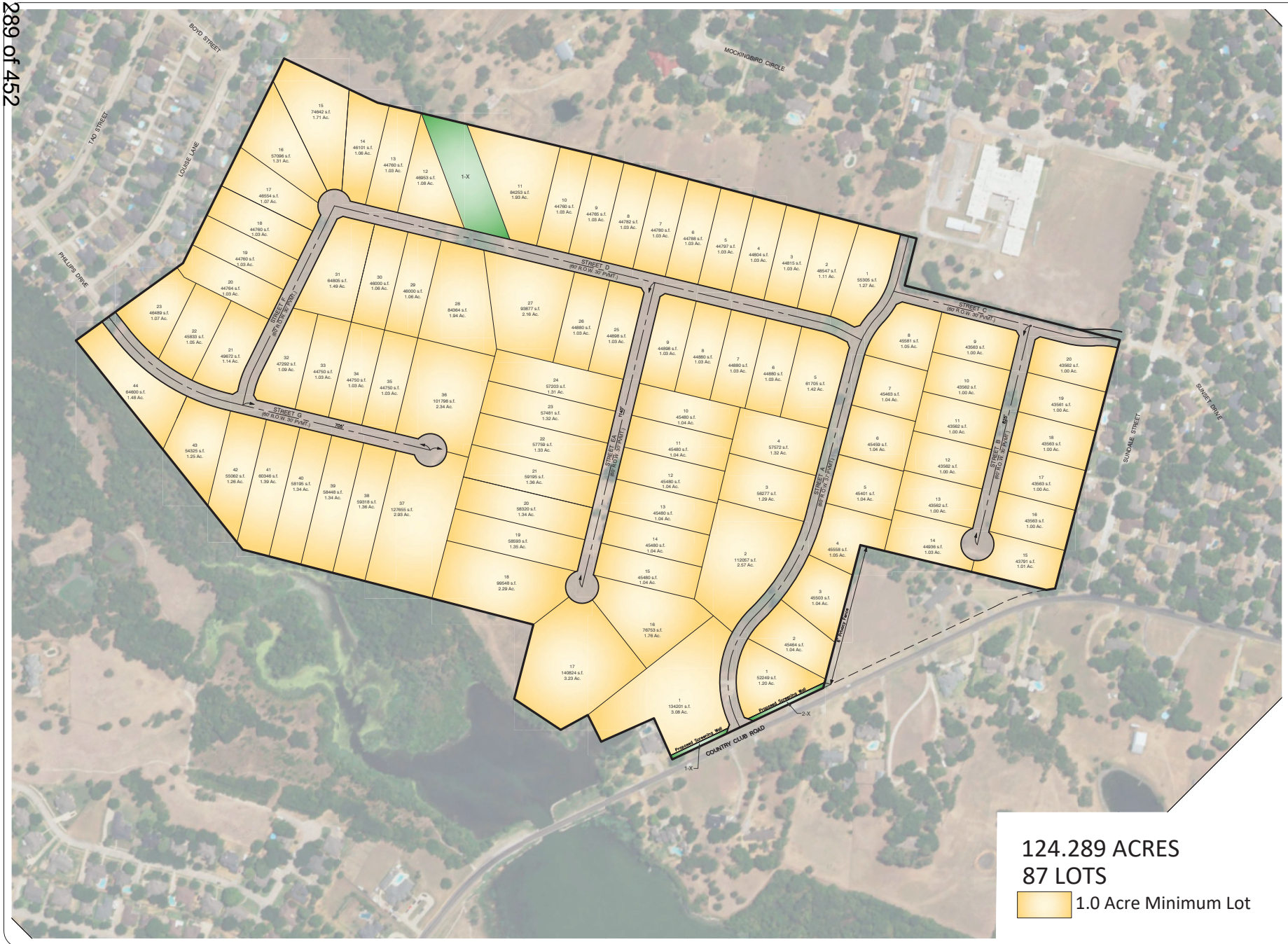
SECTION 12 — CONCEPT PLAN

12.1 Concept Plan. The Concept Plan attached to this Exhibit B is hereby incorporated into this Ordinance and shall serve as the general guide for the layout and character of the Tranquility Subdivision PD. The Concept Plan depicts:

- Overall subdivision layout with 87 single-family residential lots
- Proposed street network including collector and local rural estate streets
- Proposed cul-de-sac locations and configurations
- General lot configuration and open space areas
- Entry locations and primary access point

SECTION 13 — SIDEWALK PLAN

13.1 Sidewalk Plan. The Sidewalk Plan attached to this Exhibit B is hereby incorporated into this Ordinance and shall serve as the sidewalk layout and typical cross sections for sidewalk details within the Tranquility Subdivision.



N

150 0 75 150

Scale: 1" = 150'

CONCEPT PLAN

TRANQUILITY

CITY OF ENNIS, TEXAS

Engineer

PETITT - ECD

ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
TBPE FIRM #F-1151 TBPLS FIRM #10194792

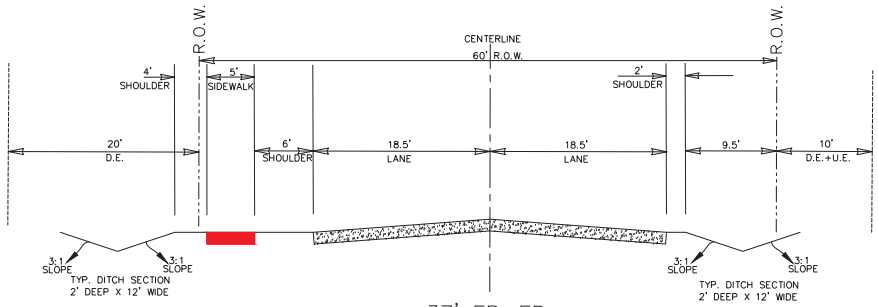
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD 201 WINDOO CIRCLE
SUITE 2000 SUITE 100
RICHARDSON, TX 75080 WYLIE, TX 75098
972-234-1202 972-941-8403

JUNE 17, 2026

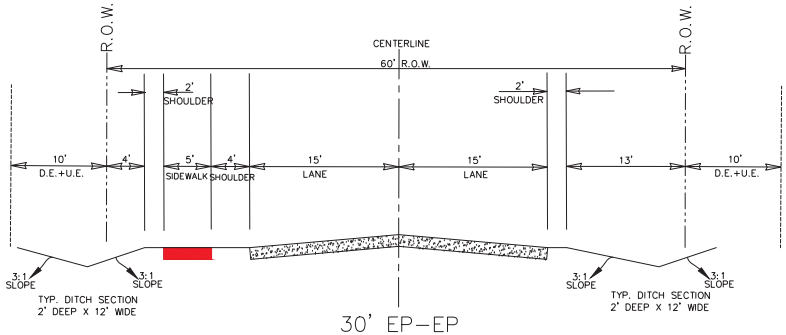
SHEET NO. 1 OF 1

PROJECT #00000

Y:\PROJECTS\Named Projects\Ennis 125 Acres Country Club Rd\dwg\Planning\CP-1B.dwg



37' EP–EP SECTION
N.T.S.



30' EP–EP SECTION
N.T.S.

N

Scale: 1" = 150'

SIDEWALK PLAN
TRANQUILITY
CITY OF ENNIS, TEXAS

Engineer:

PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
TBPELS REGISTRATION
ENGINEERING FIRM #F-10045 - SURVEYING FIRM #10194702
1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080
972.941.8400
201 WINDCO CIRCLE
SUITE 100
LEWISVILLE, TX 75067
972.941.8400

SEPTEMBER 17, 2026

SHEET NO. 1 OF 1

PROJECT #06561

Z:\PROJECTS\06561 – Ennis – 125 Acres Country Club Rd\dwg\Preliminary Engineering\Sidewalk Plan.dwg

EXHIBIT D — SIDEWALK PLACEMENT REFERENCE

Wolf Springs Rd, Ferris, Texas | Source: Google Street View, Feb. 2026

5-foot concrete sidewalk located 8 feet from the edge of pavement, between the street and the bar ditch — one side of street only.

Tranquility Subdivision PD — Section 6.4 Sidewalk Placement

Elevation A — Modern Farmhouse

Representative Home Product Elevation — For Illustrative Purposes

Elevation B — Craftsman

Representative Home Product Elevation — For Illustrative Purposes

Elevation C — French Country

Representative Home Product Elevation — For Illustrative Purposes

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, DENYING A REQUEST TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF ENNIS TO AMEND THE ZONING CLASSIFICATION ON AN APPROXIMATE 124.289 TRACT OF LAND FROM AGRICULTURAL (A) DISTRICT AND SINGLE-FAMILY RESIDENTIAL-10 (R-10) DISTRICT TO PLANNED DEVELOPMENT (PD-ZAXA-26-6) DISTRICT (PD) FOR SINGLE FAMILY RESIDENTIAL USES, SITUATED IN THE WILLIAM GARRETT SURVEY, ABSTRACT NO. 382, JOHN HOLT SURVEY, ABSTRACT NO. 452, JOHN F. REAGOR SURVEY, ABSTRACT NO. 931 AND B.F. REAGOR SURVEY, ABSTRACT NO. 943 IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS, ELLIS CAD ID 183729; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING DENIAL; PROVIDING A WAITING PERIOD; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chad Adams ("Applicant"), acting as authorized representative for the landowner, Land of Tranquility, LLC, has requested to change the zoning classification from Agricultural (A) District and Single-Family Residential-10 (R-10) District to Planned Development (PD-ZAXA-26-6) District for single family residential uses (PD) on an approximate 124.289 acre tract of land, situated in the William Garrett Survey, Abstract No. 382, John Holt Survey, Abstract No. 452, John F. Reagor Survey, Abstract No. 931 and B.F. Reagor Survey, Abstract No. 943, in the City of Ennis, Ellis County, Texas, Ellis CAD ID 183729, and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, City staff recommended denial of this zoning change to the Planning and Zoning Commission and recommends denial to the City Commission; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all

other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Commission to approve the change in zoning district classification on the Property and to amend the Official Zoning Map of the City (the "Zoning Map") to reflect the PD for single family residential uses zoning classification; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Commission at which it considered the recommendation of the Planning and Zoning Commission and, among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Commission does hereby find that the requested zoning does not accomplish such objectives and is not in the best interest of public health, safety and welfare of the citizens of Ennis, Texas; and

WHEREAS, the City Commission further finds that proposed provision and configuration of public improvements shall be adequate to serve the development and that PD does not comply with all applicable standards in the Unified Development Ordinance and other adopted city ordinances, all, as amended and conform to design requirements and construction standards as set forth in the most current version of the city's Infrastructure Design Standards,

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

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

SECTION 2. Denial. The request to amend the Unified Development Ordinance of the City of Ennis to change the zoning classification on the Property from Agricultural (A) District and Single-Family Residential-10 (R-10) District to Planned Development (PD-ZAXA-26-6) District for single family residential uses (PD) is hereby denied.

SECTION 3. Waiting Period. Pursuant to Section 3.2.8 (2) of the City of Ennis Unified Development Ordinance, no new application for the same for substantially the same request shall be submitted or accepted within one year of the effective date of this Ordinance.

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

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

clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

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

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

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

AL DESCRIPTION:

BEING all that parcel of land located in the City of Ennis, Ellis County, Texas and being a part of the William Garrett Survey, Abstract Number 382, a part of the John Holt Survey, Abstract Number 452, a part of the John F Reagor Survey, Abstract Number 931 and a part of the BF Reagor Survey, Abstract Number 943, and being a part of that called 125.40 acre tract of land described deed to Pallen Family Limited Partnership recorded in Volume 2615, Page Deed Records Ellis County, Texas and being further described as follows:

MMENCING at a one inch iron pipe found at the southerly west corner of said 125.40 acre tract of land, said point being at the south corner of that called 0.7295 acre tract of land described in deed to Michael B. French and wife, Shelli L. French recorded in Volume 2308, Page 1016, Deed Records Ellis County, Texas, said point being at the southerly west corner of that called 0.6002 acre tract of land described in deed to Michael French and Shelli French recorded in Volume 2767, Page 1018, Deed Records Ellis County, Texas and said point being in the northeasterly right-of-way line of Country Club Road (Farm-to-Market Highway No. 1722, an 80' right-of-way);

THENCE South 70 degrees 19 minutes 27 seconds East, 10.61 feet along the northeasterly right of way line of Country Club Road to a one-half inch iron rod with cap stamped "3B" set at the south corner of said 0.6002 acre tract of land and being the POINT OF BEGINNING of this tract of land;

THENCE North 18 degrees 20 minutes 49 seconds East, 299.30 feet to a one-half inch iron rod with cap stamped "3B" set at the east corner of said 0.6002 acre tract of land;

THENCE North 77 degrees 28 minutes 43 seconds West, 206.52 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 0.6002 acre tract of land, said point being in the southwesterly line of said 125.40 acre tract of land and said point being in the easterly line of Lake Clark;

THENCE along the southwesterly line of said 125.40 acre tract of land and along the easterly line of Lake Clark as follows:

North 71 degrees 07 minutes 33 seconds West, 120.71 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 11 degrees 23 minutes 33 seconds West, 203.98 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 59 degrees 29 minutes 08 seconds East, 280.22 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 30 degrees 30 minutes 52 seconds West, 1,095.82 feet to a two and one-half inch iron pipe found at the west corner of said 125.40 acre tract of land and being at the southerly east corner of that called Tract Two, a 21.405 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1815, Page 1654, Deed Records Ellis County, Texas;

THENCE North 06 degrees 23 minutes 54 seconds East, 976.32 feet along the northwesterly line of said 125.40 acre tract of land to a one-half inch iron rod with cap stamped "3B" set in the southeasterly line of that called Tract I, a 63.1580 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1505, Page 187, Deed Records Ellis County, Texas;

THENCE South 80 degrees 51 minutes 37 seconds East, 482.56 feet to a concrete monument found at the south corner of Lot 3, Block 14, Casa Linda Addition, Section 13, Phase 1, an addition to the City of Ennis, Texas recorded in Cabinet D, Slide 305, Plat Records Ellis County, Texas;

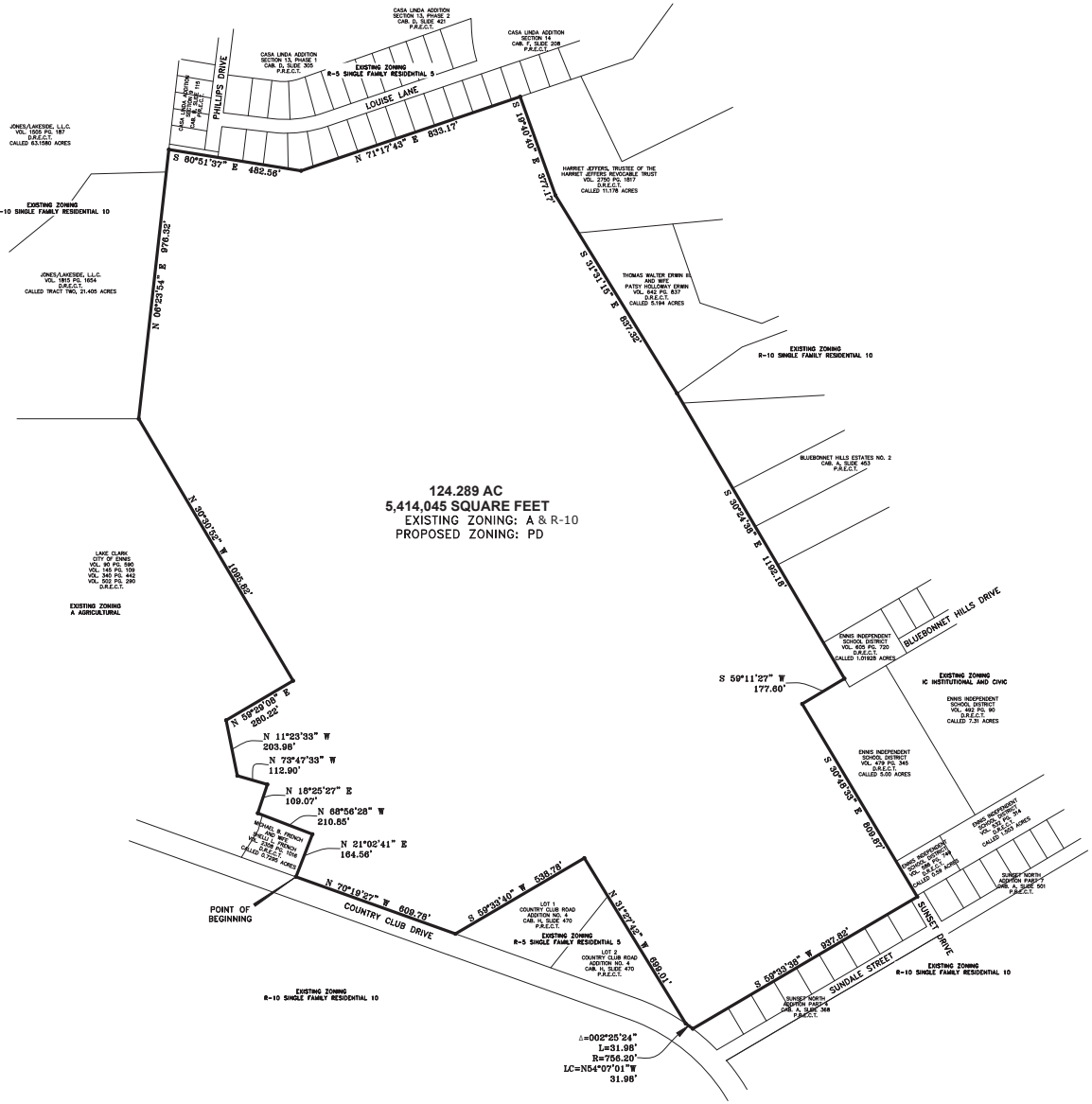
THENCE North 71 degrees 17 minutes 43 seconds East, 833.17 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 125.40 acre tract of land, said point being in the southeast line of Lot 14, Block 14, Casa Linda Addition, Section 14, an addition to the City of Ennis, Texas recorded in Cabinet F, Slide 208, Plat Records Ellis County, Texas and said point being at the west corner of that called 11.178 acre tract of land described in deed to Harriet Jeffers, Trustee of the Harriet Jeffers Revocable Trust recorded in Volume 2750, Page 1817, Deed Records Ellis County, Texas;

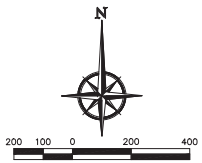
THENCE along the northeasterly line of said 125.40 acre tract of land as follows:

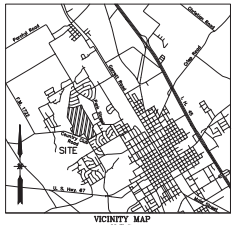
South 19 degrees 40 minutes 40 seconds East, 377.17 feet to a five-eighths inch iron rod found in the southwesterly line of said 11.178 acre tract of land;

South 31 degrees 31 minutes 15 seconds East, 837.32 feet to a one inch iron pipe found at the south corner of that called 5.194 acre tract of land described in deed to Thomas Walter Erwin, III recorded in Volume 642, Page 837, Deed Records Ellis County, Texas and said point being at the west corner of Lot 8, Block A, Bluebonnet Hills Estates No. 2, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 453, Plat Records Ellis County, Texas;

North 70 degrees 19 minutes 27 seconds West, 599.16 feet along the northeast right-of-way line of Country Club Road to the POINT OF BEGINNING and containing 5,414,045 square feet or 124.289 acres of land.







VICINITY MAP
N.T.S.

Note:

This document was prepared under 22 TAC §663.21, it does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

OWNER
LAND OF TRANQUILITY LLC.
2103 S. KAUFMAN STREET
ENNIS, TEXAS 75119

ZONING EXHIBIT

TRANQUILITY

SITUATED IN THE
WILLIAM GARRETT SURVEY, ABST. NO. 382
JOHN HOLT SURVEY, ABST. NO. 452
JOHN F. REAGOR SURVEY, ABST. NO. 931
BF REAGOR SURVEY, ABST. NO. 943
CITY OF ENNIS, ELLIS COUNTY, TEXAS

PETITT - ECD
CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. SUITE 3300 RICHARDSON, TX 75080
201 WINDCO CIR. SUITE 100 WYLIE, TX 75098 (972) 941-8400

DATE: 01/09/2026

SHEET 1 OF 1

Y:\PROJECTS\Named Projects\Ennis 125 Acres Country Club RD\dwg\Exhibits\Zoning Exhibit.dwg

LEGAL DESCRIPTION:

BEING all that parcel of land located in the City of Ennis, Ellis County, Texas and being a part of the William Garrett Survey, Abstract Number 382, a part of the John Holt Survey, Abstract Number 452, a part of the John F Reagor Survey, Abstract Number 931 and a part of the BF Reagor Survey, Abstract Number 943, and being a part of that called 125.40 acre tract of land described in deed to Fallen Family Limited Partnership recorded in Volume 2615, Page 533, Deed Records Ellis County, Texas and being further described as follows:

COMMENCING at a one inch iron pipe found at the southerly west corner of said 125.40 acre tract of land, said point being at the south corner of that called 0.7295 acre tract of land described in deed to Michael B. French and wife, Shelli L. French recorded in Volume 2308, Page 1016, Deed Records Ellis County, Texas, said point being at the southerly west comer of that called 0.6002 acre tract of land described in deed to Michael French and Shelli French recorded in Volume 2767, Page 1018, Deed Records Ellis County, Texas and said point being in the northeasterly right-of-way line of Country Club Road (Farm-to-Market Highway No. 1722, an 80' right-of-way);

THENCE South 70 degrees 19 minutes 27 seconds East, 10.61 feet along the northeasterly right of way line of Country Club Road to a one-half inch iron rod with cap stamped "3B" set at the south corner of said 0.6002 acre tract of land and being the POINT OF BEGINNING of this tract of land;

THENCE North 18 degrees 20 minutes 49 seconds East, 299.30 feet to a one-half inch iron rod with cap stamped "3B" set at the east corner of said 0.6002 acre tract of land;

THENCE North 77 degrees 28 minutes 43 seconds West, 206.52 feet to a one-half inch iron rod with cap stamped "3B" set at the north corner of said 0.6002 acre tract of land, said point being in the southwesterly line of said 125.40 acre tract of land and said point being in the easterly line of Lake Clark;

THENCE along the southwesterly line of said 125.40 acre tract of land and along the easterly line of Lake Clark as follows:

North 71 degrees 07 minutes 33 seconds West, 120.71 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 11 degrees 23 minutes 33 seconds West, 203.98 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 59 degrees 29 minutes 08 seconds East, 280.22 feet to a one-half inch iron rod with cap stamped "3B" set for corner;

North 30 degrees 30 minutes 52 seconds West, 1,095.82 feet to a two and one-half inch iron pipe found at the west corner of said 125.40 acre tract of land and being at the southerly east corner of that called Tract Two, a 21.405 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1815, Page 1654, Deed Records Ellis County, Texas;

THENCE North 06 degrees 23 minutes 54 seconds East, 976.32 feet along the northwesterly line of said 125.40 acre tract of land to a one-half inch iron rod with cap stamped "3B" set in the southeasterly line of that called Tract I, a 63.1580 acre tract of land described in deed to Jones/Lakeside, L.L.C. recorded in Volume 1505, Page 187, Deed Records Ellis County, Texas;

THENCE South 80 degrees 51 minutes 37 seconds East, 482.56 feet to a concrete monument found at the south corner of Lot 3, Block 14, Casa Linda Addition, Section 13, Phase 1, an addition to the City of Ennis, Texas recorded in Cabinet D, Slide 305, Plat Records Ellis County, Texas;

THENCE North 71 degrees 17 minutes 43 seconds East, 833.17 feet to a one-half inch iro11 rod with cap stamped "3B" set at the north corner of said 125.40 acre tract of land, said point being in the southeast line of Lot 14, Block 14, Casa Linda Addition, Section 14, an addition to the City of Ennis, Texas recorded in Cabinet F, Slide 208, Plat Records Ellis County, Texas and said point being at the west corner of that called 11.178 acre tract of land described in deed to Harriet Jeffers, Trustee of the Harriet Jeffers Revocable Trust recorded in Volume 2750, Page 1817, Deed Records Ellis County, Texas;

THENCE along the northeasterly line of said 125.40 acre tract of land as follows:

South 19 degrees 40 minutes 40 seconds East, 377.17 feet to a five-eighths inch iron rod found in the southwesterly line of said 11.178 acre tract of land;

South 31 degrees 31 minutes 15 seconds East, 837.32 feet to a one inch iron pipe found at the south corner of that called 5.194 acre tract of land described in deed to Thomas Walter Erwin, III recorded in Volume 642, Page 837, Deed Records Ellis County, Texas and said point being at the west corner of Lot 8, Block A, Bluebonnet Hills Estates No. 2, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 453, Plat Records Ellis County, Texas;

South 30 degrees 24 minutes 38 seconds East, 1,192.18 feet to a one-half inch iron rod with cap stamped "3B' set in the southwesterly line of that called 1.01928 acre tract of land described in deed to the Ennis Independent School District recorded in Volume 605, Page 720, Deed Records Ellis County, Texas and being in the northwesterly line of that called 5.00 acre tract of land described in deed to the Ennis Independent School District recorded in Volume 479, Page 345, Deed Records Ellis County, Texas;

South 59 degrees 11 minutes 27 seconds West, 177.60 feet to a Cedar fence post found at the west corner of said 5.00 acre tract of land;

South 30 degrees 48 minutes 33 seconds East, 809.87 feet to a one-half inch iron rod with cap stamped "3B" set in the southeast line of said 125.40 acre tract of land, said point being at the south corner of that called 0.59 acre tract of land described in deed to Ennis Independent School District recorded in Volume 586, Page 749, Deed Records Ellis County, Texas and said point being in the approximate centerline of Sunset Drive (a variable width right-of-way);

THENCE South 59 degrees 33 minutes 38 seconds West, 937.82 feet to a one-half inch iron pipe found at the south corner of said 125.40 acre tract of land, said point being at the west corner of Lot 1, Sunset North Add'n Part 4, an addition to the City of Ennis, Texas recorded in Cabinet A, Slide 368, Plat Records Ellis County, Texas and being in the northeasterly right-of-way line of Country Club Road;

THENCE along the southwesterly line of said 125.40 acre tract of land as follows:

Northwesterly, 31.98 feet, along the northeasterly right-of-way line of Country Club Road and along a non-tangent curve to the left having a central angle of 02 degrees 25 minutes 23 seconds, a radius of 756.20 feet, a tangent of 15.99 feet, and whose chord bears North 54 degrees 07 minutes 01 seconds West, 31.98 feet to a one-half inch iron rod with cap stamped "3B" set at the south comer of Lot 2, Country Club Road Addition No 4, an addition to the City of Ennis, Texas recorded in Cabinet H, Slide 470, Plat Records Ellis County, Texas;

North 31 degrees 27 minutes 42 seconds West, 699.01 feet to a one-half inch iron rod found at the north corner of Lot 1, of said Country Club Road Addition No 4;

South 59 degrees 33 minutes 40 seconds West, 538.78 feet to a one-half inch iron rod with cap stamped "3B" set at the west comer of said Lot 1 and being in the northeasterly right-of-way line of Country Club Road;

North 70 degrees 19 minutes 27 seconds West, 599.16 feet along the northeast right-of-way line of Country Club Road to the POINT OF BEGINNING and containing 5,414,045 square feet or 124.289 acres of land.

Basis of Bearing is derived from GPS observations relative to the Texas WDS RTK Network-Texas State Plane Coordinate System, North Central Zone (4202), NAD83.

SURVEY CERTIFICATION:

I hereby certify that this description as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of December, 2023.

E. S. Bacak

Edward Scott Bacak, R.P.L.S. No. 6248
Dated: December 30, 2025

STATE OF TEXAS
REGISTERED
EDWARD SCOTT BACAK
6248
PROFESSIONAL
LAND SURVEYOR

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, AMENDING THE ENNIS UNIFIED DEVELOPMENT ORDINANCE TO DEFINE AND REGULATE DRONE DELIVERY HUBS OR STATIONS BY AMENDING: 1) ARTICLE V "USE STANDARDS," SECTION 5.1.5 "TABLE OF ALLOWED USES," TO ADD "DRONE DELIVERY HUB OR STATION (SMALL)" AND "DRONE DELIVERY HUB OR STATION (LARGE)"; SECTION 5.2 "ADDITIONAL USE STANDARDS," SUBSECTION 5.2.5 "INDUSTRIAL USES," TO ADD "(7) DRONE DELIVERY HUBS OR STATIONS"; SECTION 5.3 "ACCESSORY USES AND STRUCTURES," SUBSECTION 5.3.4 "TABLE OF ACCESSORY USES AND STRUCTURES" TO ADD "DRONE DELIVERY HUB OR STATION (SMALL)"; 2) ARTICLE VII "SITE DESIGN AND DEVELOPMENT STANDARDS," SECTION 7.2 OFF STREET PARKING, SUBSECTION 7.2.3 "OFF STREET PARKING STANDARDS," TABLE 7.2-3A: "OFF-STREET PARKING SCHEDULE A" TO ADD "DRONE DELIVERY HUB OR STATION (SMALL)" AND "DRONE DELIVERY HUB OR STATION (LARGE)"; AND 3) ARTICLE XI "DEFINITIONS," SECTION 11.4.4 "INDUSTRIAL USES," E. "TRANSPORTATION RELATED USES" TO ADD "(7) DRONE DELIVERY HUB OR STATION (SMALL)", "(8) DRONE DELIVERY HUB OR STATION (LARGE)", "(9) DRONE STAGING AREA"; PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PENALTY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Commission of the City of Ennis, Texas ("City Commission"), has investigated and determined that it will be advantageous and beneficial to the City of Ennis, Texas ("City") and its citizens to amend the Ennis Unified Development Ordinance as set forth below; and

WHEREAS, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Commission to approve amendments to the Ennis Unified Development Ordinance as set forth below; 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, TEXAS:

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

Section 2. Amendment to Section 5.1.5. The Ennis Unified Development Ordinance, Article V. "Use Standards," Section 5.1.5 "Table of Allowed Uses" is amended to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)" under the "Transportation Related Uses" to reflect the changes made to Section 5.2.5 (7) as shown in **Exhibit A**.

Section 3. Amendment to Section 5.2.5. The Ennis Unified Development Ordinance, Article V. "Use Standards," Section 5.2 "Additional Use Standards," Subsection 5.2.5 "Industrial Uses" is amended to add subsection 7 "Drone Delivery Hubs or Stations" and to read as follows:

5.2.5 - Industrial Uses

(7) Drone Delivery Hubs or Stations:

(a) Drone delivery hubs or stations are not permitted in the Downtown Core, Downtown subdistricts, Kaufman Corridor Core, and Kaufman Corridor Transition districts.

(b) Platted Lots: Drone delivery hubs or stations, including docking towers, staging areas and related equipment shall be located on a platted lot.

(c) Buffer:

i. The drone staging area for a commercial drone delivery hub (small) shall not be located within 300 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, school or hospital is located.

ii. The drone staging area for a commercial drone delivery hub (large) shall not be located within 500 feet of any property zoned for residential use or upon which a dwelling, group living facility, public park, school or hospital is located. The 500 feet buffer requirement may be reduced to 250 feet if City Commission finds in the issuance of the Specific Use Permit (SUP) that a reduced distance would not be detrimental or injurious to the public health, safety, or general welfare of the neighborhood, group living facility, public park, or hospital.

iii. The measurement of the required buffer is to be made in a straight, horizontal line from the edge of the drone staging area to the closest property line of a property zoned for residential use or containing a dwelling, group living facility, public park, school or hospital.

(d) Drone staging areas must be shown on an approved site plan and are subject to the site plan submittal and review procedures in Sections 3.3.5 and 3.3.6.

(e) Drone staging areas as part of an accessory drone delivery use shall be limited to: 1) Drone Delivery Hub or Station (Small); and 2) 1,000 square feet or 10% of the lot area, whichever is greater.

(f) Drone delivery hubs or stations shall not be located on roofs.

(g) Location: Drone staging areas shall not be placed within any building setback, required landscape buffer, fire lane, easement, maneuvering aisle, required loading zone,

required parking space, or any location that obstructs visibility or interferes with pedestrian or vehicle circulation.

(h) Height: Docking towers and all other appurtenances associated with the commercial drone delivery hub shall be subject to the maximum height requirements of the zoning district.

(i) Screening Requirements: Drone staging areas shall be screened by a wrought iron fence with masonry columns expressed at intervals no greater than fifty (50) feet on center and with evergreen hedge, or a masonry wall, each not less than six feet in height. The exterior of equipment buildings and/or metal equipment cabinets visible from residential areas or public rights-of-way must have a neutral finish or be painted to reflect the color and character of adjoining structures or blend with adjacent landscaping and other surroundings. The launch equipment and landing or docking equipment within the drone staging area are exempt from this screening requirement.

Section 4. Amendment to Section 5.3.4. The Ennis Unified Development Ordinance, Article V. "Use Standards," Section 5.3 "Accessory Uses and Structures," Subsection 5.3.4 "Table of Accessory Uses and Structures" is amended to add the use type "Drone Delivery Hub or Station (Small)"to reflect the changes made to Section 5.2.5 (7) as shown in **Exhibit B**.

Section 5. Amendment to Section 7.2.3. The Ennis Unified Development Ordinance, Article VII. "Site Design and Development Standards," Section 7.2 "Off Street Parking," Subsection 7.2.3 "Off Street Parking Standards," Table 7.2-3a "Off-Street Parking Schedule A" is amended to add "Drone Delivery Hub or Station (Small)" and "Drone Delivery Hub or Station (Large)" under "Transportation Related Uses" and to read as follows:

Transportation Related Uses	USE TYPE	PARKING REQUIREMENT
	Drone Delivery Hub or Station (Small)	1 per 300 sf of the designated drone staging area for commercial drone delivery hubs with no buildings. None if use is considered accessory.
	Drone Delivery Hub or Station (Large)	1 per 300 sf of the designated drone staging area for commercial drone delivery hubs with no buildings.

Section 6. Amendment to Section 11.4.4. The Ennis Unified Development Ordinance, Article XI. "Definitions," Section 11.4.4 "Industrial Uses" is amended to add subsections 7, 8 and 9 to subsection E. "Transportation Related Uses" and to read as follows:

11.4.4 – Industrial Uses

E. TRANSPORTATION RELATED USES

7. Drone Delivery Hub or Station (Small)

An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by small, unmanned aircraft systems (sUAS) under 55 pounds total take-off weight or as defined in Section 44801 of Title 49, United States Code, as amended, whichever is the lesser, to distribute commercial goods by air. This includes any appurtenant

areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities.

8. Drone Delivery Hub or Station (Large)
An area of land, structural surface, building, or structure with one or more designated drone staging areas for use by unmanned aircraft 55 pounds total take-off weight or greater, to distribute commercial goods by air, and may include those defined under Drone Delivery Hub or Station (Small). This includes any appurtenant areas used or intended for use for unmanned aircraft system buildings, structures, and other facilities. Large drone delivery hubs typically operate regionally and are associated with distribution warehouses or major fulfillment centers.

9. Drone Staging Area
A designated area over which an unmanned aircraft completes the final phase of the approach, to a hover or a landing, and from which an unmanned aircraft initiates take-off. The drone staging area includes both the launch pads and any required safety areas and may include areas for the outdoor storage of goods, materials, containers, trailers, or other equipment.

Section 7. Cumulative/Repealer Clause. This Ordinance shall be cumulative of all ordinances of the City of Ennis, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances.

Section 8. Savings Clause. All rights and remedies of the City of Ennis, Texas, are expressly saved as to any and all violations of the provisions of the Ordinance or any other ordinance which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 9. 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 10. Penalty. Any person, firm, partnership, or corporation found violating any provision of the Code of Ordinances of the City of Ennis, Texas, upon conviction, shall be deemed guilty of a misdemeanor and shall be punished by a fine set forth in Section 1-14 of the Code of Ordinances. Any person, firm, partnership, or corporation found violating any provision of the Unified Development Ordinance shall be subject to the penalties and remedies provided in the Unified Development Ordinance. Each day that a provision of this Ordinance is violated shall constitute a separate and distinct offense.

Section 11. 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.

DULY ADOPTED by the City Commission of the City of Ennis, Texas, on the 20th day of October 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT "A"

SECTION 5.1.5
TABLE OF ALLOWED USES

Table 5.1-1: Allowed Uses

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Category	Use Type	Residential Districts											Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																				RMU			KC		
		A	RE	R-10	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
	Courier, messenger, and postal services														■	■									
	Truck and freight transportation services															■									
	Drone Delivery Hub or Station (Small)													■*	■*	■*	■*								Sec. 5.2.5 (7)
	Drone Delivery Hub or Station (Large)															☐*	☐*								Sec. 5.2.5 (7)
Utilities and Utility Services	Utility lines, towers or metering/pumping station	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
	Sewer, solid waste, recycling, and related services																■								
	Natural gas, petroleum, fuel related services															■	■								
	Electric utility services (includes generating plants and substations)															■	■								

EXHIBIT "B"

SECTION 5.3.4
TABLE OF ACCESSORY USES AND STRUCTURES

5.3.4 Table of Accessory Uses and Structures

Table 5.3-1: Accessory Uses and Structures

■ = Permitted by Right ☐ = Permitted with a Specific Use Permit Blank Cell = Not Permitted * = Additional Standards Apply

Use Type	Residential Districts											Commercial Districts			Industrial Districts		Public/Civic Districts		Special Districts					Additional Standards
																			RMU			KC		
	A	RE	R-10	R-7	R-5	NC	D	TH	MF-1	MF-2	MH	C	BP	CC	L-IM	H-IM	IC	PP	C	T	N	C	T	
Accessory Building (not listed below)	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	Sec. 5.3.6 (1)
Accessory Use (not listed below)	■	■	■	■	■	■	■	■	■	■	■	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	Sec. 5.3.6 (1)
Care taker's quarters	■*											■*	■*	■*	■*	■*	■*	■*						Sec. 5.3.6 (2)
Carport	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*												■*	Sec. 5.3.6 (3)
Community Center /Club house (private)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐								☐	☐	☐	☐	☐	
Accessory dwelling unit (garage)	■*	■*	■*	■*	■*	■*																		Sec. 5.3.6 (4)
Accessory dwelling unit (Primary structure)	■*	■*	■*	■*	■*	■*															■*			Sec. 5.3.6 (5)
Residential Garage (detached)	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*									■*	■*		■*	Sec. 5.3.6 (6)
Surface parking	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Storage shed (residential)	■	■	■	■	■	■	■	■	■	■	■									■	■		■	
Swimming pool (private)	■	■	■	■	■	■	■	■	■	■	■		■	■				■		■	■		■	
Home-occupation	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*	■*									■*	■*		■*	Sec. 5.3.6 (7)
Electric vehicle charging station												■	■	■	■	■	■	■	■	■		■	■	
Outdoor storage												■*		■*	■*	■*			■*	■*		■*	■*	Sec. 5.3.6 (8)
Outside display and sales												■*		■*					■*	■*		■*	■*	Sec. 5.3.6 (9)
Recycling collection center															■	■	■							
Sidewalk café												■*	■*	■*					■*	■*		■*	■*	Sec. 5.3.6 (10)
Drone Delivery Hub or Station (Small)													■*	■*	■*	■*								Sec. 5.2.5 (7)

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Discuss and consider an Ordinance approving a Fiscal Year 2027 Supplemental Budget Carry Forward of $55,404,365 for ongoing projects approved but not completed in FY 2026 and provide additional $200,000 funding from the Tourism Fund for Bluebonnet Festival expenses and the Tourism Event Support Pilot Program.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Finance

Staff Contact: Stanley Muli, Finance Director

BACKGROUND INFORMATION:

This budget amendment requests the City Commission's approval to carry forward funding for ongoing City Obligations from Fiscal Year 2026 to Fiscal Year 2027 for a sum total of $55,404,365 and appropriate $200,000 from the Tourism Fund as approved in FY 2027 decision packages but not included in the adopted budget.

During Fiscal Year 2026, several capital and operating projects were budgeted but not completed prior to fiscal year-end. This supplemental budget amendment proposes carrying forward the remaining FY 2026 appropriations into FY 2027 to maintain funding for these projects and support their continued implementation and completion.

The majority of the proposed rollover appropriations are associated with ongoing capital projects. General Fund Carry Forward includes $404,574 for traffic preemption. The EDC Fund shall carry forward $ 5,037,951 for ongoing projects, notable ones being Sonoma Trail ($2,000,000) and Project 300 ($1,336,158).

Approximately $27.4 million in General Capital Fund appropriations will be carried forward for ongoing projects. Major projects in the General Capital Fund being carried forward include the Public Works Facility ($15,773,471), Cottonwood Creek Drainage ($3,178,525), Tim Gauna Park ($4,563,661) and the Union Pacific Underpass ($759,495).

An additional $22.25 million in Water and Sewer Capital Fund appropriations will be carried forward for ongoing projects. Major projects include the Water Treatment Plant Expansion ($14,646,820), Liska Basin Force Main and Manhole Rehabilitation ($3,916,972) and Water Tower ($1,174,716).

The proposed budget amendment also requests appropriation authority of $200,000 from the Tourism Fund for two decision packages approved by the City Commission but inadvertently left off the FY 2027 Adopted Budget. The two decision packages provide funding for 2027 Bluebonnet Festival ($150,000) and Tourism Event Support Pilot Program ($50,000)

This budget amendment ensures continuity of critical capital investments and supports the City's long-term infrastructure and community development goals.

FINANCIAL IMPACT:

$55,604,365 - See Attachment A

POLICY IMPLICATIONS:

Staff recommends approval of the item.

ATTACHMENTS:

ORDINANCE NO.-Budget Amendment for Fiscal Year 2027 - Pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A FY 2027 SUPPLEMENTAL BUDGET ROLLOVER AMENDMENT OF $55,404,365 TO FUND ONGOING PROJECTS APPROVED BUT NOT COMPLETED IN FY 2026 AND PROVIDE $200,000 FUNDING IN FY2027 FOR THE BLUEBONNET FESTIVAL AND EVENT SUPPORT PILOT PROGRAM.

WHEREAS, the City Manager has prepared and submitted to the City Commission a budget for the City of Ennis, Texas, for the fiscal year beginning on October 1, 2026, and ending September 30, 2027 ("Fiscal Year 2027"); and

WHEREAS, the City Commission appropriated budget in FY 2026 for various projects and by the end of the fiscal year a number of those projects were incomplete and will need to be completed in FY 2027; and

WHEREAS, the majority of these projects are major General and Water & Sewer Capital Projects; and

WHEREAS, the City Commission approved a decision package requesting $150,000 funding for Bluebonnet Festival and $50,000 for the Tourism Event Support Pilot Program; and

WHEREAS, in FY 2026 surplus Bluebonnet Festival revenue was collected and is hereby appropriated to support FY 2027 Autumn Daze and Lights of Ennis City Event Expenses; and

WHEREAS, the City Commission desires to amend the FY 2027 Budget to provide supplemental appropriations for the continuation of incomplete projects and to provide funding for qualified Tourism events.

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

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

SECTION 2: That the budget for the Fiscal Year 2027 Budget, is modified by the Commission, as set forth in **"EXHIBIT A"**, attached hereto and incorporated herein.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas, on this 20th day of October 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A
FY 2027 BUDGET AMENDMENT

Fund Number	Fund Name	Account Number	Account Name	Description	Current Budget	Amendment	Amended Budget
Budget Carry Forward							
001	General	001-255-46040	Machinery Tools & Equipment	Traffic Preemption	$160,000	$404,574	$564,574
001	General	001-102-47023	Downtown Event Expenses	City hosted events	$0	$85,493	$85,493
001	General	001-316-46212	Street Projects	Street Projects	$15,094	$35,006	$50,100
101	Ennis EDC General Fund	101-112-40066	Project 300	Prof Services-Project 300 Adjustment	$0	$1,336,158	$1,336,158
101	Ennis EDC General Fund	101-112-46112	EDC Project F41	EDC Project F41 - Ennis Airport Adjustment	$0	$603,391	$603,391
101	Ennis EDC General Fund	101-112-46500	Project Rooftop Lights	Project Rooftop Lights	$0	$98,402	$98,402
101	Ennis EDC General Fund	101-112-46502	Project Sonoma Trail	Project Sonoma Trail	$0	$2,000,000	$2,000,000
101	Ennis EDC General Fund	101-112-40067	Old Telico Road Realignment	Old Telico Road Realignment	$0	$150,000	$150,000
101	Ennis EDC General Fund	101-112-40068	Project Rogala	Project Rogala	$0	$500,000	$500,000
101	Ennis EDC General Fund	101-112-40064	Project Shelter	Project Shelter	$0	$350,000	$350,000
302	Utility	302-419-44043	Contract Services	WTP Intake & Lagoons	$99,000	$908	$99,908
302	Utility	302-419-46410	Water Capital Projects	WTP Emergency Generators	$0	$13,790	$13,790
302	Utility	302-420-43150	Wastewater Treatment Plant Maintenance	Plug Valve replacement on Final 3 Adjustment	$172,198	$28,355	$200,553
342	Water and Sewer Capital Projects	342-420-46307	Arnold St Liftstation	Arnold St Liftstation	$0	$239,010	$239,010
342	Water and Sewer Capital Projects	342-420-46308	Liska Basin Manhole Rehabilitation	Liska Basin Manhole Rehabilitation	$0	$1,694,603	$1,694,603
342	Water and Sewer Capital Projects	342-420-46309	Liska Basin Lift Station Forcemain	Liska Basin Lift Station Forcemain	$0	$2,222,369	$2,222,369
342	Water and Sewer Capital Projects	342-420-46220	Professional Services	Professional Services	$0	$686,779	$686,779
342	Water and Sewer Capital Projects	342-419-46220	Professional Services	Professional Services	$0	$37,892	$37,892
342	Water and Sewer Capital Projects	342-419-46220	18" Water Transmission Line	18" Water Transmission Line	$0	$658,974	$658,974
342	Water and Sewer Capital Projects	342-419-46230	Water Line Ennis Ave at Main St	Water Line Ennis Ave at Main St	$0	$68,032	$68,032
342	Water and Sewer Capital Projects	342-419-46300	Water Tower	Proj 923229 1 Mil. Gallon Water Tower Storage Tanl	$0	$1,174,716	$1,174,716
342	Water and Sewer Capital Projects	342-419-46301	Water Plant	WTP Expansion Design Project 923245.00 Adjustme	$0	$14,379	$14,379
342	Water and Sewer Capital Projects	342-419-46410	Water Capital Projects	Project 923249 WTP Generator Transfer Switches A	$0	$85,104	$85,104
342	Water and Sewer Capital Projects	342-419-46450	Water Treatment Plant Expansion	Prj 923254.00 - WTP Expansion RWP & HSP Adjus	$0	$14,646,820	$14,646,820
342	Water and Sewer Capital Projects	342-811-46040	Machinery Tools & Equipment	Scada Automation Egineering Contract	$0	$312,738	$312,738
342	Water and Sewer Capital Projects	357-414-44043	Contract Services	Closure of Landfill #947A	$32,419	$73,200	$105,619
342	Water and Sewer Capital Projects	342-811-46040	Machinery Tools & Equipment	Scada Automation Engineering Contract Adjustment	$0	$294,140	$294,140
567	Parks Donation	567-512-42110	Other Supplies	Texas Urban Forestry Grant	$0	$7,338	$7,338
401	Street Reconstruction	401-316-46422	Wadley Road Reconstruction	Wadley Road Reconstruction	$0	$100,000	$100,000
401	Street Reconstruction	401-316-46423	Repair Ennis Parkway	Repair Ennis Parkway	$0	$49,936	$49,936
404	General Capital	404-101-46200	Project UPRR Safety Zone	Ennis Avenue & Paris St Waterline Relocate $58,75	$0	$759,495	$759,495
404	General Capital	404-203-61010	Police NG 9-1-1 Grant (FAIN 020-1892)	Police NG 9-1-1 Grant (FAIN 020-1892)	$0	$682,666	$682,666
404	General Capital	404-203-61011	Police NG 9-1-1 Grant (State funds)	Police NG 9-1-1 Grant (State funds)	$0	$120,684	$120,684
404	General Capital	404-313-46225	Public Works Facility	Public Works Facility	$0	$15,773,471	$15,773,471
404	General Capital	404-316-46218	North Kaufman Gateway	North Kaufman Gateway	$0	$1,500,000	$1,500,000
404	General Capital	404-316-46412	Arnold Street Constriction	Arnold Street Constriction	$0	$108,000	$108,000
404	General Capital	404-316-46424	Flood Mitigation	Flood Mitigation	$0	$100,000	$100,000
404	General Capital	404-316-46223	Cottonwood Creek Cleanup - TWDB	Proj 923241 Cottonwood Crk Drainage Channel Reh	$0	$3,178,525	$3,178,525
404	General Capital	404-414-46208	Project Underground Refuse System	Install underground Refuse Receptacles 2 locations	$0	$77,235	$77,235
404	General Capital	404-510-46405	Library-Exterior & Interior Remodel of Library	CMAR Contract -Interior/Exterior Library Remodel	$0	$418,521	$418,521
404	General Capital	404-512-46414	Tim Guana Park	Additional Adjustment	$0	$4,563,661	$4,563,661
404	General Capital	404-512-46419	Willie Love Park	Willie Love Park	$0	$150,000	$150,000
					$478,711	**$55,404,365**	**$55,883,076**
Decision Package							
001	General	001-102-47022	Bluebonnet Festival - Decision Package	Bluebonnet Festival and other events	$0	$150,000	$150,000
001	Tourism	214-506-47005	Community Initiatives - Decision Package	Tourism Event Support Pilot Program	$250,000	$50,000	$300,000
					$250,000	**$200,000**	**$450,000**
				Grant Total	**$728,711**	**$55,604,365**	**$56,333,076**

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 Beverage Provision Agreement with Peak Beverage Texas LLC to provide alcohol and non-alcohol beverage concessions for the Ennis Autumn Daze Festival; and authorizing the Mayor to execute the necessary documents.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Economic Development

Staff Contact: Miriam Castillo, Economic Development Director

BACKGROUND INFORMATION:

Peak Beverage Texas LLC previously provided beverage services for the City of Ennis during the 2026 Bluebonnet Trails Festival and is the exclusive provider of alcoholic and non-alcoholic beverage services . Since the City is not legally able to purchase or sell alcoholic beverages, Peak Beverage Texas LLC handles handles purchasing, insurance and permits requirements, staffing, vendor compliance, and pricing while the City provides event access.

The proposed agreement provides for Peak Beverage Texas LLC to provide beverage services in exchange for a **20% revenue share of gross beverage sales**. This arrangement allows the City to offer alcoholic beverage service during eligible City events while complying with applicable legal requirements. A minimum revenue threshold of $10,000 applies; if not met, the City pays the difference as a management fee. If the event is canceled, Peak receives a $2,500 cancellation fee.

FINANCIAL IMPACT:

20% of Peak Beverage Texas LLC's gross revenue will be remitted to the City of Ennis after the event. There is a potential $2,500 management fee that will only be remitted to Peak Beverage Texas LLC if the event is canceled to cover pre-event costs. The minimum-revenue shortfall clause is a significant financial exposure point. Expected gross sales and projected revenue to the City (the agreement includes a projection table showing $30,000 sales and a $6,000 City share).

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

RESOLUTION NO.-Peak Beverage Texas LLC, Ennis Autumn Daze - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ADOPTING A BEVERAGE PROVISION AGREEMENT WITH PEAK BEVERAGE TEXAS LLC, AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED CONTRACTS.

WHEREAS, Peak is engaged in the business of providing alcohol and non-alcohol beverage concession, including but not limited to retaining, staffing, and supervising bartenders and servers, and procuring the selection, purchase, delivery, service and sale of alcohol and non-alcohol beverages for public and private events (the "Beverage Services"); and

WHEREAS, staff desires to engage Peak Beverage Texas LLC to exclusively provide Beverage Services at, and in connection with, Ennis Autumn Daze (the "Event"); and

WHEREAS, in furtherance of the engagement of Peak Beverage Texas LLC, the city desires to maximize alcohol and non-alcohol revenue at the Event, and Peak is ready, willing and able to provide such services upon the terms and conditions set forth herein.

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

SECTION 1: The attached Beverage Provision Agreement (EXHIBIT A) between the City of Ennis and Peak Beverage Texas LLC is hereby approved.

SECTION 2: The Mayor of the City of Ennis is hereby authorized to execute said Agreement on behalf of the City of Ennis.

SECTION 3: This resolution shall become effective upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

VENDOR AGREEMENT

Beverage Provision Agreement — Event / Producer

This Vendor Agreement (this "Agreement"), dated as of September 22, 2026 (the "Effective Date"), is by and between **PEAK BEVERAGE TEXAS LLC.**, a Texas corporation ("Peak"), and **City of Ennis Texas** ("Producer"). Peak and Producer may each be referred to herein as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Peak is engaged in the business of providing alcohol and non-alcohol beverage concessions, including, without limitation, retaining, staffing, and supervising bartenders and servers, and procuring the selection, purchase, delivery, service, and sale of alcohol and non-alcohol beverages for public and private events (the "Beverage Services"); and

WHEREAS, Producer desires to engage Peak to exclusively provide Beverage Services at, and assistance in connection with, Autumn Daze, to be held at 201 NW. Main St, Ennis, Texas, on October 25-26, 2026 (the "Event"); and

WHEREAS, in furtherance of Peak's engagement, Producer desires to maximize alcohol and non-alcohol revenue at the Event, and Peak is ready, willing, and able to provide such services upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Recitals

The recitals are incorporated into this Agreement by reference.

2. Exclusive Engagement — Beverage Services

Producer hereby engages Peak and grants Peak the exclusive right to provide Beverage Services at the Event, as more fully set forth herein, and hereby appoints Peak as an agent of Producer for the purchase of such beverages.

3. Exclusive Engagement — Sponsorships

Producer also engages Peak and grants Peak the exclusive right to negotiate and procure alcohol and non-alcohol beverage sponsorships for the Event. Producer agrees to use its best efforts and act in good faith to assist Peak in acquiring such sponsorships.

4. Compensation

In exchange for Peak's services, Producer shall pay Peak in accordance with the compensation model set forth in Exhibit A, attached hereto and incorporated herein.

5. Scope of Beverage Services

The Parties agree that Peak shall provide the Beverage Services set forth in Exhibit B, attached hereto and incorporated herein. Producer may, from time to time, request changes to the scope of Beverage Services. If mutually agreed upon, such changes, including any increase or decrease in the amount of compensation owed to Peak, shall be in writing and shall become part of this Agreement upon mutual execution.

6. Peak Responsibilities

A. Menu Creation and Pricing

Peak shall determine all pricing, product selections, and bar menu offerings, and purchase and procure such beverages at Peak's sole cost. Producer is not responsible for any disputes between Peak and Peak's vendors.

B. Staffing, Setup, and Breakdown

Peak shall provide staffing and equipment necessary to provide the Beverage Services as described in Exhibit B.

C. Compliance with Producer's Rules and Regulations

Peak shall follow Producer's reasonable, written rules and regulations. Any such rules and regulations shall be communicated to Peak in writing within twenty (20) days prior to the first day of the Event.

D. State-Certified Responsible Alcohol Vendor Training

All individuals serving alcohol on Peak's behalf shall be trained in a state-certified responsible alcohol vendor training program. Peak shall provide its Beverage Services in compliance with all relevant state and local laws in all material respects.

E. Licenses

Producer shall, at its own expense, obtain all necessary licenses and permits required in connection with the Event, including Peak's ability to provide Beverage Services. Peak will comply with all state statutes and local ordinances in connection with the preparation, storage, and service of alcoholic beverages, and hold Producer harmless for any violation thereof.

F. Insurance

Peak, at its expense, shall obtain and maintain during the Term of this Agreement the following insurance coverage:

1. Workers' compensation insurance equal to or greater than the current statutory limit.
2. Comprehensive general liability insurance with coverage no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
3. Liquor liability insurance in an amount not less than $1,000,000 per occurrence.

All foregoing limits may be obtained with an umbrella or excess policy on an occurrence basis, provided it is written by the same insurance carrier.

7. Producer Responsibilities

A. Access to Event

Producer shall provide Peak with uninterrupted access to the venue and Event at all times necessary to provide the services hereunder.

B. Insurance

Producer shall obtain and maintain comprehensive general liability insurance and such other insurance policies that a reasonable and prudent person would obtain in furtherance of the Event.

C. Taxes and Related Fees

Producer shall be responsible for all taxes and related fees. Peak shall collect taxes through its point-of-sale systems and remit the taxes to Producer for appropriate payment to the applicable taxing authority.

D. Sponsorship Confirmation

Producer shall use its best efforts and act in good faith when assisting Peak with negotiating and procuring alcohol and non-alcohol beverage sponsorships, including by providing information, marketing materials, a sponsorship deck, and reasonable accommodations to sponsors in exchange for sponsorships, such as Event tickets and signage.

E. Peak Services

Producer shall cooperate with, use its best efforts, and act in good faith at all times with Peak in furtherance of Peak's services hereunder, including the Beverage Services set forth in Exhibit B.

8. Special Event Liquor Permit

If the Event is in connection with a special event liquor permit, the Parties agree and covenant as follows:

A. Benefit to Non-Profit Permittee

The non-profit special event liquor permittee (the "Non-Profit") will benefit substantially from the sale and service of alcoholic beverages at the Event. The Non-Profit does not have the knowledge, skill, staff, or financial ability to procure and provide the Beverage Services contemplated herein, and by retaining Peak, the Non-Profit intends to maximize revenue from the sale and service of alcoholic beverages at the Event.

B. Permit

The Non-Profit shall secure the special event liquor permit as required by state and/or local licensing authorities.

C. Authorized Sales and Consumption

The sale, service, and consumption of alcoholic beverages are only allowed in accordance with the special event liquor permit, from 7:00 a.m. to 2:00 a.m., as applicable, and for on-premises consumption only.

D. Food Availability

The Non-Profit will ensure that sandwiches or other food snacks shall be available during all hours of sale or service of alcoholic beverages.

E. Agency for Procurement

The Non-Profit appoints Peak as its agent to purchase and procure alcoholic beverages under the special event liquor permit for consumption at the Event, as more fully set forth herein.

F. Compliance

The Non-Profit, Producer, and Peak shall each be responsible for complying with all rules, regulations, ordinances, and laws during the Event, including, without limitation, the Texas Alcoholic Beverage Code and regulations promulgated thereunder.

9. Term; Default and Termination

A. Term

The term of this Agreement shall commence on the Effective Date and continue thereafter until completion of the Beverage Services set forth in Exhibit B, or until either Party terminates this Agreement pursuant to Section 9.C (the "Term").

B. Default

The failure by either Party to perform any of its obligations hereunder shall not be deemed a breach of this Agreement unless the alleged non-breaching Party gives the other Party written notice of such failure to perform (a "Default Notice") and such failure is not cured within seven (7) calendar days after receipt of the Default Notice (the "Cure Period"). Upon expiration of the Cure Period, if the alleged breaching Party fails to cure the alleged breach set forth in the Default Notice, the non-breaching Party shall be entitled to pursue all available rights and remedies, whether in law, equity, or otherwise, against the breaching Party. The requirements of this Section 9.B do not apply to termination under Section 9.C.

C. Termination

This Agreement and the Term may be terminated at any time by either Party for any reason whatsoever upon delivery of at least ninety (90) days' advance written notice to the other Party. This Agreement may also be terminated at any time upon the Parties' mutual written agreement.

10. Indemnification

PEAK SHALL BE RESPONSIBLE FOR AND DOES HEREBY RELIEVE, RELEASE, AND INDEMNIFY PRODUCER, AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF PRODUCER, INDIVIDUALLY AND COLLECTIVELY, FOR ALL COSTS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) COMMITTED BY PEAK UNDER THIS AGREEMENT OR BY REASON OF ANY INJURY OR DAMAGE TO ANY PERSON, INCLUDING DEATH, OR PROPERTY UPON THE PREMISES OCCUPIED AND USED BY PEAK WHERE SUCH INJURY OR DAMAGE WAS CAUSED BY OR RESULTED FROM THE

NEGLIGENT ACTS OR FAILURE TO ACT OF PEAK, ITS SERVANTS, AGENTS, WORKERS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY ARISING OUT OF THE SERVICE OF ALCOHOLIC BEVERAGES.

11. Representations and Warranties

A. Producer

Producer represents and warrants that: (i) it has the authority to enter into this Agreement and fully perform its obligations hereunder; (ii) it is duly organized and validly existing under applicable laws; (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms; (iv) neither the execution, delivery, nor performance of this Agreement will, directly or indirectly, with or without notice or lapse of time, breach any provision of its governing documents or violate, breach, or cause a default under any contract, instrument, or order to which it is a party or by which it is bound; and (v) it will materially comply with applicable federal, state, and local laws and regulations in performing its obligations under this Agreement.

B. Peak

Peak represents and warrants that: (i) it has the authority to enter into this Agreement and fully perform its obligations hereunder; (ii) it is duly organized and validly existing under applicable laws; (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms; (iv) neither the execution, delivery, nor performance of this Agreement will, directly or indirectly, with or without notice or lapse of time, breach any provision of its governing documents or cause a default under any contract, instrument, or order to which it is a party or by which it is bound; (v) it will materially comply with applicable federal, state, and local laws and regulations in performing its obligations under this Agreement, including refusing to sell or serve alcoholic beverages to minors or visibly intoxicated persons; and (vi) the Beverage Services shall be performed in a workmanlike manner and with professional diligence and skill.

12. Independent Contractor

Peak is an independent contractor. Peak is not an agent of Producer and shall not at any time incur obligations, liabilities, or debts for or on behalf of Producer. Peak's employees are not employees of Producer, and vice versa.

13. Notices

Any notice or other communication under this Agreement shall be in writing and shall be considered effective: (i) as of the date of delivery, if served in person, via email (absent email notice of non-delivery), or by facsimile (with electronic confirmation receipt); (ii) two (2) days after posting, if sent by overnight registered private carrier (e.g., DHL or FedEx); or (iii) three (3) days after being mailed by U.S. registered mail, return receipt requested, to the Parties at their respective addresses set forth below (or at such other address as a Party may specify by written notice to the other).

If to Peak:

PEAK BEVERAGE CATERING INC.
252 Frog Pond Ln
Dripping Springs, TX 78620
Attn: Natalie Sharp
Email: natalie@peakbev.com

If to Producer:

City of Ennis Texas
108 W Knox
Ennis, TX 75119
Attn: Andrea Weckmueller-Behringer
Email: andrea.wb@ennistx.gov

14. Miscellaneous

A. Entire Agreement; Amendment

This Agreement contains the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, agreements, or understandings between the Parties with respect to the subject matter hereof. It may not be changed orally or amended except by a written agreement signed by both Peak and Producer.

B. Governing Law and Consent to Jurisdiction

This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas, without giving effect to conflicts-of-law or choice-of-law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. The Parties expressly and irrevocably acknowledge and agree that the federal and state courts located in the City and County of Ellis, Texas, shall be the exclusive venue. Each Party further agrees to submit to the exclusive jurisdiction of such courts relating to any dispute arising directly or indirectly out of, or relating to, this Agreement or the Parties' relationship.

C. Assignment

This Agreement is not assignable by either Party without the prior written approval of the other Party.

D. No Waiver

No waiver of any provision in this Agreement shall be valid unless it is in writing and signed by the Party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement.

E. Binding Effect

This Agreement and the covenants herein shall be binding upon and shall inure to the benefit of the Parties and their executors, administrators, heirs, personal representatives, successors, and permitted assigns.

F. Headings

The section headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

G. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement, in counterparts or otherwise, by facsimile or electronic delivery in PDF or other electronic format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

H. Severability

In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. Authority

Any individual executing this Agreement on behalf of a Party hereby represents and warrants that such execution is made with full authority and that such Party is bound by the terms hereof.

J. Survival

Notwithstanding anything in this Agreement to the contrary, any provision of this Agreement that by its context contemplates performance or observance after termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect in accordance with its terms.

K. Construction

Should any provision hereof require judicial or other interpretation or construction, the court or fact finder interpreting or construing the provision shall not apply a presumption that the terms shall be more strictly construed against one Party or the other by reason of the rule of construction that a document is construed more strictly against the Party who, through itself or its agents, prepared the document.

L. Texas Statutory Certifications

By executing this Agreement, Peak verifies that it: (i) does not boycott Israel, in accordance with Chapter 2272 of the Texas Government Code, and will not during the Term; (ii) does not engage in business with Iran, Sudan, or any company on the list referenced in Section 2252.152 of the Texas Government Code; (iii) does not boycott energy companies and will not during the Term, pursuant to Section 2274.002 of the Texas Government Code; and (iv) does not have a practice, policy, guidance, or directive against a firearm entity or firearm trade association and will not during the Term.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Vendor Agreement as of the Effective Date, regardless of the actual date of execution.

PEAK	PRODUCER
PEAK BEVERAGE CATERING INC.	**City of Ennis Texas**
By: _____	By: _____
Name: Natalie Sharp	Name: Andrea Weckmueller-Behringer
Title: VP of Sales & Marketing	Title: City Manager, City of Ennis
Date: _____	Date: _____

Exhibit A

Method of Payment

Peak will collect all payments for beverage services and sales on behalf of Producer during the Event. After the Event has taken place and a reconciliation process has been completed, all net sales, minus Peak's management fee, will be remitted to Producer.

Net sales are calculated after tips, payment-processing fees, sustainability fees (if applicable), and taxes are deducted from the Event's gross collections. In addition, sales taxes collected shall be remitted by Peak to the party Producer identifies as responsible for payment of applicable sales taxes, typically the non-profit permit holder.

The management fee will be paid within ten (10) business days of the Event. Peak will allow Producer to inspect Event reconciliation reports upon request.

If changes are made following execution of this Agreement, Peak may require an amendment regarding the management fee correlated to the scope of such changes. These changes may include, without limitation, sponsorship agreements, power needs, security, and other elements that may affect the costs and/or margins associated with producing the Event. If mutually agreed upon, such changes, including any increase or decrease in the amount of compensation owed to Peak, shall be in writing and shall become part of this Agreement upon mutual execution.

Minimum Revenue Shortfall Management Fee

For the Event, the Parties agree to a mutually established minimum revenue threshold (the "Minimum") of $10,000. If net Event revenue generated by Peak Beverage ("Peak") does not meet or exceed the Minimum, Producer agrees to pay Peak a management fee equal to the difference between the Minimum and actual net Event revenue.

The management fee is intended to cover Peak's operational costs, staffing, compliance, administrative overhead, and Event execution requirements. The management fee will be invoiced within five (5) business days following the Event, with payment due under the standard payment terms of this Agreement.

A management fee of $2,500 will be applied if the event is cancelled. This management fee is intended to cover Peak's operational costs, staffing, compliance, administrative overhead and

Event execution requirements. Payment will be due within 30 days of event cancellation for this management fee.

Sponsor Approval and Menu Integrity

Sponsor Approval, Menu Design Authority, and Printing Costs

To ensure product quality, cost control, operational efficiency, and consistency in menu creation, including Producer's and Peak's good-faith efforts to reach or exceed the Minimum Revenue Threshold, Producer agrees to inform Peak of any sponsor, brand partner, alcohol supplier, or product requested or required to be featured at the Event. Producer and Peak will then discuss how such sponsorship may impact the Minimum Revenue Threshold and the management fee.

Producer represents and warrants to Peak that Producer shall ensure that all alcoholic beverage sponsorships are obtained, procured, and implemented in accordance with all applicable laws and regulations.

Peak shall retain final authority and sign-off on all beverage menus, including, without limitation, alcohol placements, featured SKUs, pricing, design layout, product availability, and overall menu composition. No menu or sponsor-driven changes may be implemented without Peak's written approval.

Producer acknowledges and agrees that Producer is fully responsible for all costs associated with printing, producing, or reproducing menus, including reprints required due to sponsor requests, late changes, or adjustments needed to accommodate Producer-approved sponsors.

Projections and Commission

Projected Attendees	Per Cap	Projected Gross Sales	Producer Share %	Producer Share
20,000	$1.50	$30,000	20%	$6,000

Exhibit B

Scope of Services

Peak Beverage Responsibilities

Service	Peak Responsibility
POS Systems	Provide adequate handheld POS terminals for bar locations. Event will be credit-only.
Menus	Design menus in partnership with Producer and determine all product offerings and pricing.
Staff Uniforms / Attire	Provide attire for staff.
Ice and Bar Equipment	Provide ice, cups, bins, and related bar equipment.
Agave Cups	Coordinate and order all agave cups for the Event to support green initiatives at the park.
Staffing	Provide adequate bartenders, barbacks, and managers based on ticket sales and guests per day.
Certified Bartenders	Provide all responsible-vendor-certified bartenders.
Radios	Provide radios for Peak staff to communicate between bar locations.
ID / Age Verification	Check IDs for all individuals at bar locations; potentially use wristbands at Producer's request.
POS Reporting and Data	Provide Event-series data and transparent reporting by bar location and item. Square is the processing platform.
Health and Safety Compliance	Comply with local and state health regulations; provide handwashing stations and safe drink handling.
Insurance	Provide a certificate of insurance listing Producer as an additional insured and provide an umbrella policy.
Tables	Provide tables for all bar locations.
Product Purchasing	Handle all product purchasing and receiving on behalf of the special event permit.

Producer Responsibilities

Service	Producer Responsibility
Security	Provide overall Event security.
Special Event Liquor License Permit	Obtain the permit and provide it to Peak before the Event date.
Wi-Fi	Provide Wi-Fi.
Generators / Power Source	Provide power, if needed, to bar locations.
Access to Venue	Grant venue access so Peak can successfully set up and break down for Event days.
Marketing	Promote and market the Event to drive attendance.
Tents	Provide a large main tent for the main bar; discuss other tents as needed.
Tent Lighting	Provide lighting for tents during evening events to support effective service.

Collaborative / Shared Services

Service	Shared Responsibility
Event Layout Creation	Peak and Producer will work in partnership on the best layout for the Event series to maximize sales and minimize lines.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor to execute a Twenty-Year Interlocal Agreement with the City of Waxahachie for the joint development and operation of an Animal Shelter; committing to 17% of the capital costs of the Animal Shelter; appropriating $612,000.00 for architectural, engineering, and related professional services necessary for the planning and design of the animal shelter.

Meeting: ENNIS CITY COMMISSION - 20 Oct 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, 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. This effort lead to the July 21, 2026, City Commission authorization to execute a Letter of interest expressing the City of Ennis' desire to explore an interlocal agreement with the City of Waxahachie and additional local government partners.

Through subsequent conversations with the City of Waxahachie and Ellis County, it was determined that - if limited to a total capital cost of $30 million or less - the City of Ennis' participation would be financially feasible, at an initial cost not exceeding $5.1 million.

- In combination with Waxahachie and Ellis County contributions, this capital threshold would allow for the design and construction of a specialized facility - with an estimated 286 kennels - at an approximate cost of $450 to $700 per square foot due to the cost of heavy-duty plumbing systems, specialized disease-control HVAC systems, and high-durability, wash-down finishes. Given the proposed 20-year Interlocal Agreement, the City of Waxahachie would take the lead on the design and construction of the facility, as well as assume operational responsibilities thereafter.
- Once constructed, the cost of the ongoing, jointly funded operation would be divided according to the number of annual animal intakes by the participating entities. For the initial year of operations, the City of Ennis would be assessed seventeen percent (17%) of the annual operating cost, resulting in likely ongoing costs to the City between $378,000 to $510,720 per year.

Staff compared the likely cost of an Ennis-owned stand-alone facility and ongoing operational costs to those associated with a regional facility.

- Dependent on the level of finish chosen, the initial cost could range from $3.3 million to $5.1 million for both design and construction.
- The operational costs could be reduced to around $360,000 per year through combining the responsibilities of animal control and kennel maintenance.

Prior to the SPCA's departure in March 2025, the City spent approximately $30,000 annually on contract services from FY2021 through FY2025.

FINANCIAL IMPACT:

The immediate impact of the Interlocal Agreement would include $612,000.00 for design and a subsequent $4,488,000.00 for construction - for a combined total of $5,100,000.00 in capital costs, which could be secured through a Certificate of Obligation.

General Fund expenditures associated with the future, joint operation of the Animal Shelter will have to be built into the City's annual operating budget.

ALTERNATIVES:

Consideration of construction and operation of a stand-alone facility for the City of Ennis.

ATTACHMENTS:

RESOLUTION NO.-ILA Joint Animal Shelter - Pdf
Waxahachie_Ennis_Animal_Services_ILA_V9

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A TWENTY-YEAR INTERLOCAL AGREEMENT WITH THE CITY OF WAXAHACHIE FOR THE JOINT DEVELOPMENT AND OPERATION OF AN ANIMAL SHELTER; COMMITTING TO 17% OF THE CAPITAL COSTS OF THE ANIMAL SHELTER; APPROPRIATING $612,000.00 FOR ARCHITECTURAL, ENGINEERING, AND RELATED PROFESSIONAL SERVICES NECESSARY FOR THE PLANNING AND DESIGN OF THE ANIMAL SHELTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Waxahachie and Ennis are home-rule municipalities and political subdivisions of the State of Texas authorized to perform governmental functions and services for their respective citizens; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, the cities of Waxahachie and Ennis desire to establish and maintain a cooperative, collaborative, and long-term regional partnership and are committed to working together to provide quality and humane animal shelter services to their communities and the region; and

WHEREAS, the Parties anticipate that Ellis County will also participate in the development and operation of the regional Animal Shelter through a separate interlocal agreement with Waxahachie; and

WHEREAS, the Parties anticipate that the Capital Project costs, including architectural, engineering, design, and construction costs of the Animal Shelter ("Capital Project Costs") will be $30,000,000.00; and

WHEREAS, the anticipated allocation of shared Capital Project costs, including design and construction costs, shall be thirty-four percent (34%) to Waxahachie, seventeen percent (17%) to Ennis, and forty-nine percent (49%) to Ellis County, with operating costs allocated as provided for in the Interlocal Agreement; and

WHEREAS, the Parties desire, through execution of this Agreement, to authorize Waxahachie to proceed with architectural, engineering, and related design services, estimated at $3,600,000.00, for the proposed Animal Shelter and to establish their respective financial commitments for such services; and

WHEREAS, the Parties desire to set forth their respective obligations, responsibilities, and duties regarding the development and use of the Animal Shelter.

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

SECTION 1: The Interlocal Agreement between the City of Ennis and the City of Waxahachie is approved, and the Mayor or City Manager are authorized to execute any documents in connection therewith.

SECTION 2: $612,000.00 is appropriated for architectural, engineering, and related professional services necessary for the planning and design of the Animal Shelter.

SECTION 3: This Resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

INTERLOCAL AGREEMENT FOR ANIMAL SHELTER SERVICES

This Interlocal Agreement for Animal Shelter Services ("Agreement") is made and entered into by and between the City of Waxahachie, Texas ("Waxahachie" or the "City") and the City of Ennis, Texas ("Ennis"), sometimes individually referred to as a "Party" and collectively as the "Parties," acting by and through their respective authorized officers.

RECITALS:

WHEREAS, Waxahachie and Ennis are home-rule municipalities and political subdivisions of the State of Texas authorized to perform governmental functions and services for their respective citizens; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, the Parties have evaluated opportunities to cooperatively provide animal shelter services and desire to establish a long-term framework for the design, construction, funding, and operation of a shared animal shelter facility; and

WHEREAS, Waxahachie will own the real property and facility and will serve as the operator of the Animal Shelter, and Ennis desires to participate in the costs of developing and operating the Animal Shelter in exchange for animal shelter services for animals attributable to Ennis; and

WHEREAS, each Party will remain responsible for its own field Animal Control operations, including field personnel and fleet, except as otherwise expressly provided in this Agreement, while animals originating from either Party's jurisdiction may be accepted into and provided services by the shared Animal Shelter in accordance with this Agreement and applicable Shelter policies; and

WHEREAS, the Parties desire to establish and maintain a cooperative, collaborative, and long-term regional partnership and are committed to working together in good faith to promote effective communication, address shared challenges, and provide quality and humane animal shelter services to their communities and the region; and

WHEREAS, the Parties anticipate that Ellis County will also participate in the development and operation of the regional Animal Shelter through a separate interlocal agreement with Waxahachie; and

WHEREAS, the Parties anticipate that the Capital Project costs, including architectural, engineering, design, and construction costs of the Animal Shelter ("Capital Project Costs") will be $30,000,000.00; and

WHEREAS, the anticipated allocation of shared Capital Project costs, including architectural, engineering, design, and construction costs, shall be thirty-four percent (34%) to Waxahachie, seventeen percent (17%) to Ennis, and forty-nine percent (49%) to Ellis County, with operating costs allocated as provided in this Agreement; and

WHEREAS, the Parties desire, through execution of this Agreement, to authorize Waxahachie to proceed with architectural, engineering, and related design services, estimated at $3,600,000.00, for the proposed Animal Shelter and to establish their respective financial commitments for such services; and

WHEREAS, the Parties desire to set forth their respective obligations, responsibilities, and duties regarding the development and use of the Animal Shelter.

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

ARTICLE I
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them:

"**Animal Control**" shall mean field enforcement and response activities performed within a Party's jurisdiction, including calls for service, capture, transport, investigations, livestock-related response, and related activities conducted outside the Animal Shelter.

"**Animal Intake**" shall mean each animal received, accepted, admitted, housed, processed, or otherwise provided shelter services by the Animal Shelter and attributable to a participating jurisdiction, regardless of the manner or reason for intake. An animal transferred to the Shelter from another shelter, rescue organization, or other source shall not be attributed to a participating jurisdiction solely by reason of the transfer unless the animal originated from that jurisdiction.

"**Animal Shelter or Shelter**" shall mean the animal shelter facility to be developed and owned by Waxahachie and operated by Waxahachie pursuant to this Agreement.

"**Capital Project**" shall mean the planning, design, engineering, construction, furnishing, equipping, and related development of the Animal Shelter.

"**Community Cat**" shall mean an unowned, free-roaming cat, including a feral cat, that may be eligible for management through Trap-Neuter-Return practices under Shelter policy.

"**Force Majeure**" shall mean any contingency or cause beyond the reasonable control of a Party, including acts of God, war, riot, civil commotion, adverse weather, governmental action or inaction not caused by the affected Party, fires, explosions, floods, strikes, work stoppages, or material or labor shortages.

"**Shelter-Generated Revenues**" shall mean revenues generated through the ordinary provision of shelter services, including adoption fees, owner surrender fees, impound or return-to-owner fees, quarantine fees, and similar service revenues. Shelter-Generated Revenues do not include grants, donations, gifts, or other contributed funds unless the Parties otherwise agree in writing.

"**Shared Operating Costs**" shall mean the reasonable and necessary costs incurred by Waxahachie in operating and administering the Animal Shelter and providing animal shelter services under this Agreement, excluding the personnel and fleet or vehicle costs associated with each Party's field Animal Control operations. Shared Operating Costs may include supplies, equipment, pharmaceuticals, controlled substances, protective equipment, capture and transport tools, cleaning products, and similar items purchased or administered through the Shelter for the shared animal services program.

"**SOP**" shall mean a Standard Operating Procedure adopted for operation of the Animal Shelter and incorporated into the Shelter SOP Manual.

"**Trap-Neuter-Return or TNR**" shall mean a nonlethal population-control practice for eligible Community Cats under which cats are humanely trapped, evaluated and treated as appropriate,

spayed or neutered, appropriately identified, and returned in accordance with Shelter policy and applicable law.

ARTICLE II
TERM

2.1 Effective Date. This Agreement shall commence on the date of the last signature by an authorized representative of the Parties ("Effective Date") and shall continue through development and construction of the Animal Shelter and the initial operating term set forth herein.

2.2 Initial Term and Renewal. The initial operating term shall begin upon commencement of Shelter operations and continue for twenty (20) years (the "Initial Term"), unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive five (5) year terms unless either Party provides written notice of its intent not to renew at least twelve (12) months prior to expiration of the then-current term, in accordance with Article XIII.

2.3 Long-Term Commitment. The Parties acknowledge that the long-term nature of this Agreement is material to the planning, financing, construction, staffing, and operation of the Animal Shelter.

2.4 Five-Year Review. At least once every five (5) years during the Initial Term and during any renewal term thereafter, the Parties shall conduct a formal joint review of the regional Animal Shelter collaboration, including Animal Intake trends, operating costs, service levels, Shelter capacity and utilization, capital needs, accomplishments, challenges, and other matters affecting the continued success of the collaboration. The review shall include a five- or ten-year outlook for anticipated major capital needs. The Parties intend for each five-year review to include a joint work session or other joint meeting of the Waxahachie City Council and Ennis City Commission when reasonably practicable. If a joint meeting cannot reasonably be scheduled, each City governing body shall receive and consider the five-year review through its respective meeting process. The periodic review shall not, by itself, create a right of termination or otherwise modify either Party's obligations under this Agreement.

ARTICLE III
CAPITAL PROJECT, FACILITY OWNERSHIP, AND FUTURE EXPANSION

3.1 Ownership

3.1.1 Facility Ownership. Waxahachie shall own the real property upon which the Animal Shelter is constructed and shall own the Animal Shelter and permanent improvements located thereon.

3.1.2 No Ownership Interest. Ennis's participation in the Capital Project and payment of its proportionate share of Capital Project costs shall not create or convey to Ennis any ownership, leasehold, equitable, reversionary, or other property interest in the land, Animal

Shelter, permanent improvements, equipment, or other assets owned by Waxahachie, except as expressly provided in this Agreement.

3.2 Design and Construction

3.2.1 Project Administration. Waxahachie shall administer the Capital Project, including contracting for professional services and construction, coordinating project delivery, and administering contracts associated with the project.

3.2.2 Project Coordination. Waxahachie shall keep Ennis reasonably informed regarding the design, project budget, construction progress, and material changes to the Capital Project. The Parties will cooperate in good faith regarding significant project decisions affecting the scope, cost, or intended shared use of the Animal Shelter.

3.2.3 Authorization of Architectural and Design Services. By executing this Agreement, the Parties authorize Waxahachie to proceed with the architectural, engineering, and related professional services necessary for the planning and design of the Animal Shelter. Ennis agrees to pay Waxahachie seventeen percent (17%) of the actual costs of such services upon receipt of an invoice and reasonable supporting documentation, capped at $612,000. These expenditures shall constitute eligible Capital Project costs and shall be credited toward Ennis's total Capital Project contribution under Section 3.3.1. No separate approval of individual professional services contracts by Ennis shall be required.

3.3 Capital Cost Allocation

3.3.1 Initial Capital Cost Allocation. The Parties anticipate that the eligible Capital Project costs, including architectural, engineering, design, and construction costs, shall be allocated among the participating jurisdictions as follows: thirty-four percent (34%) to Waxahachie, seventeen percent (17%) to Ennis, and forty-nine percent (49%) to Ellis County. Ennis anticipates that it will be responsible for its seventeen percent (17%) share of eligible Capital Project costs. Ellis County's financial participation shall be governed by a separate interlocal agreement with Waxahachie. The Parties will modify this Agreement and solidify its commitment for construction allocations once the architectural, engineering, and related design services for the proposed Animal Shelter are completed, the parties have received an Opinion of Probable Cost, and they have complied with Section 3.3.5.

3.3.2 Eligible Capital Project Costs. Capital Project costs may include reasonable and necessary costs for planning, architecture, engineering, surveying, geotechnical services, permitting, construction, testing, furniture, fixtures, equipment, technology, project administration, contingency, and other costs directly related to development of the Animal Shelter.

3.3.3 Capital Contributions and Payment Administration. Each participating jurisdiction shall be responsible for funding its proportionate share of the Capital Project costs. Following approval of the Capital Project budget under Section 3.3.5, Ennis shall provide Waxahachie with the balance of its capital contribution prior to commencement of construction, with payments for architectural and engineering services handled in accordance with Section 3.2.3. Waxahachie shall receive and administer the capital contributions and shall be responsible for processing and paying all project-related invoices and expenditures.

3.3.4 Non-Refundable Capital Contributions. Except as expressly provided in the termination provisions of this Agreement or otherwise mutually agreed in writing, capital

contributions made under this Agreement are non-refundable and do not create an ownership interest in the Animal Shelter or real property.

3.3.5 Capital Project Budget Approval. Prior to commencement of construction of the Animal Shelter, the Parties shall mutually approve a Capital Project budget identifying the anticipated total project cost and each participating jurisdiction's anticipated financial contribution. The approved Capital Project budget may be incorporated into this Agreement by exhibit or otherwise documented in writing by the Parties. Such approval shall not be required for architectural, engineering, and related professional design services authorized under Section 3.2.3.

3.3.6 Project Administration and Cost Management. Waxahachie shall have authority to administer the Capital Project, including approving change orders and other project expenditures. Ennis shall remain responsible for its share of eligible Capital Project costs. Waxahachie shall keep Ennis reasonably informed of significant changes to the project scope, schedule, or cost.

3.3.7 Project Budget Changes. Waxahachie shall notify Ennis of significant anticipated increases to the approved Capital Project budget. Change orders in excess of $250,000.00 shall be considered significant anticipated increases to the approved Capital Project. Any revisions to the approved Capital Project budget shall be addressed through the Parties' regular project coordination and budgeting processes.

3.4 Future Expansion and Additional Participants

3.4.1 Future Capital Improvements. The Parties acknowledge that the Shelter may require future expansion, modification, or improvements to accommodate population growth, increased Animal Intake, operational needs, legal or regulatory requirements, animal welfare considerations, or other changes in service demand. Future capital improvements shall be evaluated as part of the participating jurisdictions' long-term planning for the Shelter, including the five-year review provided under this Agreement.**3.4.2 Necessary Capital Improvements.** If Waxahachie determines that a significant capital expansion or improvement is reasonably necessary to maintain adequate Shelter capacity, comply with applicable law or regulatory requirements, protect animal or public health and safety, or continue providing the Shelter services contemplated by this Agreement and Waxahachie's Animal Care Advisory Committee recommends such improvement, Waxahachie shall provide Ennis with reasonable documentation supporting the need for the project, its anticipated cost, and the proposed allocation of costs.

The Parties shall work collaboratively and in good faith to determine the scope, timing, financing, and implementation of the project. Unless otherwise mutually agreed, the cost of a necessary capital improvement shall be allocated among the participating jurisdictions based upon each jurisdiction's percentage of total Animal Intake for the immediately preceding fiscal year.

3.4.3 Discretionary Capital Improvements. A significant capital expansion or improvement that is not reasonably necessary to maintain the Shelter services contemplated by this Agreement shall not create a financial obligation for Ennis unless Ennis agrees to participate in the project. Waxahachie may undertake such a project independently at its own expense or in cooperation with other participating jurisdictions.

3.4.4 Capital Project Disagreement. If the Parties disagree as to whether a proposed capital improvement is reasonably necessary or regarding its scope, timing, cost, or allocation, the

City Managers of Waxahachie and Ennis shall meet and attempt in good faith to resolve the disagreement. If the disagreement remains unresolved, the matter shall be presented to the governing bodies of both Parties for consideration before either Party pursues any remedy available under this Agreement.

3.4.5 Treatment of Future Capital Contributions. Any significant future capital contribution by Ennis shall be documented in writing and shall establish the treatment of Ennis's contribution in the event this Agreement is subsequently terminated, including any applicable amortization or reimbursement period pursuant to Section 13.4.

3.4.6 Additional Participants. The Parties acknowledge that Waxahachie, Ennis, and Ellis County are anticipated to be the original participating jurisdictions in the regional Animal Shelter. Additional governmental entities may participate in Shelter services in the future.

Any additional participant shall enter into an agreement with Waxahachie establishing its financial and operational responsibilities, including an equitable contribution toward operating costs and, when appropriate, a capital contribution recognizing the existing investment in the Shelter and the cost of any expansion or improvements necessary to accommodate the additional participant.

Any capital contribution received from an additional participant recognizing the existing investment of the original participating jurisdictions shall be allocated among those jurisdictions in proportion to their respective original capital contributions, unless otherwise mutually agreed by the affected jurisdictions. Such contributions may be applied as credits toward the participating jurisdictions' respective shares of capital costs associated with expansion, modification, or improvement of the Shelter.

Participation by an additional entity shall not create an ownership interest in the Shelter or the underlying real property.

3.5 Maintenance and Major Repairs.

3.5.1 Routine Maintenance and Repairs. Routine maintenance and repair costs associated with operation of the Animal Shelter shall be included within Shared Operating Costs as provided by this Agreement.

3.5.2 Major Capital Repairs and Replacement. As owner of the Animal Shelter, Waxahachie shall be responsible for major capital repairs and replacement of the Shelter facility and its major building systems. If an extraordinary capital repair or replacement warrants shared financial participation, Waxahachie may request financial participation from Ennis. Any such participation by Ennis shall be mutually agreed upon by the Parties before Ennis incurs any financial obligation.

3.6 Insurance and Risk Coverage. Waxahachie shall maintain property, liability, and other insurance or risk-pool coverage for the Animal Shelter and its operations in amounts and forms Waxahachie determines appropriate and consistent with its customary municipal risk-management practices. In the event of a covered loss involving the Animal Shelter, applicable insurance or risk-pool proceeds shall be applied toward the repair, restoration, or replacement of the damaged property as determined appropriate by Waxahachie.

ARTICLE IV
SHELTER SERVICES AND PARTIES' OBLIGATIONS

4.1 Waxahachie as Shelter Operator

4.1.1 Shelter Staffing. Waxahachie shall operate and administer the Animal Shelter and shall hire, supervise, and maintain the personnel reasonably necessary to provide animal shelter services.

4.1.2 Shelter Operations. Waxahachie shall have responsibility for the day-to-day management and operation of the Animal Shelter, including staffing, animal care, veterinary services, intake procedures, adoption and placement practices, operating hours, safety practices, and Shelter policies and procedures.

4.1.3 Shelter Hours. The Animal Shelter shall operate seven (7) days per week. Specific hours of operation, including public access and animal intake hours, shall be established and may be modified by Waxahachie as necessary for the efficient operation of the Shelter.

4.1.4 Animal Care and Disposition. Upon acceptance of an animal into the Animal Shelter, Waxahachie shall have responsibility and operational authority for the care, treatment, placement, transfer, adoption, return, or humane euthanasia of the animal in accordance with applicable law and Shelter policies and SOPs. Costs associated with such care and disposition shall be considered Shared Operating Costs and shall not be separately charged to the jurisdiction from which the animal originated. Notwithstanding the foregoing, if the City of Ennis has seizure, cruelty investigation, dangerous-animal proceeding, criminal or civil enforcement matter, court order, or other legal process arising from a Party's jurisdiction regarding an animal placed in the Animal Shelter, Waxahachie shall consult with Ennis to ensure compliance with the law and successful prosecution of such case.

4.1.5 Uniform Shelter Policies. All animals accepted into the Animal Shelter shall be subject to the same Shelter policies and SOPs regardless of the jurisdiction from which the animal originated. Applicable holding periods, reclamation procedures, disposition practices, fees, identification requirements, and other Shelter procedures shall be established and administered by Waxahachie in accordance with applicable law and Shelter policies and SOPs. Animals reclaimed by an owner shall be subject to the Shelter's applicable reclamation requirements, including microchipping or other permanent identification when required by Shelter policy. No participating jurisdiction shall establish a different Shelter holding period, reclamation requirement, or disposition procedure for animals attributable to its jurisdiction unless required by applicable law. Notwithstanding the foregoing, if the City of Ennis has seizure, cruelty investigation, dangerous-animal proceeding, criminal or civil enforcement matter, court order, or other legal process arising from a Party's jurisdiction regarding an animal placed in the Animal Shelter, Waxahachie shall consult with Ennis to ensure compliance with the law and successful prosecution of such case.

4.1.6 Shared Facility and Capacity. The Animal Shelter shall operate as a shared regional facility, and no participating jurisdiction shall be entitled to a designated or reserved number or percentage of kennels, cages, holding areas, or other Shelter capacity. The allocation of costs under this Agreement does not establish or guarantee a corresponding allocation of physical capacity or service levels. Animal intake and use of available Shelter capacity shall be managed by Waxahachie in accordance with applicable law, Shelter policies and SOPs, animal welfare considerations, operational needs, and available capacity.

4.2 Animal Control Responsibilities

4.2.1 Field Animal Control Operations. Each Party shall remain responsible for Animal Control calls for service and field enforcement within its own jurisdiction, including the staffing, supervision, dispatch, and fleet necessary to perform those functions.

4.2.2 Licensing and Training. Each Party shall ensure that its Animal Control personnel maintain licenses, certifications, and training required by applicable law.

4.2.3 Livestock. Each Party shall remain responsible for responding to and addressing livestock-related matters occurring within its own jurisdiction when such services are not available through Ellis County. Livestock services are not included as part of the shared Animal Shelter services provided under this Agreement.

4.2.4 Shared Supplies and Equipment. Notwithstanding the separation of field Animal Control responsibilities, supplies, equipment, pharmaceuticals, controlled substances, protective equipment, capture and transport tools, cleaning products, microchip scanners, carriers, leashes, traps, and similar items may be standardized, purchased, or administered through the Shelter when reasonably related to the shared animal services program and permitted by law.

4.2.5 Legal and Enforcement Responsibilities. Each Party shall remain responsible for legal and enforcement proceedings arising within its jurisdiction, including animal seizures, cruelty investigations, dangerous-animal proceedings, and related court matters. Waxahachie shall be responsible for the care and custody of animals accepted into the Shelter and may provide reasonable assistance with documentation, records, and testimony related to Shelter operations, as required by applicable law.

4.2.6 Ownership of Shared Equipment. Unless otherwise expressly agreed in writing, equipment and other tangible personal property acquired by Waxahachie through Shared Operating Costs for use in the shared animal services program shall be owned by Waxahachie and shall remain the property of Waxahachie upon expiration or termination of this Agreement. Ennis's participation in Shared Operating Costs does not create an ownership interest in such property.

4.3 Animal Intake

4.3.1 Acceptance of Animal Intakes. The Shelter shall accept Animal Intakes attributable to Waxahachie, Ennis, and the unincorporated areas of Ellis County in accordance with Shelter policies, available capacity, applicable law, and the respective interlocal agreements. Animals originating from other incorporated municipalities within Ellis County shall not be accepted unless the municipality has entered into a separate animal shelter services agreement with Waxahachie.

4.3.2 Intake Documentation and Records. Each Party shall ensure that complete and accurate information is provided for each Animal Intake attributable to its jurisdiction. Waxahachie may require personnel from a participating jurisdiction to enter intake information directly into the Shelter's designated records management system or to provide the information and documentation required by Shelter policies and SOPs.

Required intake information may include the specific location and circumstances under which the animal was found or obtained, date and time of intake, available owner or reporting-party information, photographs, weight, identifying characteristics, known medical or behavioral information, and other information reasonably required by the Shelter. Personnel delivering an

animal shall also provide reasonable assistance with intake procedures, including identification, weighing, photographing, vaccination, or other intake activities, as required by Shelter policies and SOPs.

The Shelter shall maintain intake records sufficient to identify the jurisdiction attributable to each Animal Intake and to support the annual allocation calculations required by this Agreement.

4.4 Compliance with Laws. Each Party, including its officers, employees, agents, and representatives, shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out its responsibilities under this Agreement.

ARTICLE V
SHELTER POLICIES AND PROCEDURES

5.1 Compliance with SOPs. Each Party and its employees utilizing the Shelter shall comply with the Shelter SOP Manual and lawful instructions of Shelter personnel, including applicable intake documentation, safety practices, and humane animal handling requirements.

5.2 SOP Availability and Revisions. Waxahachie shall make the current Shelter SOP Manual available to Ennis and shall provide or make available material revisions within a reasonable time after adoption.

5.3 Operational Questions. Questions or conflicts concerning the application of a Shelter policy or SOP shall be promptly referred to the Shelter Director or designee for operational resolution, subject to applicable law and the terms of this Agreement.

ARTICLE VI
OPERATING COSTS AND COMPENSATION

6.1 Initial Operating Allocation

6.1.1 Initial Operating Allocation. For the first fiscal year of Shelter operations, Shared Operating Costs shall be allocated among the participating jurisdictions using the same percentages established for the initial Capital Project: thirty-four percent (34%) to Waxahachie, seventeen percent (17%) to Ennis, and forty-nine percent (49%) to Ellis County, unless otherwise mutually agreed in writing. Beginning with the second fiscal year of Shelter operations, Shared Operating Costs shall be allocated based upon Animal Intake in accordance with Sections 6.3 and 6.4. Ellis County's participation shall be governed by a separate interlocal agreement with Waxahachie.

6.2 Net Shared Operating Costs

6.2.1 Net Operating Cost. The Parties shall share the net cost of operating the Animal Shelter. Shelter-Generated Revenues shall be applied against Shared Operating Costs before the Parties' respective allocation percentages are applied.

6.2.2 Grants and Donations. Grants, donations, gifts, and other contributed funds shall not be treated as Shelter-Generated Revenues or automatically reduce a Party's operating

obligation unless the Parties expressly agree otherwise in writing or the terms of the funding require a particular application.

6.2.3 Field Animal Control Costs. The personnel and fleet or vehicle costs associated with each Party's field Animal Control operations are not Shared Operating Costs and shall remain the responsibility of the Party incurring those costs.

6.3 Annual Intake-Based Allocation

6.3.1 Annual Allocation. Following the initial fiscal year, each participating jurisdiction's proportionate share of Shared Operating Costs shall be determined annually based upon its percentage of total Animal Intake during the immediately preceding completed fiscal year, subject to the minimum participation requirement in Section 6.4.

6.3.2 Allocation Calculation. Each participating jurisdiction's Animal Intake shall be divided by the combined Animal Intake attributable to Waxahachie, Ennis, and Ellis County during the preceding fiscal year. The resulting percentages shall determine the respective operating cost allocations for the following fiscal year, subject to Section 6.4.

6.3.3 Prospective Application. The annual intake-based adjustment shall apply prospectively to the following fiscal year and shall not require retroactive reconciliation solely because actual intake differed from the percentage used for that year.

6.4 Annual Operating Allocation Adjustment. Each participating jurisdiction's share of Shared Operating Costs shall be adjusted annually based upon its percentage of total Animal Intake as provided in Section 6.3. However, no participating jurisdiction's operating cost allocation shall decrease by more than five (5) percentage points from its allocation for the preceding fiscal year, unless otherwise mutually agreed in writing by the participating jurisdictions.

If the intake-based allocation would result in a decrease exceeding five (5) percentage points for any participating jurisdiction, that jurisdiction's allocation shall be limited to a five (5) percentage point decrease. The remaining operating costs shall be allocated among the other participating jurisdictions in proportion to their respective Animal Intake percentages, provided that no participating jurisdiction's allocation shall fall below the minimum established by this Section. The resulting allocations shall total one hundred percent (100%).

6.5 Annual Budget and Rate Notice. Prior to issuing the annual budget and rate notice, Waxahachie shall present the proposed Shelter operating budget and anticipated cost allocations to the Participating Jurisdictions Subcommittee established under Section 8.3, allowing reasonable time for review, discussion, and recommendations.

No later than ninety (90) days prior to the end of each fiscal year, Waxahachie shall provide the City Manager of Ennis with written notice of Ennis's proposed proportionate share of Shared Operating Costs for the following fiscal year, together with the proposed Animal Shelter operating budget and the Animal Intake information used to calculate the proposed allocation.

Ennis shall have thirty (30) days from receipt of the notice to dispute the proposed rate by providing written notice to the Waxahachie City Manager and Animal Services Director identifying the basis for the dispute. If no written notice of dispute is received within such period, the proposed rate shall be considered accepted for the following fiscal year. If timely notice of dispute is received, the Parties shall work collaboratively and in good faith to resolve the dispute in sufficient time to allow any necessary amendments to the proposed budgets of either Party.

The Parties acknowledge that reasonable fluctuations in operating costs are anticipated from year to year. Any substantial change in Shelter programs, services, or operations that is anticipated to

increase total Shared Operating Costs by more than ten percent (10%) from the preceding fiscal year shall be discussed and mutually agreed upon by the Parties prior to implementation.

6.6 Billing and Payment. Ennis's annual proportionate share of Shared Operating Costs shall be billed in four (4) equal quarterly installments. The City shall submit an invoice to Ennis for each quarterly installment, and payment shall be due within thirty (30) days of receipt of the invoice.

6.7 Records. Waxahachie shall maintain records reasonably supporting Shared Operating Costs, Shelter-Generated Revenues, and Animal Intake allocations and shall make such records available to Ennis upon reasonable request.

ARTICLE VII
COMMUNITY CATS AND TRAP-NEUTER-RETURN

7.1 TNR Recognition. The Parties recognize Trap-Neuter-Return ("TNR") as a humane and accepted best practice for managing Community Cat and feral cat populations and reducing the number of such cats entering the Animal Shelter. The Parties further recognize that TNR is expressly recognized under Texas law as a nonlethal population-control practice.

7.2 TNR Practices. The Parties agree to support the implementation and continued development of TNR practices consistent with the Shelter's policies and SOPs. Under such practices, eligible Community Cats and feral cats may be humanely trapped, evaluated by a veterinarian, spayed or neutered, vaccinated or otherwise medically treated as appropriate, appropriately identified, and returned to the location from which they originated.

7.3 Previously Serviced Community Cats. Community Cats and feral cats that have previously been serviced through a TNR program and are otherwise healthy and appropriate for return shall not be accepted into the Shelter solely for purposes of removal from the community. Each Party and its Animal Control personnel shall follow the Shelter's policies and SOPs regarding the intake, treatment, return, and disposition of Community Cats and feral cats.

7.4 Exceptions for Shelter Intake. Nothing in this Article shall prevent the Shelter from accepting or providing appropriate care for a Community Cat or feral cat that is injured, ill, presents a public health or safety concern, or otherwise requires Shelter services in accordance with Shelter policies and applicable law.

ARTICLE VIII
REPORTING, RECORDS, AND COORDINATION

8.1 Monthly Reporting. The Shelter shall provide each participating jurisdiction with a monthly report identifying the number of Animal Intakes attributable to its jurisdiction and the outcomes of those animals. Reports shall be provided no later than the fifteenth (15th) day of each month for the immediately preceding month.

8.2 Annual Intake Reporting. Following each fiscal year, Waxahachie shall provide the participating jurisdictions with final Animal Intake totals attributable to each jurisdiction and the resulting allocation percentages to be used for the following fiscal year.

8.3 Animal Care Advisory Committee Representation and Participating Jurisdictions Subcommittee.

8.3.1 City Staff Representation. Ennis shall designate one City staff representative to serve as a voting member on Waxahachie's Animal Care Advisory Committee (ACAC) which shall have a total of 5 members. The City of Ennis representative shall comply with applicable law and the Committee's governing requirements. Other participating jurisdictions may designate representatives as provided in their respective agreements with Waxahachie.

8.3.2 Participating Jurisdictions Subcommittee. During the planning, design, and construction of the Animal Shelter, the representatives of the participating jurisdictions shall serve as a subcommittee of the ACAC. The subcommittee shall provide a forum for reviewing and discussing project design, construction progress, project costs, proposed operating rates, Shelter Standard Operating Procedures (SOPs), and other matters related to implementation of the participating jurisdictions' interlocal agreements. The subcommittee shall operate separately from the routine business of the ACAC and shall serve in an advisory capacity.

8.3.3 Ongoing Representation and Annual Budget Review. Following completion of construction, the designated representatives shall continue serving on the ACAC and its subcommittee. Waxahachie shall present the proposed annual Shelter operating budget and cost allocations to the subcommittee for review and recommendations before final approval. The Parties shall work collaboratively to address any concerns, recognizing that the approved budget establishes the shared operating costs for the following fiscal year. The subcommittee may also meet as needed to discuss matters affecting the participating jurisdictions.

8.3.4 Authority. The subcommittee shall serve in an advisory capacity and shall not have authority to approve expenditures, establish policies, direct Shelter personnel, or otherwise exercise operational or management authority over the Shelter. Final administrative and operational authority shall remain with Waxahachie, subject to the terms of this Agreement.

8.4 Administrative Coordination. The Parties may designate additional administrative representatives to meet as needed to review Shelter operations, budget matters, service levels, capital planning, and other matters affecting the shared animal services program.

ARTICLE IX
TEMPORARY INTAKE RESTRICTIONS OR SUSPENSION

9.1 Authority to Restrict or Suspend Intake. The City, as owner and operator of the Animal Shelter, may temporarily restrict, modify, or suspend animal intake when reasonably necessary to protect the health, safety, or welfare of animals, employees, or the public, or to maintain the safe and effective operation of the Shelter. This may include circumstances involving disease outbreaks, emergencies, significant overcapacity, large-scale animal seizures or intakes, staffing or facility limitations, or other extraordinary operational circumstances.

9.2 Consistent Application. Any restriction, modification, or suspension of intake shall be based upon operational circumstances and shall be applied consistently and without discrimination to all participating jurisdictions. The City shall not restrict or suspend intake from one participating jurisdiction while continuing comparable intake from another participating jurisdiction. Restrictions may apply to all animal intake or to specific species, intake types, or categories of animals when reasonably related to the circumstances requiring the restriction.

9.3 Notice and Restoration of Intake. The City shall notify Ennis as soon as reasonably practicable of any significant intake restriction or suspension and shall restore normal intake operations when the City determines that conditions reasonably allow.

ARTICLE X
COMPLAINTS AND PUBLIC COMMUNICATION

10.1 Complaints. Complaints concerning Shelter operations shall be directed to Waxahachie's Animal Services Director. Complaints concerning field Animal Control activities shall be directed to the Party responsible for the field response.

10.2 Public Information. The Parties shall cooperate in providing accurate public information concerning the shared animal services program and significant matters affecting both jurisdictions.

ARTICLE XI
LIABILITY AND IMMUNITY

11.1 Preservation of Immunity. Nothing herein shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to either Party under the Texas Tort Claims Act or other applicable law.

11.2 Responsibility for Acts and Omissions. Each Party shall be responsible, to the extent provided by law, for claims attributable to the acts or omissions of its own officers, employees, agents, or representatives. Neither Party assumes liability or responsibility for the acts or omissions of the other Party.

11.3 No Third-Party Beneficiaries. By entering into this Agreement, the Parties do not create any rights in persons or entities not signatories to this Agreement.

ARTICLE XII
DEFAULT

12.1 Notice and Opportunity to Cure. A Party asserting that the other Party is in material default shall provide written notice describing the alleged default and shall provide thirty (30) days to cure the default, or such additional time as is reasonably necessary if the default cannot reasonably be cured within thirty (30) days and the defaulting Party diligently pursues a cure.

12.2 Failure to Pay. Failure to timely pay an undisputed amount due under this Agreement shall constitute a material default if not cured following written notice.

ARTICLE XIII
TERMINATION AND NONRENEWAL

13.1 Termination During Initial Term. Ennis may not terminate this Agreement for convenience during design or construction of the Capital Project or during the Initial Term without the written agreement of Waxahachie, except as provided below.

Waxahachie may terminate this Agreement for convenience during the Initial Term only subject to the reimbursement requirements of Section 13.4. Notwithstanding the foregoing, all expenditures by the City to meet its obligations under this Agreement, are subject to the City's appropriation of funds for such payments in the budget year in which they are to be made, provided that the City shall use commercially reasonable efforts to appropriate such funds. Expenditures by the City under this Agreement shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution.

13.2 Nonrenewal Following Initial Term. Following the Initial Term, this Agreement shall automatically renew for successive five (5) year terms. Either Party may elect not to renew by providing written notice to the other Party not less than twelve (12) months prior to expiration of the then-current term.

13.3 Outstanding Financial Obligations. Termination or nonrenewal shall not relieve either Party of financial obligations incurred or committed before the effective date, including its proportionate share of authorized Capital Project costs and amounts due for services already provided.

13.4 Early Termination by Waxahachie. The Parties acknowledge that Ennis is making a substantial capital contribution toward the design and construction of the Animal Shelter in reliance upon the availability of Shelter services throughout the Initial Term. If Waxahachie elects to terminate this Agreement for convenience before expiration of the Initial Term, and such termination is not the result of a default or material breach by Ennis, Waxahachie shall reimburse Ennis for the unamortized portion of Ennis's original Capital Project contribution. For purposes of this Section, Ennis's original Capital Project contribution shall be amortized on a straight-line monthly basis over the two hundred forty (240) months of the Initial Term. The reimbursable amount shall equal Ennis's original Capital Project contribution multiplied by the number of full months remaining in the Initial Term divided by two hundred forty (240).

13.5 No Reimbursement or Ownership Interest. No reimbursement shall be due if Ennis elects to terminate the Agreement, if the Agreement is terminated as a result of Ennis's default or material breach, or following completion of the Initial Term. Except for the reimbursement expressly provided in Section 13.4, Ennis shall not be entitled to a refund of prior capital contributions or to any ownership interest, sale proceeds, equity, or other compensation associated with the land, Animal Shelter, permanent improvements, equipment, or other Shelter assets solely by reason of termination or expiration of this Agreement.

13.6 Transition of Services. The Parties shall cooperate in good faith to provide for an orderly transition of services following notice of termination or nonrenewal. Animals accepted into the Shelter before the effective date of termination or expiration may remain in the care and custody of Waxahachie through their final disposition in accordance with applicable law, Shelter policies, and SOPs. Costs associated with the continued care and disposition of such animals shall remain subject to the applicable operating cost allocation under this Agreement through the transition period, unless otherwise mutually agreed by the Parties.

ARTICLE XIV
MISCELLANEOUS

14.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the Parties and their lawful successors. This Agreement may not be assigned except by mutual written agreement of the Parties.

14.2 Relationship of Parties. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture, trust, or separate legal entity. Each Party shall remain individually responsible for its own covenants, obligations, and liabilities except as expressly provided herein.

14.3 Notices. Any notice required or permitted under this Agreement shall be in writing and delivered to the respective City Manager, or designee, at the official address of each Party. A Party may designate a different address or recipient for notices by written notice to the other Party.

14.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in a court of competent jurisdiction as provided by applicable law.

14.5 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

14.6 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

14.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

14.8 Captions. Captions and headings are for convenience only and do not alter the substance of this Agreement.

14.9 Amendment. This Agreement may be amended only by mutual written agreement of the Parties executed by their duly authorized representatives.

14.10 Survival. Obligations that by their nature extend beyond termination or expiration, including payment obligations, the reimbursement obligation in Section 13.4, and provisions concerning ownership and prior capital contributions, shall survive termination or expiration.

14.11 Force Majeure. A Party shall not be deemed in default to the extent performance is delayed, disrupted, or prevented by an event of Force Majeure for so long as the event reasonably affects performance.

14.12 Interlocal Agreement Representations. By execution of this Agreement, each Party represents that it is performing governmental functions or services it is authorized to perform; that execution has been properly authorized by its governing body; that payments will be made from current revenues available to the paying Party as required by law; and that payments for services or functions performed under this Agreement are intended to fairly compensate the performing Party.

14.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes prior oral or written understandings concerning the matters addressed herein, except for exhibits or written amendments incorporated into this Agreement.

APPENDIX – A
APPROVED CAPITAL BUDGET

EXECUTED on this _____ day of _____, 20____.

CITY OF WAXAHACHIE, TEXAS

By: _____

City Manager

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

EXECUTED on this _____ day of _____, 20____.

CITY OF ENNIS, TEXAS

By: _____

City Manager

ATTEST:

_____

City Secretary

APPROVED AS TO FORM:

_____

City Attorney

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, awarding 26-101-13 Automated Weather Observing System (AWOS III-PT) - Ennis Municipal Airport to DBT Transportation Services LLC in an amount not to exceed $180,000.00 plus allowable contingencies and authorizing the Mayor or City Manager to execute an agreement in connection therewith.

Meeting: ENNIS CITY COMMISSION - 20 Oct 2026

Department: Administration

Staff Contact: Andrea Weckmueller-Behringer, City Manager

BACKGROUND INFORMATION:

The City of Ennis is pursuing the installation of a new Automated Weather Observation System (AWOS III-PT) at the Ennis Municipal Airport (F41). This improvement project is supported by the Texas Department of Transportation (TxDOT) Aviation Division through a State-assisted Airport Development Grant (CSJ 24AWENNIS), under which the City will fund project expenses upfront and subsequently receive reimbursement for up to ninety (90) percent of eligible costs.

In connection thereto, the City issued a competitive solicitation for the installation of the AWOS III-PT, whose bid package was viewed 424 and downloaded 18 times. At the time the solicited bids were due, only one responsive proposal was received. Based on the review of the proposal, City staff determined that DBT Transportation Services LLC is a qualified firm and a leading provider for AWOS systems throughout the U.S., having installed over 1,000 AWOS systems nationwide, of which 90 are located within the State of Texas.

DBT Transportation Services LLC's proposed to undertake the City of Ennis project for a total cost of $180,000.00. The project includes procurement and installation of AWOS unit, tower, sensor suite, communications equipment, grounding and lightning protection, electrical service extension, telephone/data line installation, calibration, testing, and full integration with Federal Aviation Administration (FAA) and National Weather Service dissemination systems.

The AWOS III-PT will enhance airport operations by providing continuous, accurate meteorological information to pilots, airport users, and national weather networks, thereby improving safety and regulatory compliance. Once installed, commissioned, and operational, the AWOS III-PT will significantly improve the airport’s weather reporting capabilities and support the continued modernization and safe operation of Ennis Municipal Airport.

FINANCIAL IMPACT:

The ten percent (10%) grant matching funds in the amount of $18,000.00 will be drawn from the Airport Fund - Contract Services account: 312-407-44043

POLICY IMPLICATIONS:

Invest in resilient infrastructure and the provision of vital public services that enhance safety, community connectivity, and quality of life.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

RESOLUTION NO.-AWOS Installation Agreement - Pdf
Official_Bid_Form_&_Certification_DBT_Transportation_City_of_Ennis
Bidder_Qualification_Package_-_DBT_Transportation_Services
Automated_Weather_Observing_System_(AWOS_III-PT)_E2 80 93_Ennis_Municipal_Airport
AWOS_Bid_Documents
Ennis_FAA_FORM_7460_-_Notice_of_Proposed_Construction
E_Wage_Rates_SAM.gov
D_F41_Airport_Layout_Plan_Ennis_Municipal_2026_lr
USGS_Project_Location_Map
Sample_of_Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AWARDING 26-101-13 AUTOMATED WEATHER OBSERVING SYSTEM (AWOS III-PT) - ENNIS MUNICIPAL AIRPORT TO DBT TRANSPORTATION SERVICES LLC IN AN AMOUNT NOT TO EXCEED $180,000.00 PLUS ALLOWABLE CONTINGENCIES AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis solicited competitive bids for Solicitation 26-101-13 Automated Weather Observing System (AOWS III-PT) - Ennis Municipal Airport; and

WHEREAS, the City received one responsive proposal in response to the solicitation; and

WHEREAS, following the evaluation of the proposal, City staff determined that DBT Transportation Services LLC is a qualified firm and a leading provider for AWOS systems throughout the U.S.

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

SECTION 1: Solicitation 26-101-13 Automated Weather Observing System (AOWS III-PT) - Ennis Municipal Airport is awarded to DBT Transportation Services LLC in an amount not to exceed $180,000.00.

SECTION 2: The Mayor or City Manager are authorized to execute the agreement and any related documents thereto.

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 20th day of October, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

ENNIS
TEXAS
The bluebonnet spirit of Texas

Official Bid Form and Bidder Certification

Project Description: Installation of an Automated Weather Observation System III with Present Weather Sensor and Thunder Strike Alert (AWOS III PT). The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version, and FAA Order 6560-20B, or latest version).

Bid by: Name of Bidder: DBT Transportation Services

Address: 1065 National Drive Suite #1

Telephone: 303-330-7883 Fax: 720-940-3521

E-mail Address: Michael.Trosclair@adbsafegate.com

Signature: _____

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated within this bid.

Our total bid amount for this project is $180,000.00

TRANSPORTATION SERVICES

DBT Transportation Services

Proposal to the City of Ennis

AWOS Installation Project
Ennis Municipal Airport

RFB# 24AWENNIS

September 23, 2026

www.DBTTranServ.com

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Cover Letter

City of Ennis

107 N. Sherman St.

Ennis, TX 75119

Dear Mrs. Weckmueller-Behringer,

Thank you for the opportunity to provide a response to the City of Ennis's BID for the AWOS Installation Project at the Ennis Municipal Airport.

DBT Transportation Services LLC is registered in the State of Texas with a primary office located at 1065 National Drive, Suite 1, Sacramento, CA 95834. DBT Transportation Services has been a legal entity since April 22, 2016, providing and servicing AWOS throughout the US. DBT acquired All Weather Inc in 2017. DBT is now an ADB Safegate company, after being acquired at the end of December 2021.

We look forward to providing the AWOS equipment and service for this project, and to partner with the City of Ennis in supporting your Aviation needs.

Any questions or negotiation pertaining to this proposal can be addressed to Michael Trosclair, Sales Manager, via email mtrosclair@DBTtranserv.com or by phone 303-330-7883. I, Paul Rupp, am an officer at DBT Transportation Services LLC and have signing authority for all bids and contracts.

Sincerely,

Paul Rupp

CFO

844-343-8328

Paul.Rupp@adbsafegate.com

Scope of Work

DBT Transportation Services LLC understands the value that the FAA certified AWOS and airport personnel charged with aviation safety as well as for the pilots and aviation community. The airport equipment serves as informational tools to provide valuable, accurate, real-time information for safe daily flight operations at the Ennis Municipal Airport. Top quality systems with reliable equipment can minimize the life-cycle costs of these systems.

Equipment Being Provided:
DBT Transportation F1 Model AWOS III P/T System.

DBT will provide new FAA certified AWOS electronics and sensors. The AWOS system requires specific components in order to operate properly and meet certification requirements. DBT has noted in the bid pricing sheet what items are required to ensure a fully functional and certified AWOS.

Services Being Provided:

FAA NRA & NR Study Application Service.
FCC VHF & UHF License Applications.
Applicable permits and adherence to all federal, state and local codes.
Installation of AWOS Equipment & System Commissioning with the FAA.
Coordination with airport personnel and the FAA.
Site Acceptance Testing
2 Year Warranty, Maintenance and NADIN Weather Data.

DBT will calibrate and test the new AWOS to ensure it is fully functioning. We will coordinate with the FAA for the AWOS system commissioning.

Buy America Preference

The DBT Transportation F1 Model AWOS System meets the FAA Buy America Requirements.

Qualifications

DBT Transportation Services is the leading Maintenance provider for AWOS systems in the country, with an installed base of over 1,000 AWOS nationwide, including:

Texas	90 Systems
Kansas	31 Systems
Minnesota	80 Systems
Wisconsin	40 Systems
Virginia	48 Systems
Georgia	50 Systems
Illinois	37 Systems
Kentucky	21 Systems
North Carolina	43 Systems
Michigan	42 Systems

DBT Transportation Services is backed by a team of professionals with over 40 years of experience in AWOS installation, maintenance, and communications. DBT Transportation Services project managers and technicians have been involved in over 1000 AWOS installations nationwide.

DBT Transportation Services is the premier provider of NADIN communication services for AWOS, a service that we currently provide to nearly 50% of all the non-Federal AWOS in the United States.

DBT Transportation Services is a leading provider of AWOS maintenance services with over 650 maintenance sites nationwide. We offer customized AWOS maintenance programs and specialize in statewide programs aimed toward maximizing the value of each State's weather network. DBT Transportation Services currently manages AWOS maintenance programs for 5 state aviation departments.

DBT Airport Services

DBT's philosophy is that a well-managed, proactive maintenance program provides the best life- cycle management at a reasonable cost. We employ professionals that can diagnose issues with the AWOS system remotely, and ensure we have the right part for repair when our technicians are on site.

DBT technicians are FCC licensed, FAA approved, and manufacturer certified. Below is a list of our field technicians.

First Name	Last Name	FCC Cert.	Factory AWOS Cert.	FAA AWOS Cert.
Josh	Bohm	Y	Y	Y
David	Brumwell	Y	Y	Y
Travas	Burrows	Y	Y	Y
Greg	Earlenbaugh	Y	Y	Y
Jerrad	Fennern	Y	Y	Y
Brian	Findley	Y	Y	Y
Stan	Smith	Y	Y	Y
Tim	Miller	Y	Y	Y
Rosendo (JR)	Rosalez	Y	Y	Y
Lucas	Schultz	Y	Y	Y

References

Company Name	**South Carolina DOT, Division of Aviation**
Address	2553 Airport Boulevard, West Columbia, SC 29170
Contact Person	Gary Siegfried, Airports Program Manager
Phone No.	(803) 896-6898

Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide AWOS Maintenance Program

Company Name	**Iowa Department of Transportation**
Address	800 Lincoln Way, Ames, IA 50010
Contact Person	Michael Marr, Aeronautics Inspector
Phone No.	(515) 239-1468

Product(s) and/or Service(s) Used: Statewide AWOS Installation Program, Statewide AWOS Maintenance Program

Company Name	**County of Los Angeles**
Address	900 S Freemont, PO BOX 7508, Alhambra, CA 91802
Contact Person	Alvaro Escobedo, Airport Project Coordinator
Phone No.	(818) 896-5271

Product(s) and/or Service(s) Used: county AWOS Installation Program, County AWOS Maintenance Program

The provided references are a sampling of DBT experience. Additional references can be provided upon request.

DBT Current Projects Under Contract

Description and Location	Construction Cost	% Complete	Estimated Comp. Date
AWOS Installation, Picayune, MS	Confidential	100%	Completed June 2022
AWOS Installation, Denver City, TX	Confidential	100%	Completed February 2023
AWOS Installation, Waverly, OH	Confidential	100%	Completed April 2023

DBT Field Service Spare Parts List

Part Number	Quantity	Description
5190-F	1	RH/Temp Probe
M404802	1	A/C Power Interface
M404810	1	CDP PC Interface
M404848-02	1	Data Acqu. Power Supply
7150	1	Duel Baro/Pressure Sensor
M444021	1	Fan 12Volts DC
83395-00	1	Ceilometer Heater
11903	1	Battery Kit for DCP
M404804	1	PCB Assembly for DCP

DBT Financial Statement

DBT Transportation Services produces over six million dollars of annual gross revenue from service. The majority of annual service revenue is generated from AWOS equipment sales and airport maintenance services.

On January 1, 2022, ADB Safegate acquired DBT Transportation Services, which included All Weather Inc.

The financial statements are attached, with the financial condition of the companies estimated to be about the same at this time.

TRANSPORTATION SERVICES

Rosendo "J.R." Rosalez

Field Service Engineer

Professional Experience Summary

35 years' experience in field service, installation and repair of electronics and electrical systems.

2016- Present	Field Service Engineer, DBT Transportation Services LLC
2010-2016	Field Support Engineer, Vaisala, Inc.
2007-2009	Field Support Specialist, Quixote Transportation Technologies, Inc.
1981-2007	United States Air Force / Avionics Technician / Aircraft Maintenance Production Supervisor

Additional Skills

- Direct customer interaction and support of electronics and electrical equipment to include building and troubleshooting down to component level of AC/DC circuits.
- Comprehensive knowledge and usage of technical manuals, blueprints and schematics provide ability to troubleshoot, disassemble, repair and maintain complex electronics systems.
- Knowledgeable of the principles of electricity and formulas for Three Phase and Single Phase circuits.
- Experienced with DOS and Windows operating systems, computer programming and networking technologies.
- Qualified for tower climbing and maintenance and operation of hydraulic and aerial lift equipment.
- Proven ability to quickly resolve complex hardware/software and equipment malfunctions in a fast-paced high-stress environment under adverse weather conditions.

Academic Background

Associates Degree in Applied Science Avionics Systems Technology, United States Air Force Community College- University Of Maryland

Responsibilities with Vaisala, Inc.

- Install, maintain and repair of Vaisala, Nu-Metrics brand products, RWIS and AWOS stations
- Customer support for RWIS and AWOS stations
- Maintain a status report and provide to customer for DFW Intl Airport RWIS stations.
- Provide technical assistance to internal employees and sub-contractors.

2633 Crescent Drive, Suite A-1 | Lafayette, CO 80026 | 844-3GETDBT | CS@DBTTranServ.com | www.DBTTranServ.com

Cut Along This Line

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

General Radiotelephone Operator License

ROSALEZ, ROSENDO
3603 FIELDTHORNE CT
KATY, TX 77450

Licensee: This is your radio authorization in sizes suitable for your wallet and for framing. Carefully cut the documents along the lines as indicated and sign immediately upon receipt. They are not valid until signed.

The Commission suggests that the wallet size version be laminated (or another similar document protection process) after signing. The Commission has found, under certain circumstances, laser print is subject to displacement.

Cut Along This Line

FCC Registration Number (FRN): 0020662953

Special Conditions / Endorsements

This license confers authority to operate licensed radio stations in the Aviation, Marine and International Fixed Public Radio Services only. This license does not confer any authority to operate broadcast stations. It is not assignable or transferable. Refer to CFR Title 47 Section 13.7(c)(5).

Grant Date	Effective Date	Print Date	Expiration Date
03-07-2011	03-07-2011	03-08-2011	

File Number	Serial Number	Date of Birth
0004642844	PG00033232	12-17-1961

THIS LICENSE IS NOT TRANSFERABLE

(Licensee's Signature)

FCC 605-FRC - May 2007

Cut Along This Line

Cut Along This Line

Serial Number	Grant Date	Expiration Date	File Number	Print Date	Effective Date
PG00033232	03-07-2011		0004642844	03-08-2011	03-07-2011

Date of Birth 12-17-1961

FCC Registration Number (FRN) 0020662953

ROSALEZ, ROSENDO
3603 FIELDTHORNE CT
KATY, TX 77450

General Radiotelephone Operator License

FCC 605-FRC - May 2007

Fold Here

THIS LICENSE IS NOT TRANSFERABLE

Special Conditions / Endorsements:

This license confers authority to operate licensed radio stations in the Aviation, Marine and International Fixed Public Radio Services only. This license does not confer any authority to operate broadcast stations. It is not assignable or transferable. Refer to CFR Title 47 Section 13.7(c)(5).

(Licensee's Signature)

FEDERAL COMMUNICATIONS COMMISSION

Cut Along This Line

Cut Along This Line

TRANSPORTATION SERVICES

CERTIFICATE

This is to certify that

JR Rosalez

Has successfully completed the factory training program F1STA-046 as specified in FAA Advisory Circular 150/5220-16 and FAA Type Certification Letter for the

DBT F1STA AWOS

From 29-30 2023 June 2023

Sacramento, California USA, 14 July 2023

Nancy J Thomsen

Nancy Thomsen
Chief Operating Officer
DBT Transportation Services

Non-federal Program Exam Cover Sheet for Non-federally Employed Maintenance Technicians

EXAMINEE INFORMATION

Exam ID/Title:	DBT F1STA Exam	**Date:**	10-04-2023
Examinee Name:	Rosendo Rosalez	**Time:**	1515

EXAMINER INFORMATION

Examining Office Name:	HOU TSC	**Routing Code:**	WC22G

Examiner Name:	John Richards
Supervisor Name:	Clifford Wilson
Supervisor Title:	

SYSTEM INFORMATION

Manufacturer:	DBT		
Type:	AWOS 3PT	**Model:** F1STA	

Airport Name:	EBG South Texas International Airport
System on Airport? Y or N	
Location (City, State):	Edinburg, TX

EXAM RESULTS

Total No.:	15	**No. Correct:**	15	**% Correct:**	100
Total Time:	1 hour, 15 minutes	**Pass/Fail:**	Pass		

OPERATIONS SUPPORT STAFF

Training Specialist Name:		**Routing Code:**	

SIGNATURES

Examiner's Supervisor Signature/Date: _____

Examiner's Signature/Date: John D. Richards 10-05-2023

OSS Training Specialist Signature/Date: _____

TRANSPORTATION SERVICES

Lucas Schultz

Field Service Engineer

Contact Information

lucas.j.schultz@gmail.com
(512) 956-2966

Work Experience

DBT Transportation Services LLC, Lafayette, CO
Field Service Engineer
2016 - present
Highly skilled FAA and FCC certified technician. Capable of servicing ILS, DME, VOR's, AWOS and Control Tower systems.

Vaisala Inc., Louisville, CO
Field Service Engineer
08.2006 - 2016
Highly trustworthy self-starting remote individual with a large territory of coverage. Knowledgeable of multiple unique FAA certified equipment & FAA Orders involved with maintenance & installation.

United States Navy – Second Class Petty Officer
Aviation Ordnanceman
09.1999 – 09.2003
Hands on repairs and inspection of various electronic and mechanical aircraft components while self-learning from publications to complete each task.

Education

B.I.T. in Computer Systems – Summa Cum Laude
American InterContinental University
A.A. in Business Administration – With Honors
American InterContinental University

Certifications

General Radios Operators License (GROL)
FAA Automated Weather Observing System (AWOS)
FAA Non Directional Beacon (NDB)

2633 Crescent Drive, Suite A-1 | Lafayette, CO 80026 | 844-3GETDBT | CS@DBTTranServ.com | www.DBTTranServ.com

Non-federal Program Exam Cover Sheet for Non-federally Employed Maintenance Technicians

EXAMINEE INFORMATION

Exam ID/Title:	DBT F1 STA Exam	**Date:**	10-04-2023
Examinee Name:	Lucas Shultz	**Time:**	1345

EXAMINER INFORMATION

Examining Office Name:	HOU TSC	**Routing Code:**	WC22G

Examiner Name:	John Richards
Supervisor Name:	Clifford Wilson
Supervisor Title:	

SYSTEM INFORMATION

Manufacturer:	DBT		
Type:	AWOS 3 PT	**Model:**	F1 STA

Airport Name:	EBG South Texas International Airport
System on Airport? Y or N	Y
Location (City, State):	Edinburg, TX

EXAM RESULTS

Total No.:	15	**No. Correct:**	15	**% Correct:**	100
Total Time:	1 hour, 15 minutes	**Pass/Fail:**	Pass		

OPERATIONS SUPPORT STAFF

Training Specialist Name:		**Routing Code:**	

SIGNATURES

Examiner's Supervisor Signature/Date: _____

Examiner's Signature/Date: John D Richards 10-05-2023

OSS Training Specialist Signature/Date: _____

G.6.

Serial Number	Grant Date	Expiration Date	File Number	Print Date	Effective Date
PG00020117	11-21-2006		0002826214	11-22-2006	11-21-2006

Date of Birth	FCC Registration Number (FRN)
12-20-1980	0015757966

SCHULTZ, LUCAS J
2743 S HEIGHTS DR NW
COON RAPIDS MN 55433

General Radiotelephone Operator License

FCC 605-FRC April 2002

HERE

FOLD

THIS LICENSE IS NOT TRANSFERABLE.

SPECIAL CONDITIONS/ENDORSEMENTS:

This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c)5.

(Licensee's Signature)

FEDERAL COMMUNICATIONS COMMISSION

TRANSPORTATION SERVICES

CERTIFICATE

This is to certify that

Lucas Schultz

Has successfully completed the factory training program F1STA-046 as specified in FAA Advisory Circular 150/5220-16 and FAA Type Certification Letter for the

DBT F1STA AWOS

From 29-30 2023 June 2023

Sacramento, California USA, 14 July 2023

Nancy J Thomsen

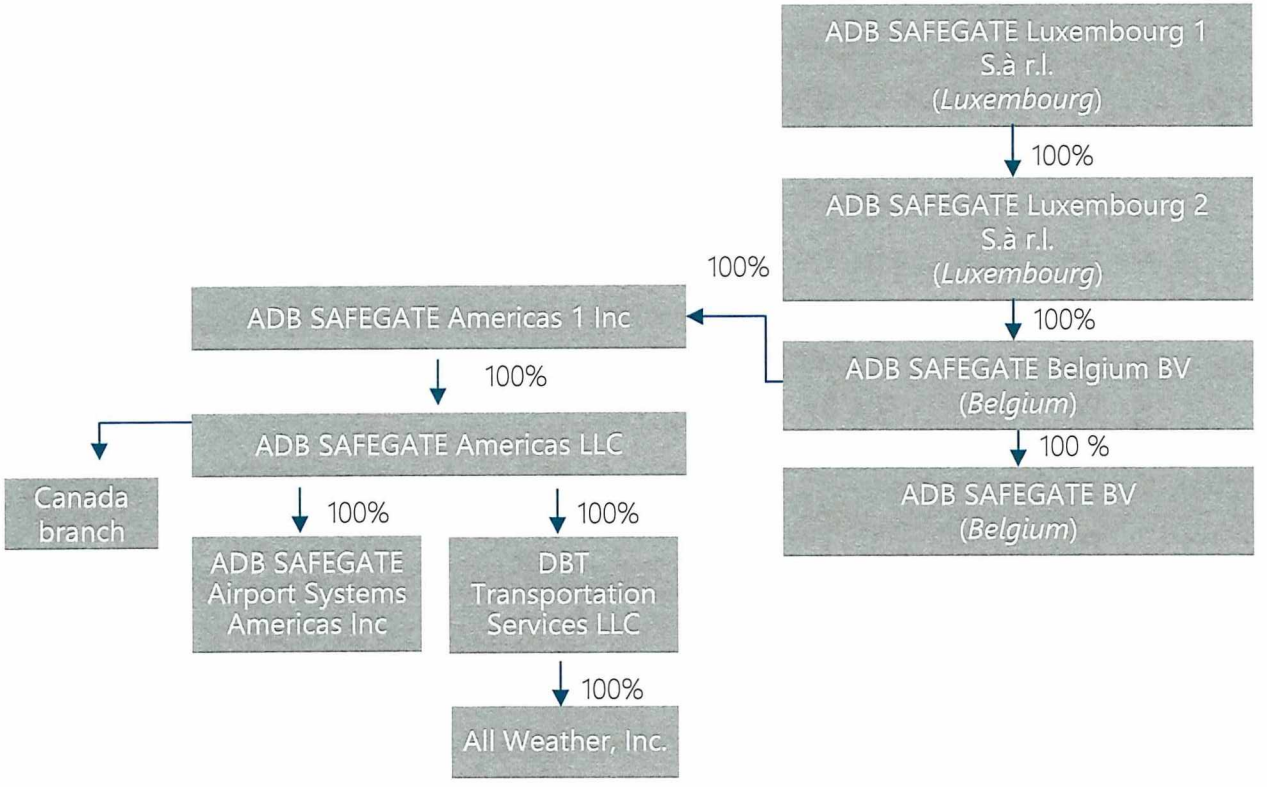
Nancy Thomsen
Chief Operating Officer
DBT Transportation Services

ADB SAFEGATE Structure Chart

certified on 17/07/2023

Nancy Van Campenhout
Legal and Compliance Director

Nancy Van Campenhout



ADB SAFEGATE

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2.01 Statement of Financial Position

ADB Safegate Americas LLC

in USD	**31/12/25**
Assets	
Fixed assets	***79,245,782***
Other non-current assets	***78,023,502***
Total non-current assets	***157,269,284***
Total current assets	***156,082,866***
Total assets	***313,352,150***
Equity	
Total equity attributable to the owners of the Company	***239,158,470***
Total equity	***239,158,470***
Liabilities	
Total non-current liabilities	***15,840,820***
Total current liabilities	***58,352,859***
Total liabilities	**74,193,679**
Total equity and liabilities	**313,352,150**

CONFIDENTIAL

The information contained herein is confidential and proprietary to ADB Safegate Americas LLC. It is submitted in response to this bid and is not to be disclosed, copied, or used except for evaluation purposes. This material is exempt from public disclosure under applicable laws, including the Freedom of Information Act (FOIA), and should not be released to third parties or the public without the express written consent of ADB Safegate Americas LLC.

2.01 Statement of Financial Position

DBT Transportation Services LLC

in USD	**31/12/25**
Assets	
Fixed assets	***29,043,102***
Total non-current assets	***29,043,102***
Total current assets	***20,383,103***
Total assets	***49,426,205***
Equity	
Total equity attributable to the owners of the Company	***45,258,483***
Total equity	***45,258,483***
Liabilities	
Total non-current liabilities	***340,272***
Total current liabilities	***3,827,449***
Total liabilities	**4,167,722**
Total equity and liabilities	**49,426,205**

CONFIDENTIAL

The information contained herein is confidential and proprietary to DBT Transportation Services LLC. It is submitted in response to this bid and is not to be disclosed, copied, or used except for evaluation purposes. This material is exempt from public disclosure under applicable laws, including the Freedom of Information Act (FOIA), and should not be released to third parties or the public without the express written consent of DBT Transportation Services LLC.

G.6.

DBTTRAN-01 DKATARIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
200 East Randolph
Chicago, IL 60601

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburgh	19445
INSURER B : The Charter Oak Fire Insurance Company	25615
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DBT Transportation Services, LLC
1065 National Dr
Suite 1
Sacramento, CA 95834

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	9750804	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BA-6S147283-26-91-G	7/29/2026	7/29/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Comp/Coll. Ded.	$ 1,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000	X	X	BE012948987	2/1/2026	2/1/2027	EACH OCCURRENCE	$ 9,000,000
							AGGREGATE	$ 9,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central Inc.

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AGENCY CUSTOMER ID: DBTTRAN-01 DKATARIA

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		DBT Transportation Services, LLC 1065 National Dr Suite 1 Sacramento, CA 95834 Sacramento
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

26-27 Aviation Liability
Policy Number: USA000159260
Policy Term: 02/01/2026 to 02/01/2027
U/W Company: Allianz Global Corporate & Specialty
Aggregate Limit: $25,000,000
Each Occurrence: $25,000,000
Prod. & Comp. Ops Limit: $25,000,000

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G.6. ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Accretive Global Risk Advisors, LLC
dba Libertate Insurance Services
20 N. Orange Avenue, Suite 500
Orlando, FL 32801
www.libertateins.com

CONTACT NAME: Engage PEO Certificate of Insurance Dept.
PHONE (A/C, No, Ext): 727-565-2950 **FAX (A/C, No):** 833-281-6731
E-MAIL ADDRESS: wcpolicy@engagepeo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Insurance Company	23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The S2 HR Group, LLC dba Engage PEO (A PEO)
DBT Transportation Services LLC (a client of PEO)
4211 W. Boy Scout Blvd., Suite 500
Tampa FL 33607

COVERAGES **CERTIFICATE NUMBER:** 91772734 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC021807274	7/29/2026	1/1/2027	✓ PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided to the leased employees of, but not the subcontractors of, The S2 HR Group, LLC dba Engage PEO (A PEO)
DBT Transportation Services LLC (a client of PEO)

CERTIFICATE HOLDER
230010
This is for Informational Purposes

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul R. Hughes

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Accretive Global Risk Advisors, LLC	The S2 HR Group, LLC dba Engage PEO (A PEO) DBT Transportation Services LLC (a client of PEO) 4211 W. Boy Scout Blvd., Suite 500 Tampa FL 33607
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: This is for Informational Purposes

ADDRESS:

2655 CRESCENT DR, SUITE A-1 LAFAYETTE CO 800260000 WC021807250 New Hampshire Insurance Company
7101 NORTHLAND CIR, STE 115 BROOKLYN PARK MN 554280000 WC019358537 New Hampshire Insurance Company
1500 CITY WEST BLVD, SUITE 550 HOUSTON TX 770420000 WC021807274 New Hampshire Insurance Company
2380 WYCLIFF ST, SUITE B102 SAINT PAUL MN 551140000 WC019358537 New Hampshire Insurance Company
1065 NATIONAL DR, SUITE 1 SACRAMENTO CA 958340000 WC019358535 American Home Assurance Company
2521 E MTN VILLAGE DR, STE B WASILLA AK 996540000 WC021807247 New Hampshire Insurance Company
4230 N CAMINO FERREO Tucson AZ 857500000 WC019358533 New Hampshire Insurance Company
918 Eaton CourT LAKE VILLA IL 600460000 WC021807259 New Hampshire Insurance Company
365 Adams St RACELAND LA 703940000 WC019358536 New Hampshire Insurance Company
38757 BrookeDale Way Murrieta CA 925630000 WC019358535 American Home Assurance Company
1281 SOUTH ULSTER STREET Denver CO 802310000 WC021807250 New Hampshire Insurance Company
99 Richard May Rd, FOREST MS 390740000 WC021807266 New Hampshire Insurance Company
792 Hop River Rd Bolton CT 060430000 WC021807251 New Hampshire Insurance Company
2814 IRMA LAKE DR West Palm Beach FL 334110000 WC021807254 Illinois National Insurance Co
90 Daniel Avenue SE Atlanta GA 303170000 WC021807255 New Hampshire Insurance Company
305 S VINE ST Hartford IA 501180000 WC021807257 New Hampshire Insurance Company
145 South Windham Lane Bloomingdale IL 601080000 WC021807259 New Hampshire Insurance Company
11837 S Magoun Drive St John IN 463730000 WC021807260 New Hampshire Insurance Company
423 Highway 466 apt 6107 LADY LAKE FL 321590000 WC021807254 Illinois National Insurance Co
2420 E 27th Ave ANCHORAGE AK 995080000 WC021807247 New Hampshire Insurance Company
210 LONG PLANTATION BLVD APT E Lafayette LA 705080000 WC019358536 New Hampshire Insurance Company
9628 Belle Place Cir MAURICE LA 705550000 WC019358536 New Hampshire Insurance Company
31291 CARIOCA RD Delmar MD 218750000 WC021807262 New Hampshire Insurance Company
902 LAKE RIDGE DRIVE Woodbury MN 551290000 WC019358537 New Hampshire Insurance Company
525 SLOAN LANE WEST GLACIER MT 599360000 WC019358538 New Hampshire Insurance Company
417 Everland Pkwy Angier NC 275010000 WC019358539 New Hampshire Insurance Company
1105 ROUSSEAU CT Papillion NE 680460000 WC021807267 New Hampshire Insurance Company
4484 Stardust Moon Avenue North Las Vegas NV 890840000 WC019358540 New Hampshire Insurance Company
500 W 54th St, Apt 2412 New York NY 100360000 WC019358541 New Hampshire Insurance Company
1965 Belmont Avenue Fort Worth TX 761640000 WC021807274 New Hampshire Insurance Company
1201 Mill Reef Ct Sandston VA 231500000 WC021807275 New Hampshire Insurance Company

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This certificate cancels and supersedes ALL previously issued certificates.

The Hartford Insurance Group, Inc.

The Hartford

September 22, 2026

City of Ennis
107 N Sherman St
Ennis, TX 75119

RE: DBT Transportation Services, LLC
Automated Weather Observing System (AWOS) Project No.: 24AWENNIS
Ennis Municipal Airport, Ennis, TX

To Whom it May Concern,

The Hartford, through its operating entities, has issued surety bonds to DBT Transportation Services, LLC since 2016, during which time we have favorably considered projects up to $250,000 single and $3,000,000 aggregate. Our experience with DBT Transportation Services, LLC has been excellent, and we highly recommend them to you.

As surety for DBT Transportation Services, LLC, The Hartford will favorably consider providing a 100% Performance Bond and a 100% Payment Bond for the above captioned project, provided a contract is awarded to, and executed by DBT Transportation Services, LLC.

Please understand that any arrangement for any bonds is a matter between DBT Transportation Services, LLC and Hartford Fire Insurance Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of bonds for the referenced project.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Melissa Bromley

Melissa Bromley, Commercial Surety Underwriter
The Hartford

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Mike Monroney
Aeronautical Center

P. O. Box 25082
Oklahoma City, OK 73125

June 13, 2023

Nancy Thomsen
DBT Transportation Services LLC
1500 City West Blvd. Suite 550
Houston, Texas 77042

Subject: ECP P501263, Release and Certification of F1STA AWOS, Approval.

References: DBT Transportation Services LLC, ECP P501263, Release and Certification of F1STA AWOS, letter & submittal dated, May 17, 2023.

Advisory Circular 150/5220-16E, Change 1, Automated Weather Observing Systems (AWOS) for Non-Federal Applications, dated January 31, 2019.

Dear Nancy Thomsen:

The Federal Aviation Administration (FAA) has reviewed the subject submission (first reference) requesting FAA approval of this class I ECP. This review was performed in accordance with the criteria found in advisory circular 150/5220-16E, Change 1 (second reference).

Based on the information provided in the referenced ECP, the non-Federal AWOS criteria allocated to this ECP have been satisfactorily addressed.

The documents contained in the following letter (first reference) are hereby approved for use in accordance with advisory circular 150/5220-16E, Change 1 (second reference):

> DBT Transportation Services LLC, ECP P501263, Release and Certification of F1STA AWOS, letter & submittal dated May 17, 2023.

Should you have questions relative to this letter, please contact Stanley Reisman at 405-954-1252.

Sincerely,

Bettie Loudenslager

Bettie Loudenslager,
Manager, Weather Systems Processor and Sensors Team

cc: Natashia Jones, AJW-121
Michael Schoen, AJW-121

ENNIS
TEXAS

CITY OF ENNIS

Invitation to Bid

Proposal Reference Number: 26-101-13

Project Title: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS III-PT) – ENNIS MUNICIPAL AIRPORT

Proposal Closing Date: 1:00 pm, September 23, 2026

TABLE OF CONTENTS

Advertisement

Scope

Invitation To Bid

Special Conditions

Proposal

Attachments:

A - AWOS Bid Documents

B - Bid Signature

C - Ennis FAA FORM 7460 - Notice of Proposed Construction

D - F41 Airport Layout Plan Ennis Municipal 2026

E - Wage Rates SAM.gov

F - USGS Project Location Map

G - Google Earth Map

H - Sample of Agreement

Advertisement

The City of Ennis (City) will receive bids for 26-101-13 Automated Weather Observing System (AWOS III-PT) – Ennis Municipal Airport.
Specifications can be found at https://procurement.opengov.com/portal/ennistx.
Bids will be received until 1:00 pm Wednesday, September 23, 2026.
Sealed proposals/bids shall be submitted online at https://procurement.opengov.com/portal/ennistx.
All questions shall be fielded online at https://procurement.opengov.com/portal/ennistx.
Hard copy submissions will not be accepted
Bids will be opened at 107 N Sherman St., Ennis, TX 75119, Wednesday, September 23, 2026 1:00 pm.

City of Ennis
By: Katrinia Roberson
Title: Senior Purchasing Manager

Bid Release Date:	August 23, 2026
Optional Tour of City Facilities:	Upon Request
Deadline for Submittal of Questions:	September 11, 2026, 5:00pm
Sealed Bids Due to the City:	September 23, 2026, 1:00pm
Publication Date 1:	08/30/2026
Publication Date 2:	09/06/2026

Scope

Scope of Services

Please see and review the AWOS Bid document attached!

Procurement & Bidding Requirements

- Prepare AWOS bid documents using the TxDOT-provided templates
- Include City contact information, bid access instructions, and required wage rates
- Attach the Airport Layout Plan (ALP) to the bid specifications
- Establish and include a HUB goal (may be 0%)
- Advertise the project in a local newspaper for two (2) consecutive weeks
- Hold bid opening at least 21 calendar days after the first advertisement date
- Distribute bid opportunity to AWOS vendors included in TxDOT's vendor list
- Make bid documents accessible on City website or by email request
- Bid Administration
  - Receive contractor bids and prepare bid tabulation
  - Issue the selected vendor the Award Letter after TxDOT Commission approval
  - Execute construction contract with the awarded vendor
  - Obtain and verify Performance and Payment Bonds
  - Issue the Notice to Proceed (NTP) once all requirements are met

Project Summary

The City of Ennis is undertaking the installation of a new Automated Weather Observation System (AWOS III-PT) at the Ennis Municipal Airport (F41). This improvement project is supported by the Texas Department of Transportation (TxDOT) Aviation Division through a State-Assisted Airport Development Grant (CSJ 24AWENNIS), under which the City will fund project expenses upfront and subsequently receive reimbursement for up to ninety (90) percent of eligible costs.

The AWOS III-PT will enhance airport operations by providing continuous, accurate meteorological information to pilots, airport users, and national weather networks, thereby improving safety and regulatory compliance. The project includes procurement and installation of AWOS unit, tower, sensor suite, communications equipment, grounding and lightning protection, electrical service extension, telephone/data line installation, calibration, testing, and full integration with Federal Aviation Administration (FAA) and National Weather Service dissemination systems.

Environmental compliance has been completed through a TxDOT-issued Categorical Exclusion (CATEX). FAA Form 7460 has been submitted for the proposed AWOS tower, and the FAA has initiated Obstruction Evaluation Case No. 2026-ASW-11-NR. In accordance with FAA requirements, the City must obtain a VHF frequency through the WEBFCR system, secure an NGT number, and apply for an FCC license before FAA will issue final project approval.

All work associated with the AWOS installation will comply with FAA Advisory Circular 150/5220-16, FAA Order 6560-20B, the TxDOT grant agreement, and all applicable FAA approvals. The City will provide continuous electrical power and a telephone/data line to the AWOS site and will be responsible for ongoing NADIN data transmission fees for the life of the

system.

Once installed, commissioned, and operational, the AWOS III-PT will significantly improve the airport's weather reporting capabilities and support the continued modernization and safe operation of Ennis Municipal Airport.

Scope of Work

A. **General Description**

The City of Ennis seeks qualified contractors to furnish all labor, materials, equipment, tools, transportation, and services necessary to procure, install, and commission a complete and operational Automated Weather Observation System (AWOS III-PT) at Ennis Municipal Airport (F41). The completed system shall meet all applicable FAA and TxDOT requirements and provide continuous, accurate meteorological data for aviation use.

B. **Applicable Standards and Regulatory Requirements**

All work must conform to the latest applicable standards, including but not limited to:

- FAA Advisory Circular 150/5220-16, "Automated Weather Observing Systems (AWOS)"
- FAA Order 6560-20B, "AWOS Requirements"
- FAA Obstruction Evaluation determination under Case No. 2026-ASW-11-NR
- FAA Form 7460-1 and associated approvals
- TxDOT Aviation Division grant requirements under CSJ 24AWENNIS
- Environmental compliance established through TxDOT-issued Categorical exclusion (CATEX)
- Applicable federal, state, and local codes governing electrical, structural, and safety work

C. **Contractor Responsibilities**

The Contractor shall provide a complete, turnkey AWOS III-PT installation including, but not limited to:

1. Equipment Procurement
   - Furnish the AWOS III-PT unit and all associated components, including sensors, processors, control modules, communication interfaces, mounting equipment, data lines, tower structure, grounding equipment, and lightning protection.

2. Site Preparation and Installation
   - Construct tower foundation and install AWOS tower at the FAA-approved coordinates and elevation.
   - Install all sensors in accordance with manufacturer specifications and FAA siting requirements.
   - Install and secure all cabling, conduit, mounts, junction boxes, enclosures, and hardware.
   - Install grounding and lightning protection systems.

3. Electrical and Communication Services
   - Coordinate with the City regarding availability of electrical power and telephone/data service.
   - Integrate AWOS hardware with City-provided power and communication lines.
   - Perform all electrical work in compliance with applicable codes.

4. System Configuration and Integration
   - Configure and calibrate the AWOS III-PT system.
   - Conduct all functional testing required to ensure compliance with FAA performance standards.
   - Ensure integration with FAA, National Weather Service (NWS), and National Weather Telecommunications Gateway (NWSTG) dissemination systems.

5. Training and Documentation
   - Provide on-site operational and maintenance training to City personnel.
   - Furnish all required documentation, including operating manuals, maintenance recommendations, warranty information, and as-built drawings.

I. **City of Ennis Responsibilities**

The City will:
- Provide electrical power and telephone/data line to the AWOS cabinet location.
- Coordinate site access and ensure utilities are available.
- Perform administrative tasks required under the TxDOT grant, including invoice payment and reimbursement submissions.
- Assume responsibility for ongoing NADIN data transmission fees for the life of the AWOS system.

J. **Submittal Requirements**

The Contractor shall submit the following:
- Product data and technical specifications for all equipment.
- Shop drawings showing equipment layout, tower design, sensor placement, cabling, and grounding.
- Detailed installation schedule identifying major tasks and milestones.
- Testing results, calibration reports, and integration documentation.
- Final closeout materials including warranties, manuals, and as-built drawings.

K. **Testing Acceptance**

The Contractor shall fully test the AWOS system to verify performance, accuracy, communication capability, and compliance with FAA standards.

Final acceptance will occur after:
- Completion of all installation work;
- Successful system calibration and testing;
- Demonstration of full operational capability and data transmission;
- Delivery of all required documentation.

L. **Project Schedule**

Work shall commence upon issuance of the Notice to Proceed by the City of Ennis. The Contractor shall submit a project schedule within ten (10) days of contract execution and shall adhere to agreed-upon milestones.

M. **Contractor Qualifications**
Contractors shall demonstrate;

- Proven experience installing AWOS III or AWOS III-PT systems at public-use airports;
- Knowledge of FAA and TxDOT aviation equipment requirements;
- Adequate staffing, equipment, and financial capacity to fulfill contract obligations;
- Compliance with all federal and state contractor eligibility requirements.

N. **Payment Terms**
This project is funded through a TxDOT Aviation Division reimbursement grant. The City will pay Contractor invoices directly. The Contractor shall submit itemized invoices consistent with the contract documents. No direct billing to TxDOT is permitted.

O. **Warranty and Maintenance Requirements**
The Contractor shall provide manufacturer and installation warranties covering AWOS equipment, workmanship, and performance. Warranty periods shall meet or exceed FAA and TxDOT minimum requirements.

Key Events Schedule

Bid Release Date:	August 23, 2026
Optional Tour of City Facilities:	Upon Request
Deadline for Submittal of Questions:	September 11, 2026, 5:00pm
Sealed Bids Due to the City:	September 23, 2026, 1:00pm
Publication Date 1:	08/30/2026
Publication Date 2:	09/06/2026

*No Pre-Bid Meeting will take place. However, it is strongly encouraged that potential proposers should familiarize themselves with the locations and proposal requirements prior to submission of a bid.

Invitation To Bid

Introduction

A. Project Overview: The City of Ennis is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Scope of Services.
B. Contract parties: The City of Ennis, may herein be referred to as "the City." The person or company responding to the solicitation may herein be referred to as the "Proposer."
C. Questions: Following are contacts for questions as identified.
    i. ITB Clarifications/Questions/Inquiries: All questions related to requirements or processes of this ITB should be submitted through the Question & Answers section of OpenGov.
    ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum posted to City's OpenGov portal. All such addenda issued by City prior to the submittal deadline shall be considered part of the ITB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
    iii. Acknowledgment of Addenda: The Proposer shall acknowledge all addenda as part of their Proposal.
D. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ). The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
F. Form 1295 Certificate of Interested Parties: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission web page (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Proposals are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take

reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

ITB Withdrawals and/or Amendments

A. ITB Withdrawal: The City reserves the right to withdraw this ITB for any reason.
B. ITB Amendments: The City reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

Proposal Submittal Requirements

A. Submittal Packet – Required Content: All bids must be electronically submitted through OpenGov.
B. Submittal Deadline: The deadline for submittal of bids shall be as identified in the timeline for this project. It is the Bidder's responsibility to submit their Bid before 1:00 pm on Wednesday, September 23, 2026. No extensions will be granted and no late submissions will be accepted.
C. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
D. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

Contract Terms and Conditions

Delivery of Products and/or Services

A. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
B. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
C. Title to Goods and Risk of Loss: For goods to be provided by Bidder hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

Miscellaneous

A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer- employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
C. Liens: Bidder shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this ITB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or scope on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
H. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

Financial Responsibility Provisions

A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
    i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
    ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
    iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.
B. **Indemnification: Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Commission members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**
C. **Bond Requirements:** Upon receipt of the written Notice of Award, the successful Bidder shall, within fourteen (14) calendar days, execute the formal contract agreement and furnish the following bonds. Each bond shall be executed by a surety company authorized to execute surety bonds under the laws of the State of Texas and acceptable to the City:
    i. **Performance Bond:** A Performance Bond in the amount of one hundred

percent (100%) of the total contract price, guaranteeing the full, faithful, and timely performance of all obligations required under the contract documents.
ii. **Payment Bond:** A Payment Bond in the amount of one hundred percent (100%) of the total contract price, guaranteeing the prompt payment of all persons and entities furnishing labor, materials, equipment, or services in connection with the Project.

The successful Bidder shall not commence work until the contract has been executed, the required bonds have been received and accepted by the City, and the City has issued a written Notice to Proceed.

Proposal Evaluation and Contract Award

A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all bids to determine which Bid provides the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price option, the reputation of the Bidder and of the Bidder's goods or services; the quality and design of the Bidder's goods or service, the extent to which the goods and service meet the municipality's needs; the past relationship with the municipality, the total long-term cost to the municipality to acquire the Bidder's goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. Should the City award this contract, it shall award it to the responsible Bidder whose bid is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the ITB.
B. Completeness: If the Bid is incomplete or otherwise fails to conform to the requirements of the ITB, City alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Bid may be considered for award.
C. Ambiguity: Any ambiguity in the Bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard ITB requirements and details provided in the "Scope of Services" or "Proposal" sections of this ITB, the ITB Section shall prevail.
D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
E. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this ITB.
F. Partial Contract Award: City reserves the right to award one or more contracts for some or all the requirements bid or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this ITB, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City. The City may also designate a secondary and/or tertiary awardee to ensure coverage in the event the primary vendor is unable to fulfill the requirements.
G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Ennis for cause:
    i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
    ii. The successful Proposer violates any of the provisions of these specifications; or
    iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
    iv. The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.

v. If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the City of Ennis may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi. When the contract has been so terminated by the City of Ennis, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

- NONE

Proposal

Bidder Qualifications Statements*
Upload the Bidder's complete qualification package required by General Provision 20-02, Prequalification of Bidders, and the Bidder Qualifications section of this solicitation.
The qualification package must include:

A. Evidence of experience and competency performing comparable AWOS projects;
B. A list of similar projects previously completed;
C. A list of projects currently in progress and the percentage completed;
D. A list of equipment available for the Project;
E. Identification and qualifications of key personnel;
F. Evidence of financial responsibility required by the solicitation;
G. Evidence of current insurance coverage;
H. Evidence of sufficient bonding capacity to furnish the required Performance Bond and Payment Bond; and
I. FAA certification for the proposed AWOS III-PT system.

The documents should be combined and uploaded as a single PDF titled "Bidder Qualification Package – [Company Name]." Failure to submit the required qualification information may result in the bid being declared nonresponsive or the Bidder being determined not responsible.
*Response required

Qualification Acknowledgment*
The Bidder certifies that it has uploaded its complete qualification statements as required by General Provision 20-02, Prequalification of Bidders, and the Bidder Qualifications section of this solicitation. By confirming below, the Bidder acknowledges that failure to provide all required qualification information may result in the bid being declared nonresponsive or the Bidder being determined not responsible.
☐ Please confirm

*Response required

Contract Release*
In the past 5 years have you ever been released from a contract with or without cause? If so please provide the company's name, project name and a good contact number for the project lead.
*Response required

Texas Resident Certification*
In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of [Your City Name] is required to give preference to Texas Resident Proposers. This preference applies to the extent that a Texas Resident Proposer would need to underbid a Nonresident Proposer to obtain a comparable contract in the state where the Nonresident's principal place of business is located.
To comply with this requirement, all Proposers must certify whether they are a Texas Resident Proposer or a Nonresident Proposer. Failure to provide this certification on the provided response forms will result in disqualification of the Proposal.
☐ The Proposer certifies that their principal place of business is located within the State of Texas.
☐ The Proposer certifies that their principal place of business is located outside the State of Texas.
*Response required

Trade Secrets and/or Confidential Information*
Does your proposal contain trade secrets and/or confidential information?
☐ Yes

☐ No

*Response required

When equals "Yes"
Trade Secrets and/or Confidential Information*
Please upload documentation describing such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

*Response required

Bonding Capacity*
The Bidder shall submit a letter from its surety company or authorized surety agent confirming that the Bidder has sufficient bonding capacity to furnish a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the total contract price.
The letter must identify the Bidder, be issued by a surety authorized to conduct business in the State of Texas, and state the Bidder's current single-project bonding capacity or otherwise confirm that the Bidder has sufficient capacity for this Project.
The bonding-capacity letter is evidence of the Bidder's qualifications and is not a substitute for the required two percent (2%) bid security. The successful Bidder must furnish the actual Performance Bond and Payment Bond within fourteen (14) calendar days after receipt of the written Notice of Award. Failure to provide satisfactory evidence of bonding capacity may result in the bid being declared nonresponsive or the Bidder being determined not responsible.
*Response required

TxDOT GENERAL CONSTRUCTION CONTRACT PROVISIONS*
Bidder certifies and attests that it has obtained, reviewed, and understands the Texas Department of Transportation Aviation Division General Construction Contract Provisions, Volume dated February 2013, available from TxDOT at:
https://www.txdot.gov/business/aviation/aviation-general-construction-provisions.html
The Bidder acknowledges that these provisions are incorporated into this solicitation and any resulting contract by reference. The Bidder agrees to comply with all applicable requirements contained therein, together with the latest applicable versions of all referenced Federal Aviation Administration Advisory Circulars.
The Bidder further acknowledges that it is solely responsible for obtaining and reviewing these provisions before submitting its bid. Failure to review the referenced provisions shall not relieve the Bidder or awarded Contractor of any obligation imposed by the solicitation or resulting contract.
☐ Please confirm

*Response required

VERIFICATION REGARDING ENERGY COMPANY BOYCOTTS*
To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant 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 Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
☐ Please confirm

*Response required

VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITY OR TRADE ASSOCIATION*

To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least $100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

1. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
2. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

☐ Please confirm

*Response required

CERTIFICATIONS REGARDING TERRORIST ORGANIZATIONS AND BOYCOTT OF ISRAEL*

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Consultant hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Consultant and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing certification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

☐ Please confirm

*Response required

CERTIFICATION REGARDING CRITICAL INFRASTRUCTURE*
Consultant hereby certifies that it will not be granted direct or remote access to, or control of, critical infrastructure, as defined by Section 2275.0101(2), Texas Government Code, in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access, as defined in Section 2275.010(3).

The foregoing certification is made solely to comply with Chapter 2275, Texas Government Code, as amended.
☐ Please confirm

*Response required

Form CIQ*
Please download the below documents, complete, and upload.
- Form_CIQ.pdf

*Response required

Form 1295 Certification*
Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.
*Response required

Confidentiality/Non-Disclosure Agreement*
Upload your recommended confidentiality and non-disclosure agreement here. The terms of this agreement will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the City from the unauthorized release of information maintained in the city in locations where Proposer may have access. All such proposed agreements shall be subject to approval by the City Attorney.
*Response required

Additional Information (if needed)
For any additional information requested or required by any of your provided answers please upload that additional documentation here.

Bidder Authorization*
Bidder confirms that the individual submitting this Bid is duly authorized to execute it in its entirety and, upon award by the City of Ennis, agrees that the Bid and all incorporated terms and conditions shall constitute a binding contract between the Bidder and the City.
☐ Please confirm

*Response required

Official Bid Form and Bidder Certification*
Project Description: Installation of an Automated Weather Observation System III with Present Weather Sensor and Thunder Strike Alert (AWOS III PT). The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version, and FAA Order 6560-20B, or latest version).

Pursuant to the foregoing Instruction to Bidders, the undersigned bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the project hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and supplies to complete all the work upon which is bid in accordance with the contract documents, within the time set forth and at the prices stated within this bid.

https://acrobat.adobe.com/id/urn:aaid:sc:US:2ea8767d-7842-468f-b77f-f20d0817367b

*Response required

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR AUTOMATED WEATHER OBSERVING SYSTEM (AWOS)

For Ennis Municipal Airport
Ennis, Texas
Project No.: 24AWENNIS

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Ennis Municipal Airport
TxDOT CSJ 24AWENNIS

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NOTICE TO BIDDERS
Automated Weather Observation System

Sealed bids are requested for the Installation of an Automated Weather Observation System III with Present Weather Sensor and Thunder Strike Alert (AWOS III PT). The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version, and FAA Order 6560-20B, or latest version). Bids must be submitted through OpenGov no later than **1:00 PM Central Time on Wednesday, September 23, 2026**, at which time the bids will be publicly opened and read aloud. Late bids will not be accepted by the OpenGov system. Bids submitted by email, mail, hand delivery, facsimile, or any method other than OpenGov will not be accepted. Any bid received after closing time will be returned unopened.

In general, the Aviation Construction work consists of: Installation of an Automated Weather Observation System III with Present Weather Sensor and Thunder Strike Alert (AWOS III PT). The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, or latest version, and FAA Order 6560-20B, or latest version).

Bidding documents may be examined and downloaded through the City of Ennis OpenGov Procurement portal at [INSERT OPENGOV PROJECT LINK]. Vendors must register with OpenGov to access the solicitation documents, receive notifications and addenda, submit questions, and electronically submit a bid. There is no charge to register or submit a response through OpenGov.

All questions concerning the bid documents or technical specifications must be submitted through the OpenGov Procurement portal no later than **September 11, 2026, 5:00 PM Central Time**. Questions submitted by email or telephone will not receive an official response. Any changes or clarifications affecting the solicitation will be issued by written addendum through OpenGov.

Minimum wage rates have been predetermined as required by law and are set forth in the specifications.

Cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank") in the amount of two percent (2%) of the total bid price stated in the bid, made payable without recourse to the Owner or a bid bond in the same amount from a reliable corporate surety authorized to do business in the State of Texas and acceptable to the Owner, must accompany each bid as a guarantee that the bidder, if successful, will enter into a contract, and make bond in accordance with the requirements of the specifications. The Owner reserves the right to retain any check, bank money order or bank draft as liquidated damages in the event the bidder withdraws its bid after the bids are opened and before official rejection of the bid by the Owner, or, if successful in securing the award of the contract, the successful bidder fails to enter into the contract and fails

to furnish satisfactory performance and payment bonds.

The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

The proposed contract is subject to the Vernon Texas Civil Statues, Article 601.b now codified as the State Purchasing and General Services Act, Texas Government Code, Chapter 2151 et seq. concerning the participation of Historically Underutilized Business. HUB goal is set at 0%.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts.

The Owner hereby notifies all bidders that it will affirmatively assure that minority enterprises are afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color, or national origin in consideration for an award.

BIDDER QUALIFICATIONS

I. QUALIFICATIONS

A. Each Bidder shall furnish the Owner satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a list of projects currently in process and the percent of completion, a list of equipment that would be available for the work, and a list of key personnel that would be available.

B. In addition, each Bidder shall furnish the Owner satisfactory evidence of the Bidder's financial responsibility. Such evidence shall consist of a classified balance sheet, which has been compiled and signed by an independent certified public accountant, reflecting current assets in excess of current liabilities (positive net working capital) as of the last calendar year or the Bidder's last fiscal year. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

C. The Bidder shall provide a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage.

II. SUBMISSION OF QUALIFICATIONS

A. Each bidder shall submit the Bidder's "evidence of competency", "evidence of financial responsibility", and “evidence of insurance coverage” for "worker’s compensation, commercial general liability and Texas business automobile" to the Owner at the date, time and location specified for opening bids. These items shall be submitted in the envelope with your bid marked with project number, location of airport, and name and business address of the bidder.

B. Bids that do not include the qualification requirements listed above will be considered non-responsive and therefore disqualified.

C. BIDS SUBMITTED WITHOUT SUBMISSION OF <u>ALL</u> QUALIFICATIONS WILL NOT BE READ.

INSTRUCTIONS TO BIDDERS

IB-1. **The Owner requires that Bidder shall reference the Aviation Division General Construction Contract Provisions, volume dated February 2013, for all general contract provisions**. General Construction Contract Provisions may be obtained at TxDOT, Aviation Division, 6230 East Stassney Lane, Austin, Texas 78744; Use latest version of referenced Advisory Circulars. The Bidder is solely responsible for obtaining, reviewing, and complying with these provisions and the latest applicable versions of all referenced Federal Aviation Administration Advisory Circulars.

IB-2. The Bidder shall refer to: BIDDER QUALIFICATIONS section of the bid document.

IB-3. The Bidder shall complete and submit its bid electronically through the City of Ennis OpenGov Procurement portal. All required fields, forms, attestations, acknowledgments, qualifications, pricing information, and supporting documents must be completed and submitted through OpenGov before the bid deadline.

The Bidder shall provide a price for each required pay item in the same order and with the same descriptions shown in the solicitation's pricing table. All prices shall be entered numerically in the designated OpenGov fields. In the event of a discrepancy between a unit price and an extended total, the unit price shall govern, unless the City determines that the unit price is obviously incorrect.

Electronic signatures submitted through OpenGov shall have the same force and effect as original signatures. The individual submitting the bid must be authorized to bind the Bidder to the bid and any resulting contract.

Bidders may modify or withdraw their submissions through OpenGov before the bid deadline. OpenGov will not accept submissions or modifications after the deadline. Bids submitted by email, mail, hand delivery, facsimile, telephone, or any method other than the OpenGov Procurement portal will not be accepted.

IB-4. The Bidder shall submit completed copies of all items identified under "Bidder Qualifications". ***Bids received without Bidder Qualifications will not be read.***

IB-5. Receipt of all addenda issued shall be acknowledged by the Bidder in IB-8.

IB-6. Bids may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration of words or figures or erasures not initialed by the person or persons signing the bid, or irregularities of any kind.

IB-7. The bid shall be accompanied by a Bid Guarantee of the character and in the amount as indicated in the bid.

IB-8. Any questions arising during the advertising period as to meaning or intent of the

specifications will be answered by an addendum prepared by the Owner. Contractor will be responsible for obtaining addenda through the City of Ennis OpenGov Procurement portal. All addenda issued shall become a part of the contract documents.

Bidders are responsible for checking this website regularly for any changes to the bid documents, such as Addenda.

IB-9. Each bid must be submitted electronically through the City of Ennis OpenGov Procurement portal. The Bidder is responsible for ensuring that all required information, forms, pricing, attestations, qualifications, bid security, and supporting documents are uploaded and included in its submission before the bid deadline.

OpenGov will electronically seal each bid and prevent the Owner from accessing the submission until the designated bid opening date and time. Bids submitted by email, mail, hand delivery, facsimile, telephone, or any method other than the OpenGov Procurement portal will not be accepted.

IB-10. No bid will be considered unless received through the City of Ennis OpenGov Procurement portal. Bids received after the bid opening time shall be returned to the Bidder unopened.

IB-11. Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders.

IB-12. Generally, materials incorporated into a project, such as concrete, rebar, asphalt, etc., are tax exempt. Other items not incorporated into the project such as barricades and equipment rental may be subject to sales tax. A copy of the Texas Sales and Use Tax Exemption form is available through the State Comptroller website at http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf. This form is a self-certification process. The contractor must complete the form and retain the document in their files. A copy of the form should be sent to the seller/supplier. Bidders should contact their tax consultant or the Texas Office of the Comptroller with any questions related to the payment of sales tax.

Bidders must bid on the Base Bid and Additive Alternate 1 and 2.

The Owner reserves the right to award to the lowest responsible bidder and for any combination of the base bid and alternates in order to obtain the best value for the Owner per Texas Local Government Code Section 252.043, Texas Government Code Section 2156.007 (d), or Texas Government Code Sections 2269.055 and 2269.056, to the extent the referenced statute is applicable to this project. Funding availability will be considered in selecting the bid award.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" for installation of the equipment. Following issuance of the written "Notice to Proceed" for installation, installation shall be completed within 90 calendar days thereafter (does not include TxDOT, FCC and FAA review time). Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day to complete the work beyond the allotted time or as extended by an approved Change Order.

Bidder understands the Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of the written "Notice of Award", the bidder will execute the formal contract agreement within 14 days and deliver a surety bond or bonds as required under the contract documents. The bid security attached in the sum of 2% of the total bid price is to become the property of the Owner in the event the contract is not executed as set forth in the contract documents as liquidated damages for the delay and additional expense caused thereby.

By submission of a bid under this solicitation, bidder certifies the only persons or parties interested in this bid are those named, and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the project.

AWOS Technical Specifications

1. Project Description:

1.1. The project shall consist of installing an Automated Weather Observing System III with Present Weather Sensor and Thunder Strike Alert components (AWOS III P/T) at the Ennis Municipal Airport. The system shall be installed in accordance with Federal Aviation Administration Advisory Circular 150/5220-16, (latest revision), "Automated Weather Observing Systems (AWOS) for Non-federal Applications" and as indicated in this specification.

The system as installed will include all labor, equipment, materials, peripherals, training, services, one year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration (FAA). Vendor shall have FAA certification for the AWOS III P/T at time of bid submittal and will provide copies of such approval with their bid submittal.

1.2 The Vendor shall ascertain that all AWOS and VHF system components installed in the system are compatible in all respects with each other and the remainder of any existing system. Any non-compatible components shall be replaced with compatible components at no additional cost to the owner.

1.3 The Vendor shall utilize an established and proven equipment configuration.

1.4 Not applicable.

1.5 Vendor will prepare the Memorandum of Agreement (MOA) and Operations and Maintenance Manual (OMM) as required by FAA Order 6700.20 for Owner signature before scheduling FAA commissioning ground inspection and any other checks required before the AWOS can be authorized to operate.

1.6 The following documents shall be considered a part of these provisions:

- AC 150/5220-16, (latest revision) "Automated Weather Observing Systems for Non-Federal Applications"
- FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observing Systems"
- AC 70/7460-1, (latest revision) "Obstruction Marking and Lighting"
- TxDOT Aviation Division General Construction Contract Provisions, Volume dated February 2013.

2. Site Location, if AWOS is relocated:

2.1. The Vendor shall comply with FAA Order 6560.20, (latest revision) "Siting for Automated Weather Observation."

2.2. Vendor shall consider location of available electrical power to reduce sponsor's cost for installation of power at the site when selecting the AWOS site.

2.3. The Vendor must submit locations to Owner/State for approval on furnished copy of Airport Layout Plans marked with latitude/longitude and elevation before submitting FAA Form 7460-1. Owner/State shall approve final site selection.

2.4 Site approval and documents/applications for the AWOS installation and VHF equipment will be submitted to the FAA and the FCC by the Vendor. If a UHF data link is used in place of the data/control cable connection to the AWOS processor, licensing of the UHF frequency is the responsibility of the Vendor.

2.5 The Vendor must notify Owner/State of telephone and electrical connection requirements for the selected AWOS site. Vendor shall coordinate location and requirements with owner so that necessary utility connections can be installed in sufficient time for the installation of the equipment.

2.6 Site selection shall be made, and proper forms executed and filed with FAA within 90 days from notice to proceed for site selection. Owner/State review and approval will be in addition to the 90-day time frame.

2.7 Vendor shall notify Owner/State of any issues occurring with forms filed with FAA for the selected site, and any re-submission of site selection forms.

2.8 Vendor shall anticipate the possibility of multiple siting visits per airport, if necessary.

3. FCC License(s)

3.1. Vendor must submit necessary forms and acquire Federal Communications Commission License for an AWOS VHF broadcast license. If required, Vendor shall also submit all necessary forms and acquire FCC license for UHF license.

3.2. Vendor shall coordinate and monitor the receipt of the licenses with Owner/State and FCC to ensure all necessary licenses are received. Vendor shall submit report to Owner/State with all FCC license call signs and expiration dates.

4. Site Preparation

4.1 The Vendor shall provide all necessary site preparation work for installation of the AWOS, which includes, but is not limited to removal of existing AWOS, foundations and grounding systems if necessary, grading, leveling, grubbing, and making the site acceptable for installation of necessary foundations and equipment.

4.2 Electrical power supply and telephone line for the operation of the system shall be provided by the airport sponsor. The electrical power supply shall terminate with an electrical disconnect 25 feet from the designated installation location. The telephone line shall also terminate at this location in an appropriate box.

4.3 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.

4.4 If needed, Vendor shall construct concrete foundations for tower base and other equipment. AWOS Manufacturer shall submit foundation drawings specific to selected site and equipment with specified concrete compressive strength and reinforcing requirements.

4.5 Following installation, site shall be cleaned, debris removed, and surface leveled to that of surrounding areas to allow for mowing and maintenance of the area disturbed.

5. Installation:

5.1. Vendor shall not proceed with installation until approved schedule is developed and only following a notice to proceed by the Owner.

5.2 The work shall be performed by the AWOS manufacturer or approved contractor regularly engaged in work of this type, and shall include furnishing and installing the equipment, calibration, start-up, and commissioning of equipment.

5.3 Sensors shall be installed at the locations and elevations as approved by Owner/State and the Federal Aviation Administration. All connections of the cables to the sensors, AWOS tower, processing unit and data terminal will be in accordance with the manufacturer's specifications. VHF antenna shall be mounted at the AWOS site unless other location is approved by Owner/State.

5.4 Vendor shall provide and install control and data cables in conduit from the AWOS CPU to remote sensors. RF transmitter and receiver shall be provided to the site by the Vendor, if required.

5.5 Vendor shall anticipate multiple installation visits as conditions dictate.

6. Equipment:

6.1. AWOS III Instrumentation: The systems to be installed shall be FAA certified as AWOS III or AWOS III P/T as finally configured at time of contract award. All equipment provided shall be new and meet the specifications in FAA AC 150/5220-16 (latest revision).

6.1.1. Tower: Existing tower can be refurbished and used if it meets current standards and Vendor equipment. If new tower is needed, Vendor shall install either a self-supporting or a tilt-over tower as specified by manufacturer for the system and as indicated on the project specific bid form. The tilt-over tower shall have a steel supporting rest in a concrete foundation that is required to hold tower in its tilt-down position without touching ground. Either tower type shall not exceed the height specified for the equipment to be installed on the tower.

The tower shall be painted with a six-band marking with alternating bands of aviation surface orange (the top band) and white. The bandwidths shall be 1/6 of the height of the tower and perpendicular to the vertical axis of the tower with the bands at each end-colored orange. Paint and aviation colors shall conform to Federal Standards. The tower shall be primed in accordance with the tower manufacturer's specifications prior to painting.

A Dual L-810 obstruction light shall be placed within 5 feet of the top of the tower in accordance with FAA requirements. The two lamps on the L810 shall be wired in parallel on a dedicated circuit.

6.1.2 Voice Subsystem: A. The voice subsystem shall provide high quality, computer-generated speech for output of the AWOS observation. The voice subsystem should also provide the speech for the local ground-air radio broadcast and for telephone dial-up users. The system shall have the capability of hooking up to a minimum of two (2) phone lines, and for the addition of a manually input voice message at the end of the computer-generated voice message. The system shall have the capability of remotely programming a voice message via telephone. A security access code shall prevent unauthorized use, and the system will automatically play back the recorded message and allow the user to reprogram, delete, or accept the message.

6.1.3 Uninterruptible Power Supply: The Vendor shall provide a UPS to regulate power and provide a back-up power supply source for power outages. The UPS shall be capable of powering the AWOS for a minimum of one (1) hour.

6.1.4 NADIN/WMSCR Interface: The AWOS shall include equipment for interfacing with a Vendor that is approved to download information through the National Airspace Data Interchange Network (NADIN) and into the Weather Message Switching Center Replacement (WMSCR). Vendor shall provide one (1) year of NADIN connection service to be concurrent with AWOS maintenance contract.

6.1.5 Transient and Lightning Protection: AWOS equipment should be protected against damage or operational upset due to lightning surges, power line transients and surges, and from other electromagnetic fields and charges on all sensor input lines, sensor supply lines, and incoming power and data communications lines. Lightning protection systems shall be designed and installed in accordance with the Lightning Protection Code, NFPA 780, and the manufacturer recommendations for all equipment.

6.1.6 Test Equipment: The Contractor shall supply the Owner with the necessary test equipment to maintain the AWOS weather sensors according to the manufacturer's FAA approved maintenance plan.

6.1.7 Spare Components: The Contractor shall provide the Owner with the manufacturer's minimum recommended spare components necessary to restore the AWOS to service following a malfunction.

6.1.8 Maintenance Agreement: The Vendor shall provide a one (1) year AWOS maintenance agreement that meets the requirements of FAA AC No. 150/5220-16 (latest revision) and begins on the date of FAA commissioning. The maintenance agreement shall include all required inspections and maintenance as defined by AC No. 150/5220-16 (latest revision) but will not include any repairs made under the one year warranty for the installed system.

7. Additional Services

7.1. The Vendor will perform the following:

a. Conduct all required systems performance tests. System must be in total working condition before scheduling FAA site commissioning. If multiple FAA commissioning visits are necessary, Vendor shall reimburse other contractors, the FAA, and the owner for associated additional travel costs if requested.

b. Prepare the AWOS for the FAA ground check. Place and keep the AWOS in an operational test mode until it is certified by the FAA. If the FAA disapproves either the ground check or flight check, the Vendor shall correct the discrepancies and re-schedule the FAA ground or flight check.

c. Provide a qualified technician on site for any required FAA ground check, flight check, and site commissioning of the AWOS.

d. Post any certificates and notices required in AC 150/5220-16, (latest version).

e. Vendor to schedule a session after commissioning at the airport to provide complete system operation, maintenance, and repair training. Vendor will ensure that all

airport representatives and operators as designated by the owner are notified of the training session and will personally conduct the training on site.

f. Provide one complete set of AWOS system manuals to the owner.

8. Basis of Payment

8.1 Siting, Licensing and Installation:

a. Each system shall be installed in accordance with the Plans and General and Special Provisions. The unit price shall be full compensation for all labor, equipment, materials, peripherals, training, services, one year warranty, one year of AWOS System Maintenance, and incidentals as necessary to place the system in operation to the satisfaction of the Owner/State and be ready for commissioning by the Federal Aviation Administration.

b. The contractor is eligible to receive payment up to 95% of the contract amount pending final inspection and acceptance by Owner/State. Release of final payment does not release Vendor of obligation to have equipment certified and commissioned by FAA. Vendor shall correct, repair and/or replace any equipment necessary to have equipment commissioned by FAA. Vendor is not released from this contract until final commissioning of the system.

c. Vendor shall make all necessary repairs, corrections, changes, and modifications to the AWOS system before acceptance by Owner/State. The airport owner should not be relied upon at any time to assist or make the necessary repairs, corrections, changes, or modifications.

Exhibit: Agreement Contract

AGREEMENT
BETWEEN
OWNER AND CONTRACTOR

STATE OF TEXAS §
CITY OF ENNIS §

KNOW ALL MEN BY THESE PRESENTS

This Agreement is made by and between the City of Ennis, hereinafter called "Owner", and CONTRACTOR NAME and contractor's executors, administrators, heirs, successors or assigns hereinafter called "Contractor".

The Owner desires to enter into a contract for airport improvement as is more fully described in the Contract Documents and Plans & Specifications in accordance with the provisions of the state statutes.

The Contractor has been engaged in and now does such work and represents that Contractor is fully equipped, competent, and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the Contract Documents.

The Owner and the Contractor for and in consideration of the mutual covenants set forth, agree as follows:

WORK
Contractor shall furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work indicated in the Contract Documents.

The Project and general work is described as follows:
Install Automated Weather Observing System at the Ennis Municipal Airport.

HUB REQUIREMENT
HUB participation goal in Historically Underutilized Business Contract Provisions, as found in the General Construction Contract Provisions, is set at **0%** for this contract.

CONTRACT TIME
The CONTRACTOR will commence the work required by the Contract Documents on the date indicated on the Notice to Proceed and will complete the work within 90 calendar days, excluding FAA review time, unless the period for completion is extended in accordance with the Contract Documents. If the Contractor does not complete the work within the specified time, the CONTRACTOR agrees to pay as liquidated damages the sum of **$200.00**, for each calendar day thereafter until the work is completed in accordance with the Contract Documents.

CONTRACT PRICE
The CONTRACTOR agrees to perform all the work described in the Contract Documents not to exceed the sum of **$XXXXXXXX.XX** (WRITE AMOUNT IN WORDS), as described in the proposal as **24AWENNIS**: base bid and alternates a and 2.

CONTRACT DOCUMENTS
The term Contract Documents means and includes the following which are incorporated herein by reference as if fully reproduced:

A. Proposal
B. Agreement Between Owner and Contractor
C. Performance Bond
D. Payment Bond
E. Technical Specifications
F Wage Rates
G. Addenda (if any)
H. General Construction Contract Provisions, Volume dated February 2013 (Available at TxDOT, Aviation Division, 6230 E. Stassney Lane, 2nd Floor, Austin, Texas 78744; Use latest version of referenced Advisory Circulars.)

PAYMENT
The OWNER will pay the CONTRACTOR in the manner and at such times and in such amounts as required by Aviation Construction General Provision, Section 90 and the contract documents.

The CONTRACTOR expressly warrants that no third person has been employed to solicit or obtain this contract in Contractor's behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by Contractor hereunder, and that Contractor has not in estimating the contract price demanded, included any sum by reason of any such brokerage, commission or percentage; and that all monies payable to Contractor hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid or both.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

The Contractor hereby certifies that all franchise taxes are paid and in good standing or that Contractor is not subject to franchise taxes.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement in duplicate, each of which shall be deemed an original on the date first written above.

CONTRACTOR

Name:_____ _____
Contractor (Print Name) Title

_____ _____
Signature of Contractor Date

_____
Address: Phone Number:_____
_____

_____ Fax Number:_____

Acceptance by the Owner:

By:_____ Date:_____

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§77.13 Construction or alteration requiring notice.

(a) Except as provided in §77.15, each sponsor who proposes any of the following construction or alteration shall notify the Administrator in the form and manner prescribed in §77.17.

(1) Any construction or alteration of more than 200 feet in height above the ground level at its site.
(2) Any construction or alteration of greater height than imaginary surface extending outward and upward at one of the following slopes:
(i) 1 00 to 1 for horizontal distance of 20,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a)(5) or this section with at least one runway more than 3,200 feet in actual length, excluding heliports.
(ii) 50 to 1 for horizontal distance of 10,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a)(5) of this section with its longest runway no more than 3,200 feet in actual length, excluding heliports.
(iii) 25 to 1 for a horizontal distance of 5,000 feet from the nearest point of the nearest landing and takeoff area of each heliport specified in paragraph (a)(5) of this section.

(3) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 16 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a)(1) or (2) of this section.

(4) When requested by the FAA, any construction or alteration that would be in an instrument approach area (defined in the FAA standards governing instrument approach procedures) and available information indicates it might exceed a standard of Subpart C of this part.

(5) Any construction or alteration on any of the following airports (including heliports):
(i) An airport that is available for public use and is listed in the Airport Directory of the current Airman's Information Manual or in either the Alaska or Pacific Airman's Guide and Chart Supplement.
(ii) An airport under construction, that is the subject of a notice or proposal on file with the Federal Aviation Administration, and except for military airports, it is clearly indicated that airport will be available for public use.
(iii) An airport that is operated by an armed force of the United States.

(b) Each sponsor who proposes construction or alteration that is the subject of a notice under paragraph (a) of this section and is advised by an FAA regional office that a supplemental notice is required shall submit that notice on a prescribed form to be received by the FAA regional office at least 48 hours before the start of construction or alteration.

(c) Each sponsor who undertakes construction or alteration that is the subject of a notice under paragraph (a) of this section shall, within 5 days after that construction or alteration reaches its greatest height, submit a supplemental notice on a prescribed form to the FAA regional office having jurisdiction over the region involved, if –
(1) The construction or alteration is more than 200 feet above the surface level of its site; or
(2) An FAA regional office advises him that submission of the form is required.

§77.15 Construction or alteration not requiring notice.

No person is required to notify the Administrator for any of the following construction or alteration:
(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.
(b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure.
(c) Any air navigation facility, airport visual approach or landing air, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose.
(d) Any construction or alteration for which notice is required by any other FAA regulation.

§77.17 Form and time of notice

(a) Each person who is required to notify the Administrator under §77.13 (a) shall send one executed form set of FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area within which the construction or alteration will be located. Copies of FAA Form 7460-1 may be obtained from the headquarters of the Federal Aviation Administration and the regional offices.

(b) The notice required under §77.13 (a)(1) through (4) must be submitted at least 30 days before the earlier of the following dates –
(1) The date the proposed construction or alteration is to begin.

(2) The date an application for a construction permit is to be filed.

However, a notice relating to proposed construction or alteration that is subject to the licensing requirements of the Federal Communications Act may be sent to the FAA at the same time the application for construction is filed with the Federal Communications Commission, or at any time before that filing.

(c) A proposed structure or an alteration to an existing structure that exceeds 2,000 feet in height above the ground will be presumed to be a hazard to air navigation and to result in an inefficient utilization of airspace and the applicant has the burden of overcoming that presumption. Each notice submitted under the pertinent provisions of this part 77 proposing a structure in excess of 2,000 feet above ground, or an alteration that will make an existing structure exceed that height, must contain a detailed showing, directed to meeting this burden. Only in exceptional cases, where the FAA concludes that a clear and compelling showing has been made that it would not result in an inefficient utilization of the airspace and would not result in a hazard to air navigation, will a determination of no hazard be issued.

(d) In the case of an emergency involving essential public services, public health, or public safety that required immediate construction or alteration, the 30 day requirement in paragraph (b) of this section does not apply and the notice may be sent by telephone, telegraph, or other expeditious means, with an executed FAA Form 7460-1 submitted within five (5) days thereafter. Outside normal business hours, emergency notices by telephone or telegraph may be submitted to the nearest FAA Flight Service Station.

(e) Each person who is required to notify the Administrator by paragraph (b) or (c) of §77.13, or both shall send an executed copy of FAA Form 7460-2, Notice of Actual Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area involved.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office Obstruction Evaluation Service, AJR-322
2601 Meachum Boulevard
Fort Worth, TX 76193
Fax: 817-838-1991
Phone: 817-838-1990

Website: https://oeaaa.faa.gov

INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in **ITEM #21** "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in **ITEM #21** "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enter the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. **DO NOT LEAVE BLANK.**

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" **DO NOT LEAVE BLANK.** ***NOTE:*** *High Intensity lighting shall be used only for structures over 500' AGL.* In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a **hand-held GPS instrument is NOT acceptable**. A hand-held GPS is only accurate to within 100 meters (328 *feet*) 95 percent of the time. This data, when plotted, should match the site depiction submitted under **ITEM #20**.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datums may be used. It is important to know which datum is used. **DO NOT LEAVE BLANK.**

ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the **full** name of the nearest public-use ***(not private-use)*** airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance **from** the airport or heliport listed in **#13 to the structure.**

ITEM #15. Enter the direction **from** the airport or heliport listed in **#13 to the structure.**

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under **ITEM #20.**

ITEM #17. Enter the total structure height **above ground level** in **whole feet** rounded to the **next highest foot** (e.g. 17'3" rounds to 18'). **The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.**

ITEM #18. Enter the overall height above mean sea level and expressed in **whole feet.** This will be the total of **ITEM #16 + ITEM #17.**

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey *(USGS)* Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGC at 1-800-435-7627 or via internet at "http://mapping.usgs.gov". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power *(ERP)* and all frequencies.
- For antennas, include the type of antenna and center of radiation *(Attach the antenna pattern, if available)*.
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures *(Attach depiction)*.
- For **each** pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of **each** corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA *(e.g. corrections, no record or previous study, etc.)*.

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviations and zoning authorities.

Paperwork Reduction Work Act Statement: This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory for anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2120-0001. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

Please Type or Print on This Form

Form Approved OMB No.2120-0001
Expiration Date: 9/30/2010

U.S. Department of Transportation
Federal Aviation Administration

Failure To Provide All Requested Information May Delay Processing of Your Notice

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY
Aeronautical Study Number

1. Sponsor *(person, company, etc. proposing this action):*
Attn. of: Andrea Weckmueller-Behringer
Name: City of Ennis (Ennis Municipal Airport)
Address: 107 N Sherman St
City: Ennis State: TX Zip: 75119
Telephone: 972875-1234x2239 Fax:

2. Sponsor's Representative *(if other than #1):*
Attn. of: Julie Fielder
Name: TxDOT Aviation
Address: 6230 E Stassney Ln
City: Austin State: TX Zip: 78744
Telephone: 5125672164 Fax:

3. Notice of: [X] New Construction [ ] Alteration [ ] Existing

4. Duration: [X] Permanent [ ] Temporary (____ months, ____ days)

5. Work Schedule: Beginning 9/1/2026 End 12/20/2026

6. Type: [ ] Antenna Tower [ ] Crane [ ] Building [ ] Power Line [ ] Landfill [ ] Water Tank [X] Other AWOS tower and assoc

7. Marking/Painting and/or Lighting Preferred:
[ ] Red Lights and Paint
[ ] White - Medium Intensity
[ ] White - High Intensity
[ ] Dual - Red and Medium Intensity White
[ ] Dual - Red and high Intensity White
[X] Other

8. FCC Antenna Structure Registration Number *(if applicable)*:

9. Latitude: 32 ° 19 ' 51 , 83N "

10. Longitude: 96 ° 39 ' 49 , 52W "

11. Datum: [ ] NAD 83 [ ] NAD 27 [X] Other

12. Nearest: City: Ennis State TX

13. Nearest *Public-use* *(not private-use)* or Military Airport or Heliport:
Ennis Municipal Airport

14. Distance from #13. to Structure: on airport property

15. Direction from #13. to Structure: on airport property

16. Site Elevation *(AMSL)*: 500 ft.

17. Total Structure Height *(AGL)*: 35 ft.

18. Overall Height (#16 + #17) *(AMSL)*: 535 ft.

19. Previous FAA Aeronautical Study Number *(if applicable)*:
_____-OE

20. Description of Location: *(Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey)*
See the USGS map attached with the location marked in purple.

21. Complete Description of Proposal:

Please include sponsor's email address: andrea.wb@ennistx.gov

Installation of new AWOS 3PT at location marked on ALP attached. Lat/Longs found on Google Earth.

Frequency/Power (kW)	

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of $1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301(a)

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date	Typed or Printed Name and Title of Person Filing Notice	Signature
4/28/2026	Julie Fielder	

"General Decision Number: TX20260017 01/02/2026

Superseded General Decision Number: TX20250017

State: Texas

Construction Type: Heavy

County: Dallas County in Texas.

Heavy Construction, Including Treatment Plants (Does not include water/sewer lines)

Modification Number	Publication Date
0	01/02/2026

ASBE0021-003 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems)	$ 33.23	7.52

ELEC0020-003 06/01/2025

	Rates	Fringes
Electricians:		
Cable Splicer	$ 30.20	8.91
Electrician	$ 39.75	11.67

ELEC0220-001 06/02/2024

	Rates	Fringes
Line Construction:		
CABLE SPLICERS	$ 17.12	14.5%+3.75
EQUIPMENT OPERATORS	$ 25.83	20.50%+7.75
GROUNDMAN	$ 19.28	4.5%+7.80
LINEMAN	$ 41.31	20.5%+7.25
TRUCK DRIVER	$ 23.14	9.5%+7.25

ENGI0178-001 06/01/2020

	Rates	Fringes
Cranes:		
Hydraulic Crane (35 ton & under)	$ 32.35	13.10
Hydraulic over 35 tons,Derricks, Overhead Gentry,Stiffleg,Tower,etc., and Cranes with Piledriving or Caisson attachements	$ 32.60	13.10

IRON0263-010 06/01/2025

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                                    Rates          Fringes

Ironworkers:
     Reinforcing & Structural....$ 29.64             8.43
----------------------------------------------------------------
 PLUM0100-002 11/01/2024

                                    Rates          Fringes

Plumbers and Pipefitters.........$ 39.76            14.04
----------------------------------------------------------------
 SHEE0068-002 11/01/2012

                                    Rates          Fringes

Sheet metal worker...............$ 27.64             8.84
----------------------------------------------------------------
  SUTX1990-040 08/01/1990

                                    Rates          Fringes

CARPENTER........................$ 10.536

Concrete Finisher................$  9.603

Form Builder.....................$  8.036

Form Setter......................$  9.578

Laborers:
     Common......................$  7.25
     Utility.....................$  7.25

Pipelayer........................$  7.961

Power equipment operators:
     Backhoe.....................$ 10.971
     Bulldozer...................$  9.942
     Front end loader............$ 10.771
     Mechanic....................$  9.88
     Motor Grader................$ 11.633
     Oiler.......................$  9.183
     Scraper.....................$  8.00

TRUCK DRIVER.....................$  7.465
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
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like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

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ENNIS MUNICIPAL AIRPORT

ENNIS, TEXAS

AIRPORT LAYOUT PLAN

MARCH 2026

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City Manager Andrea Weckmueller-Behringer

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Signed by:

Andrea Weckmueller-Behringer

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Dan Harmon Director, Aviation Division 4/15/2026

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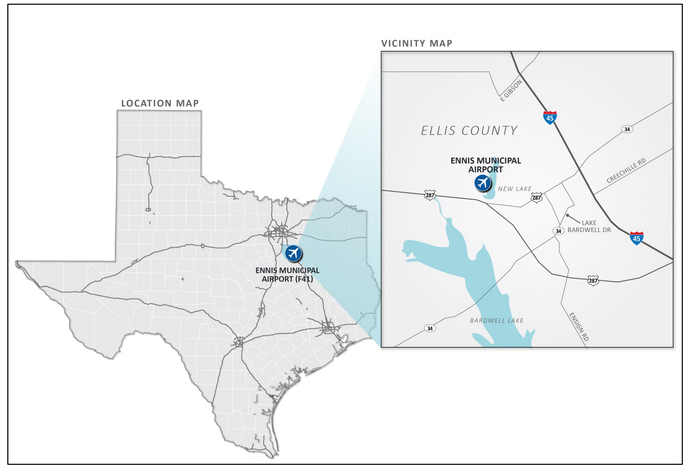

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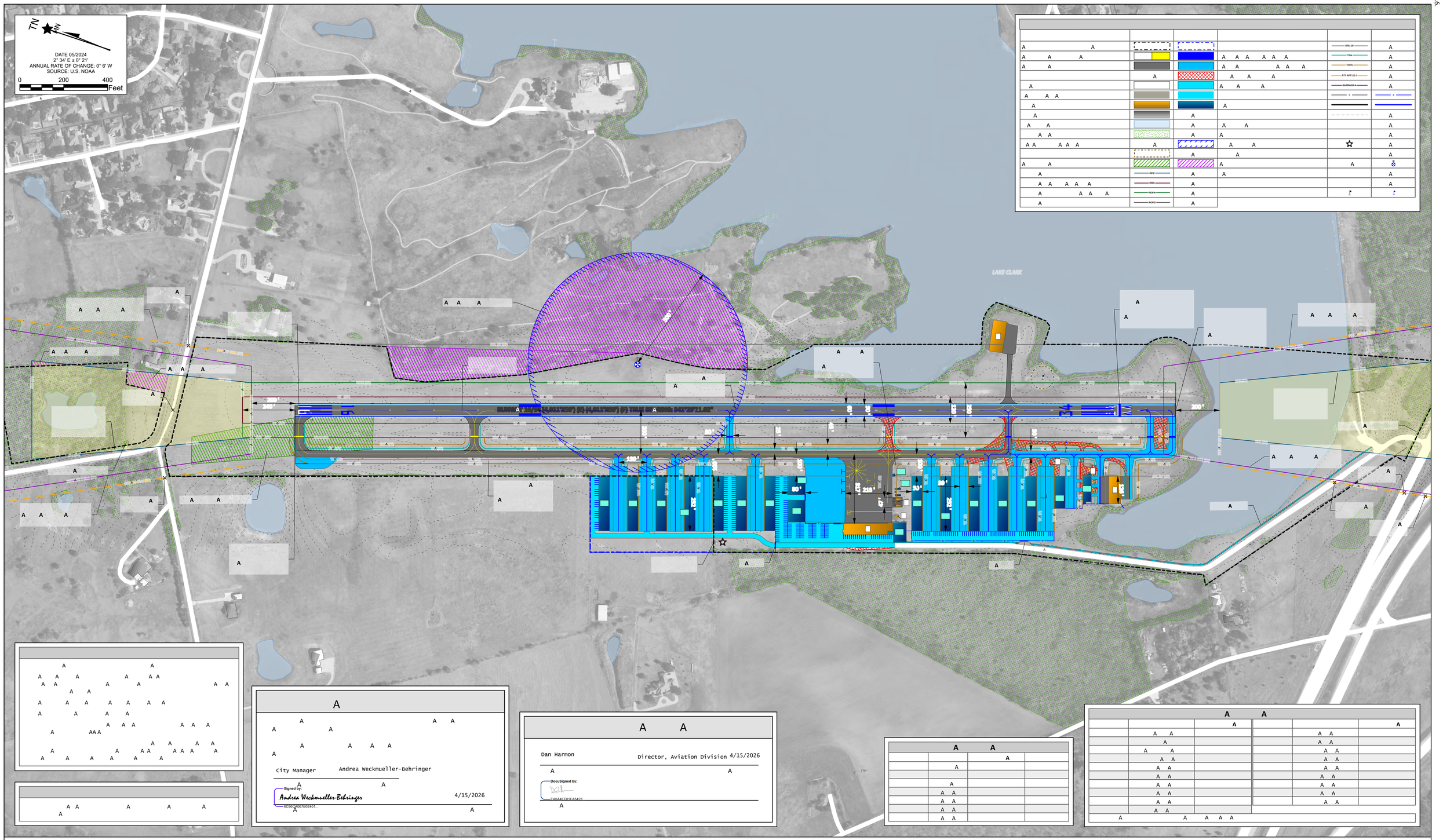

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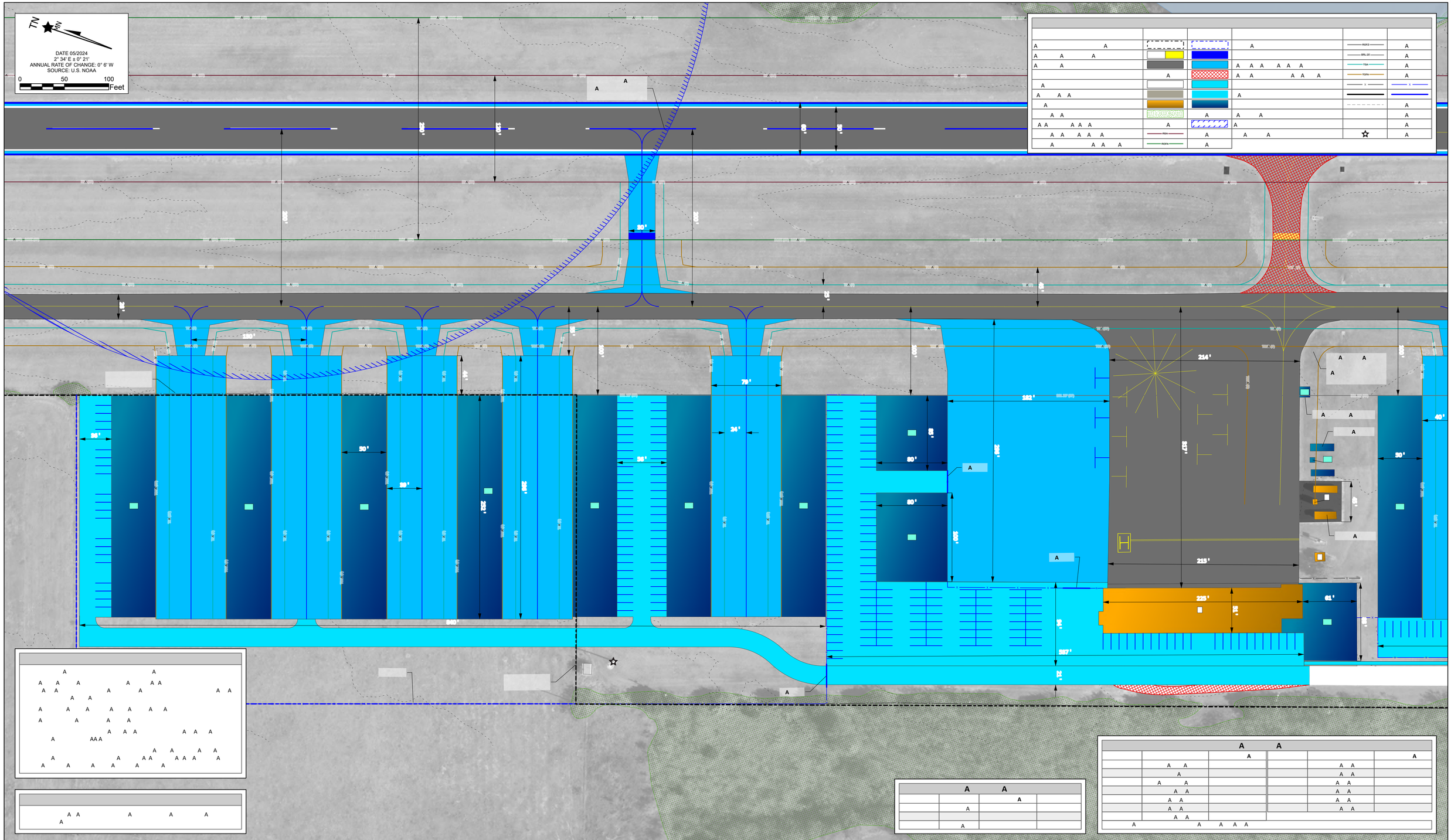

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ENNIS MUNICIPAL AIRPORT
(F41)
ENNIS, TEXAS

DES: VB
DR: VB
CH: TD
APP: TD

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AIRPORT LAYOUT PLAN

TERMINAL PLAN (NORTH)

FAA AIRSPACE CASE NO.	WOOLPERT PROJ. NO.	DATE:
2025-ASW-3624-NRA	10018246	MARCH 2026

SHEET NO.
4 of 14

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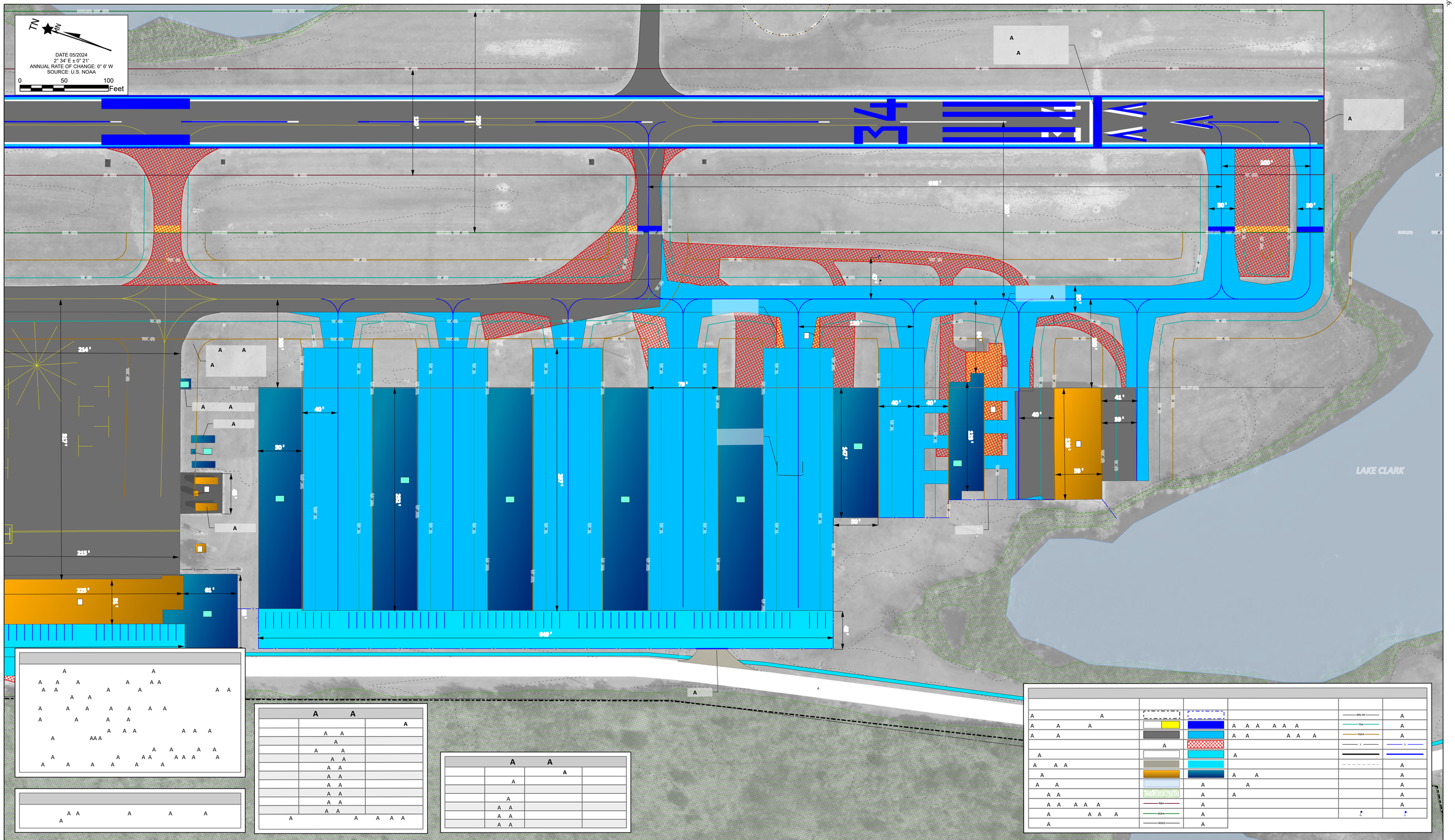

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APP: TD

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AIRPORT LAYOUT PLAN

TERMINAL PLAN (SOUTH)

FAA AIRSPACE CASE NO.
2025-ASW-3624-NRA

WOOLPERT PROJ. NO.
10018246

DATE:
MARCH 2026

SHEET NO.
5 of 14

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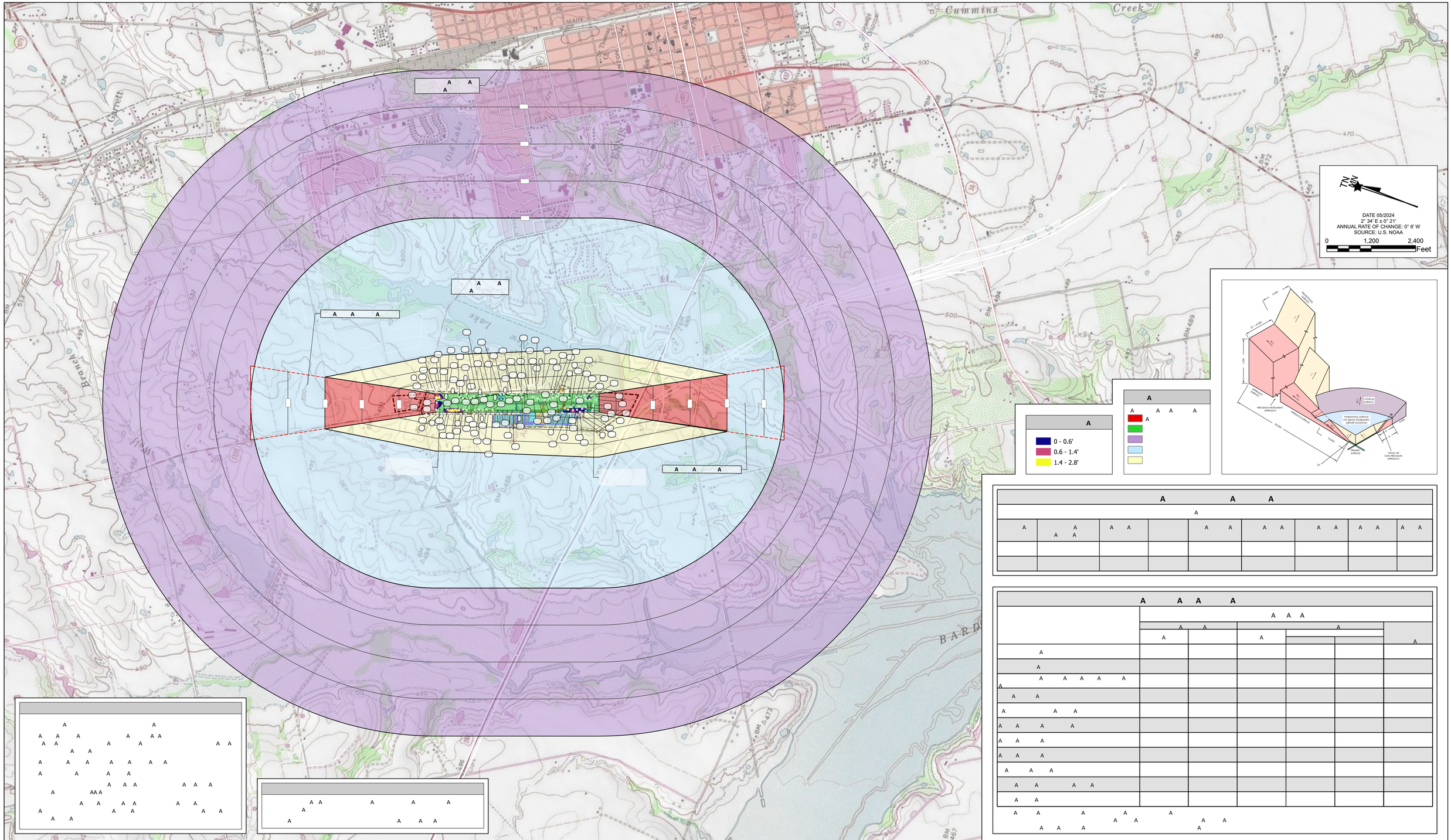

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ENNIS, TEXAS

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ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AIRPORT LAYOUT PLAN

AIRPORT AIRSPACE DRAWING

FAA AIRSPACE CASE NO.	WOOLPERT PROJ. NO.	DATE:
2025-ASW-3624-NRA	10018246	MARCH 2026

SHEET NO.
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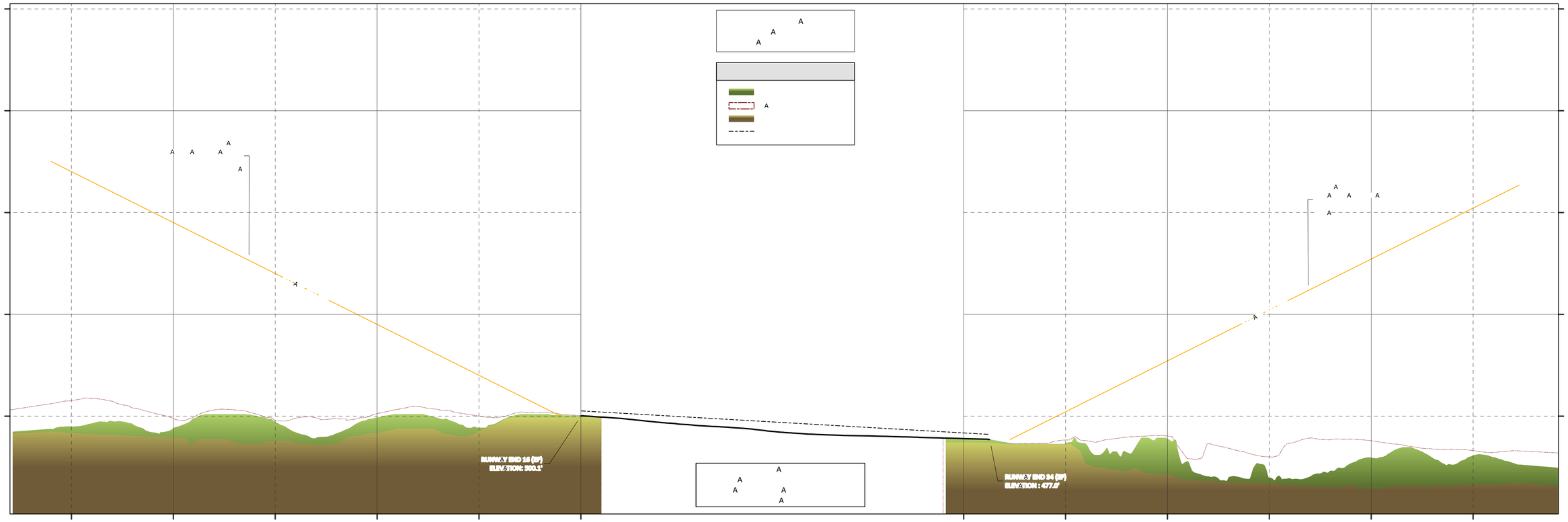

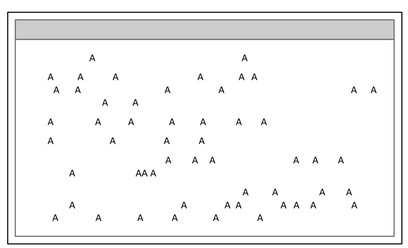

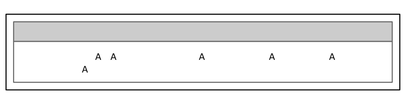

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ENNIS, TEXAS

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AIRPORT LAYOUT PLAN

AIRPORT AIRSPACE PROFILE

FAA AIRSPACE CASE NO.
2025-ASW-3624-NRA

WOOLPERT PROJ. NO.
10018246

DATE:
MARCH 2026

SHEET NO.
7 of 14

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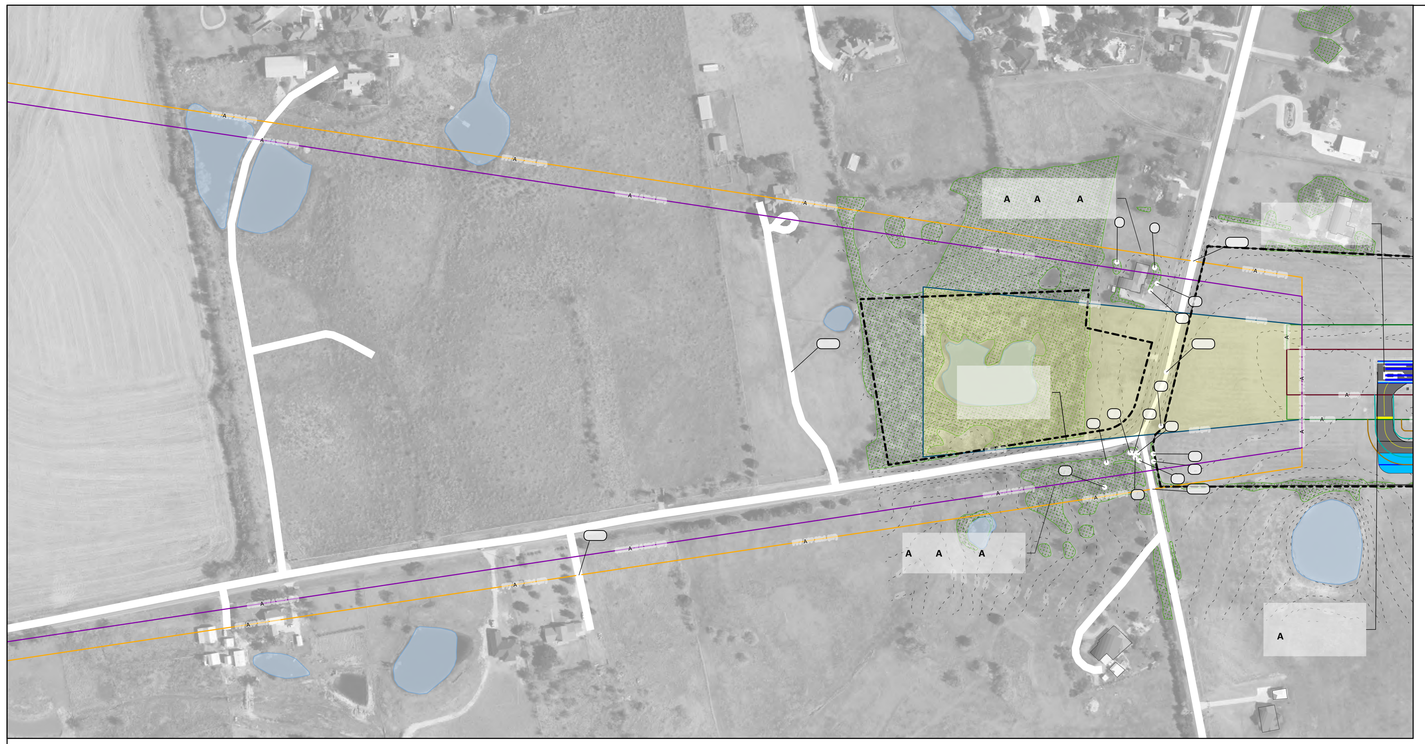

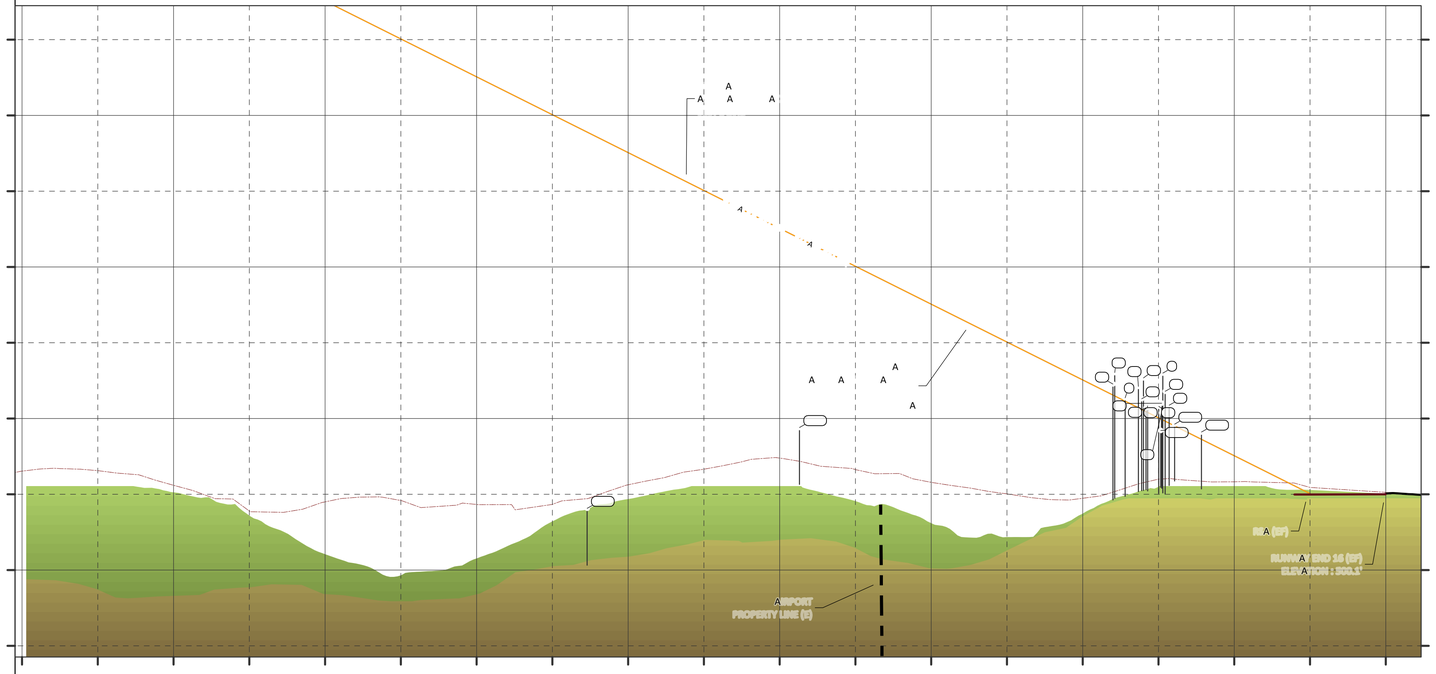

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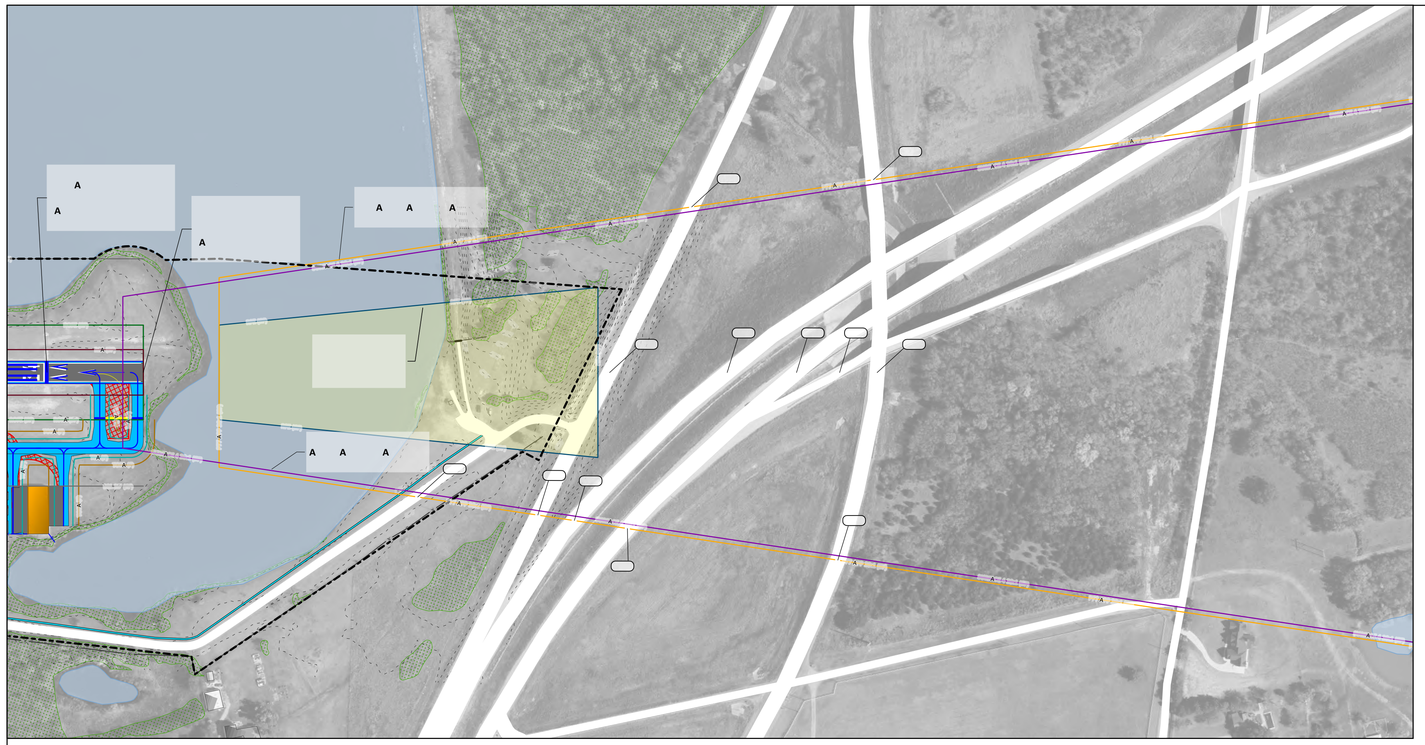

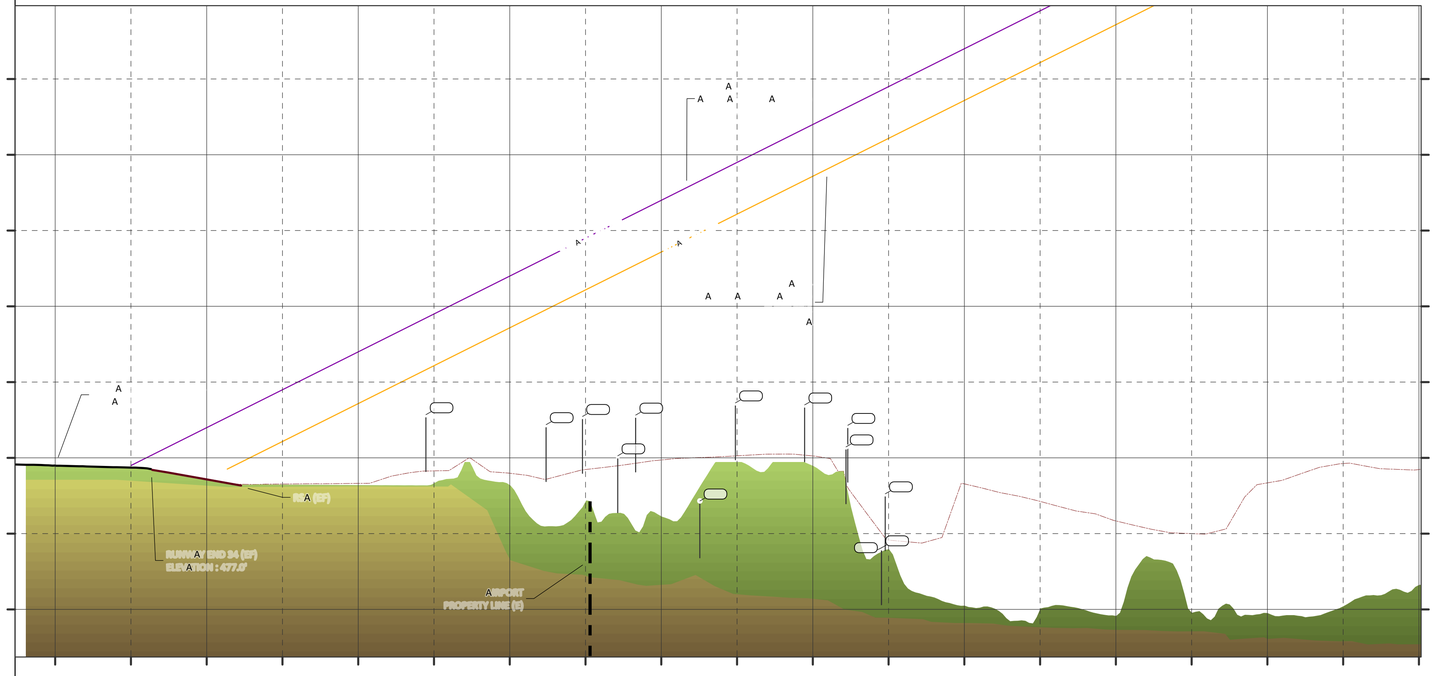

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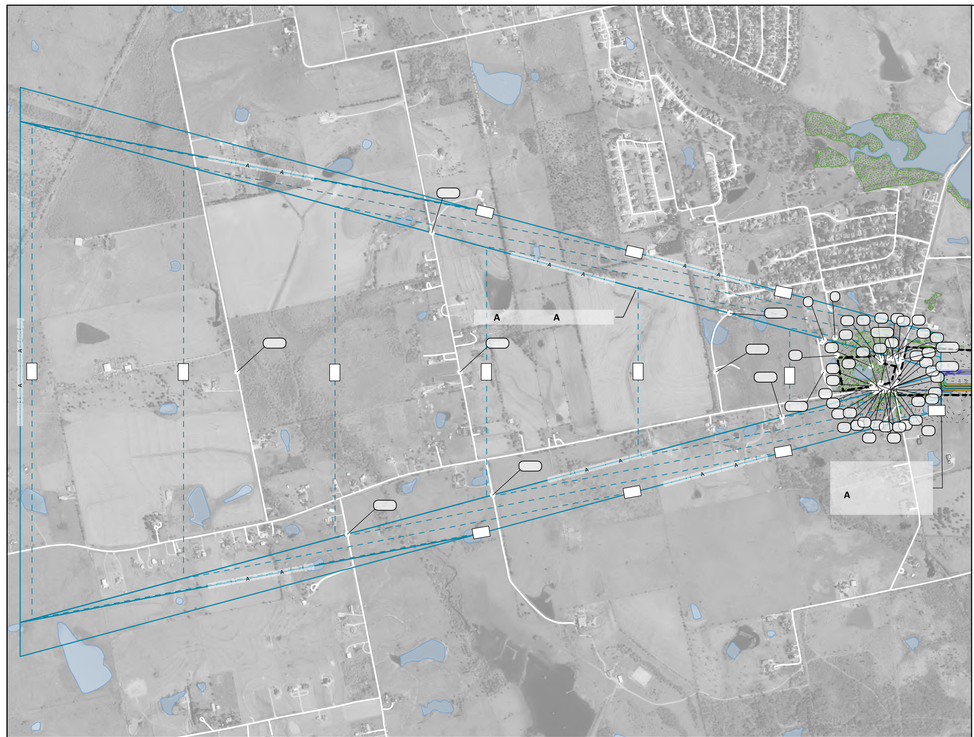

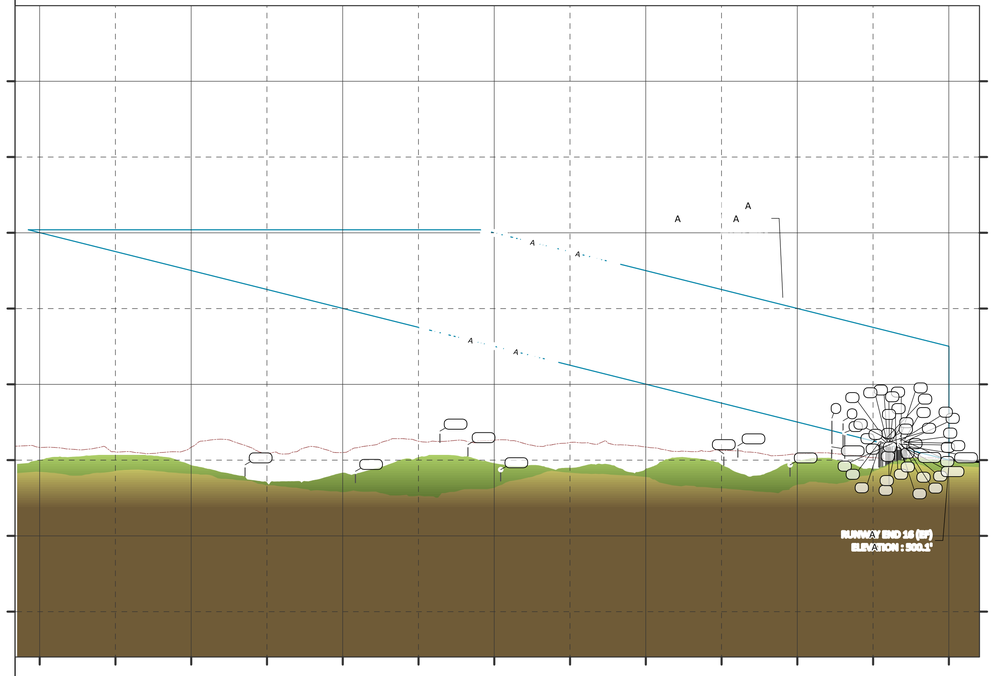

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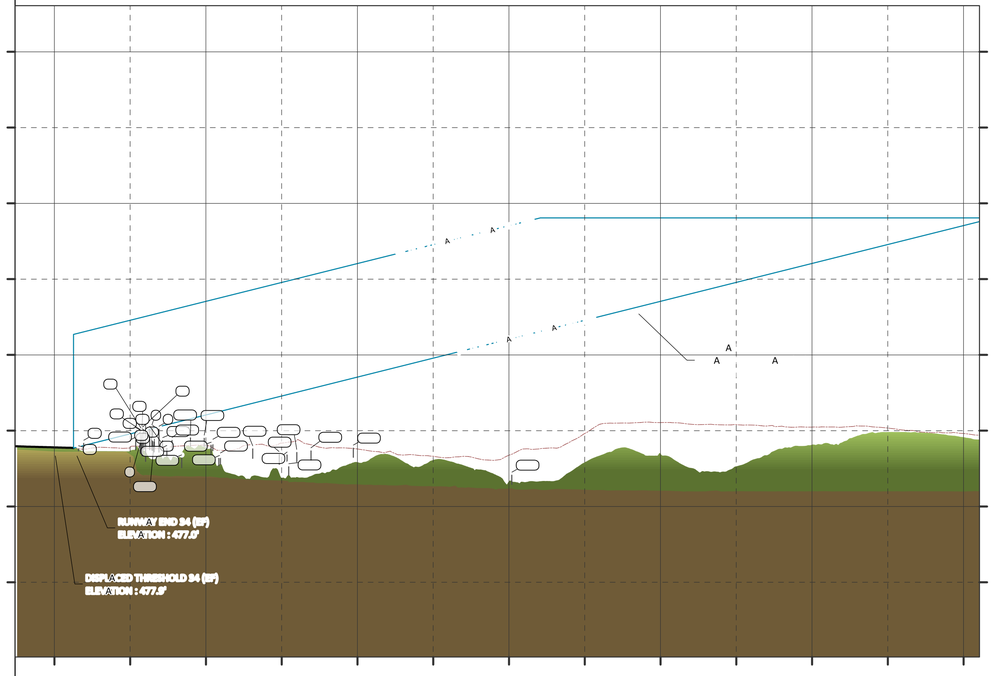

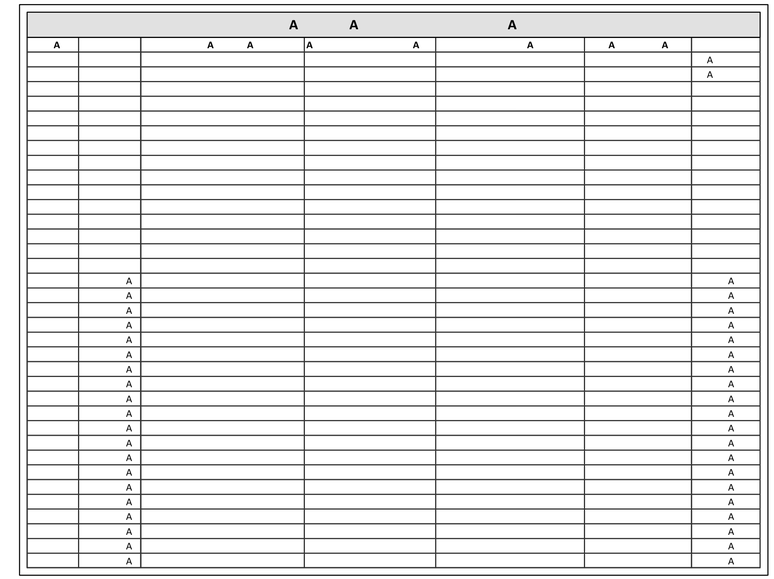

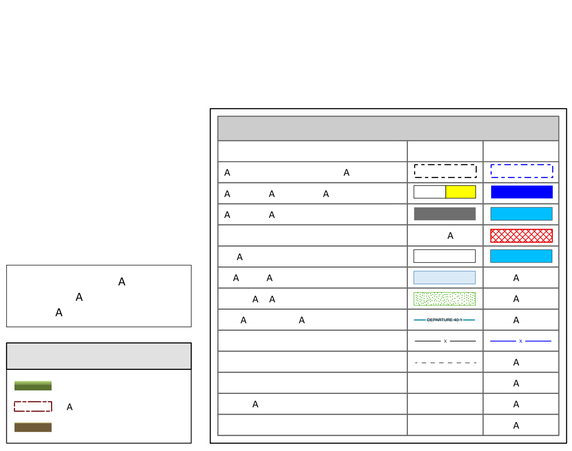

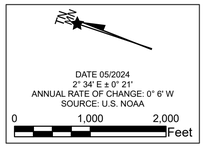

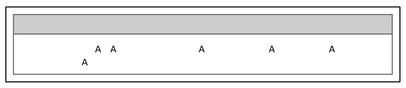

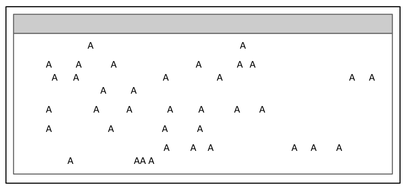

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ENNIS MUNICIPAL AIRPORT
(F41)
ENNIS, TEXAS

DES: VB
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CH: TD
APP: TD

ISSUE RECORD			
NO.	BY	DATE	DESCRIPTION

AIRPORT LAYOUT PLAN

DEPARTURE SURFACE DRAWING
RUNWAY END 34

FAA AIRSPACE CASE NO.	WOOLPERT PROJ. NO.	DATE:
2025-ASW-3624-NRA	10018246	MARCH 2026

SHEET NO.
12 of 14

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ENNIS MUNICIPAL AIRPORT
(F41)
ENNIS, TEXAS

DES: VB
DR: VB
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ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AIRPORT LAYOUT PLAN

LAND USE DRAWING

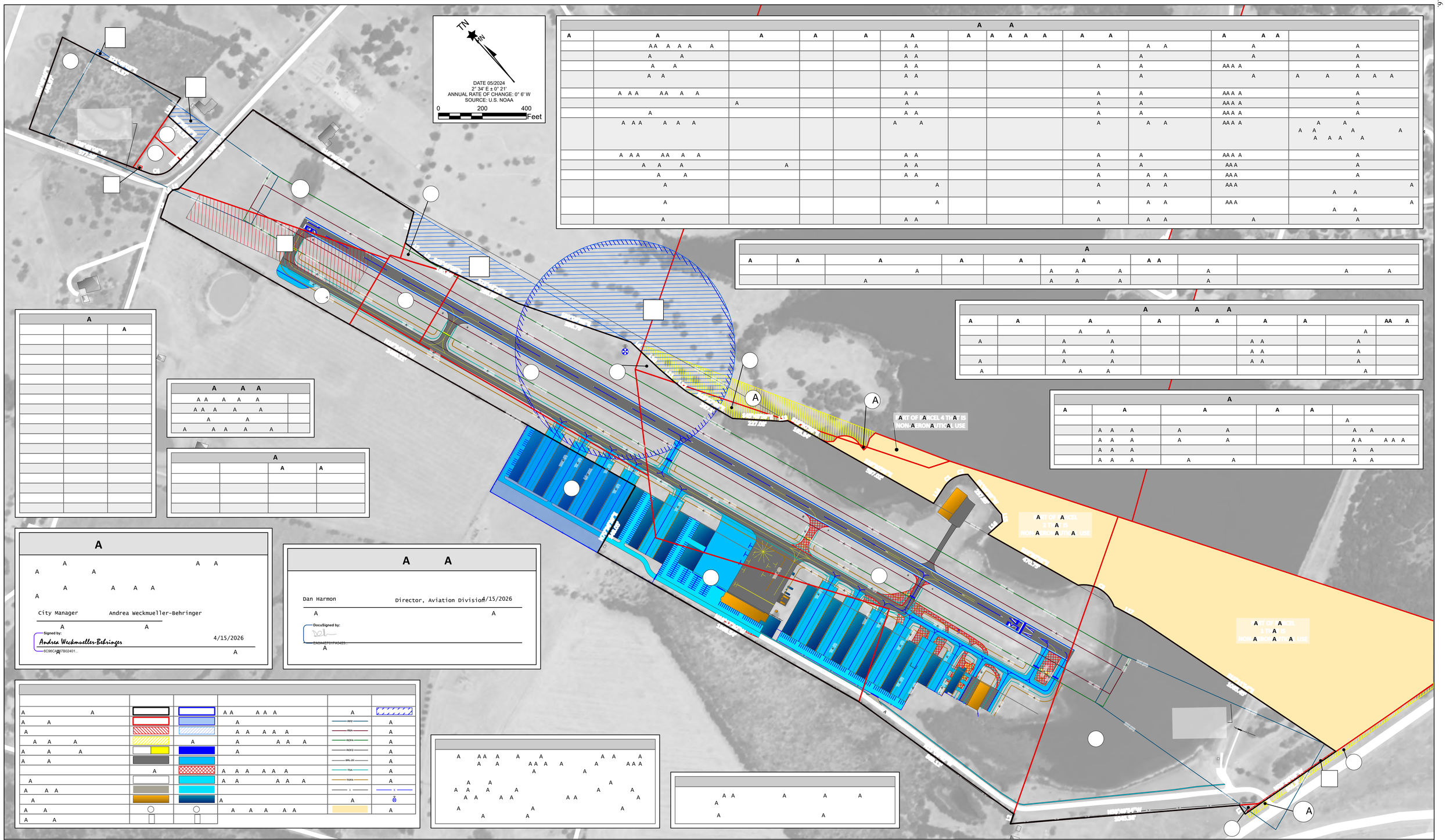
FAA AIRSPACE CASE NO.
2025-ASW-3624-NRA

WOOLPERT PROJ. NO.
10018246

DATE:
MARCH 2026

SHEET NO.
13 of 14

Docusign Envelope ID: AE36B486-1C59-479B-8BB9-FF6DEBCB2C14



City Manager Andrea Weckmueller-Behringer

Signed by: Andrea Weckmueller-Behringer 4/15/2026

Dan Harmon Director, Aviation Division 4/15/2026

DocuSigned by:

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ENNIS MUNICIPAL AIRPORT
(F41)
ENNIS, TEXAS

DES: AD
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ISSUE RECORD

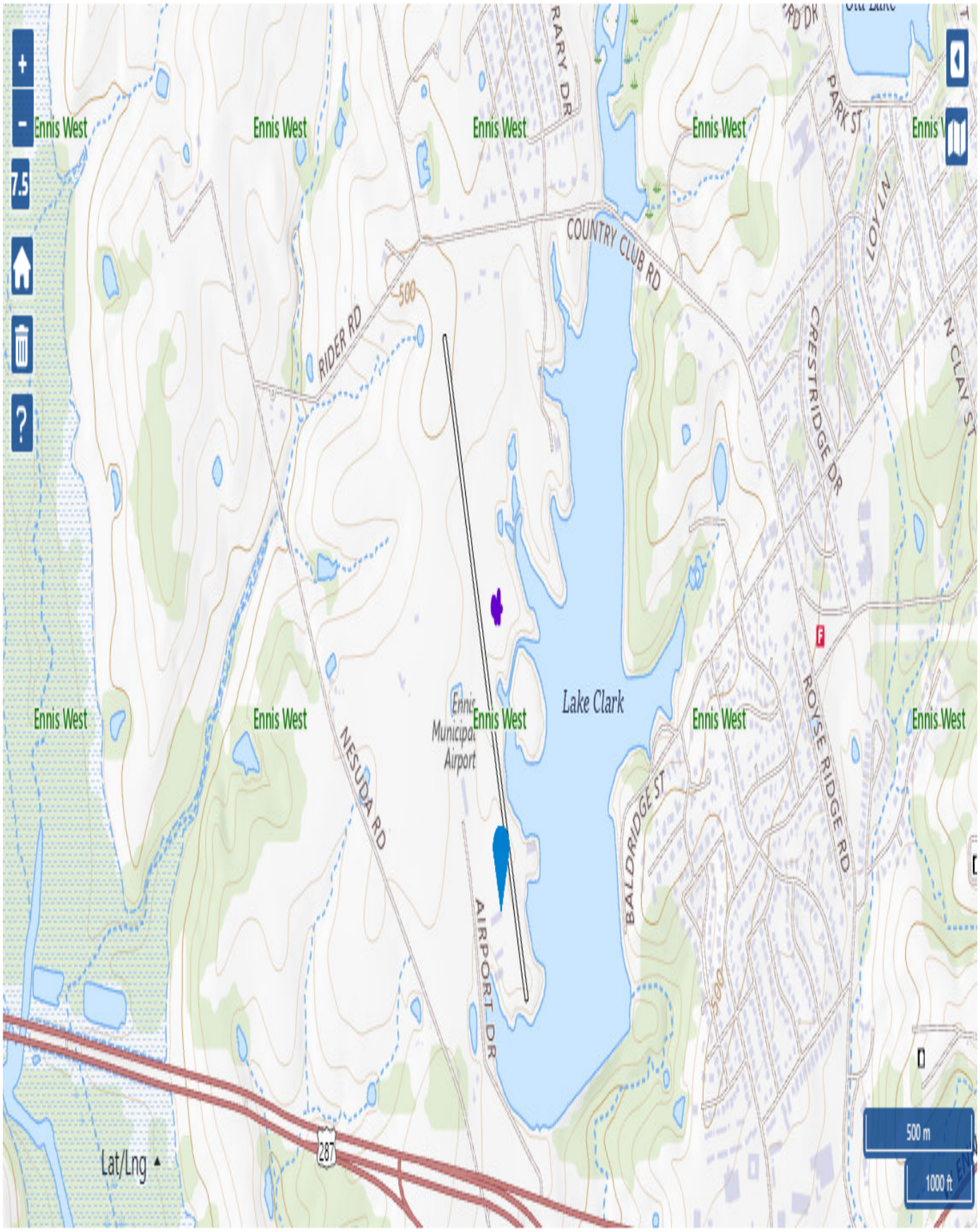
NO.	BY	DATE	DESCRIPTION

AIRPORT LAYOUT PLAN

EXHIBIT 'A'
AIRPORT PROPERTY INVENTORY MAP

FAA AIRSPACE CASE NO. 2025-ASW-3624-NRA
WOOLPERT PROJ. NO. 10018246
DATE: MARCH 2026

SHEET NO. 14 of 14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NESUDA RD
AIRPORT DR
BALDRIDGE ST
ROYSE RIDGE RD
CRESTRIDGE DR
PARK ST
LOY LN
N CLAY ST
500
500
287
7.5
Lat/Lng
500 m
1000 ft

AGREEMENT
BETWEEN
OWNER AND CONTRACTOR

STATE OF TEXAS §
CITY OF ENNIS §

KNOW ALL MEN BY THESE PRESENTS

This Agreement is made by and between the City of Ennis, hereinafter called "Owner", and CONTRACTOR NAME and contractor's executors, administrators, heirs, successors or assigns hereinafter called "Contractor".

The Owner desires to enter into a contract for airport improvement as is more fully described in the Contract Documents and Plans & Specifications in accordance with the provisions of the state statutes.

The Contractor has been engaged in and now does such work and represents that Contractor is fully equipped, competent, and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the Contract Documents.

The Owner and the Contractor for and in consideration of the mutual covenants set forth, agree as follows:

WORK
Contractor shall furnish all the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work indicated in the Contract Documents.

The Project and general work is described as follows:
Install Automated Weather Observing System at the Ennis Municipal Airport.

HUB REQUIREMENT
HUB participation goal in Historically Underutilized Business Contract Provisions, as found in the General Construction Contract Provisions, is set at **0%** for this contract.

CONTRACT TIME
The CONTRACTOR will commence the work required by the Contract Documents on the date indicated on the Notice to Proceed and will complete the work within 90 calendar days, excluding FAA review time, unless the period for completion is extended in accordance with the Contract Documents. If the Contractor does not complete the work within the specified time, the CONTRACTOR agrees to pay as liquidated damages the sum of **$200.00**, for each calendar day thereafter until the work is completed in accordance with the Contract Documents.

CONTRACT PRICE
The CONTRACTOR agrees to perform all the work described in the Contract Documents not to exceed the sum of **$XXXXXXXX.XX** (WRITE AMOUNT IN WORDS), as described in the proposal as **24AWENNIS**: base bid and alternates a and 2.

CONTRACT DOCUMENTS
The term Contract Documents means and includes the following which are incorporated herein by reference as if fully reproduced:

A. Proposal
B. Agreement Between Owner and Contractor
C. Performance Bond
D. Payment Bond
E. Technical Specifications
F Wage Rates
G. Addenda (if any)
H. General Construction Contract Provisions, Volume dated February 2013 (Available at TxDOT, Aviation Division, 6230 E. Stassney Lane, 2nd Floor, Austin, Texas 78744; Use latest version of referenced Advisory Circulars.)

PAYMENT
The OWNER will pay the CONTRACTOR in the manner and at such times and in such amounts as required by Aviation Construction General Provision, Section 90 and the contract documents.

The CONTRACTOR expressly warrants that no third person has been employed to solicit or obtain this contract in Contractor's behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by Contractor hereunder, and that Contractor has not in estimating the contract price demanded, included any sum by reason of any such brokerage, commission or percentage; and that all monies payable to Contractor hereunder are free from all obligations of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid or both.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction of the work called for and described herein.

The Contractor hereby certifies that all franchise taxes are paid and in good standing or that Contractor is not subject to franchise taxes.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials this agreement in duplicate, each of which shall be deemed an original on the date first written above.

CONTRACTOR

Name:_____ _____
Contractor (Print Name) Title

_____ _____
Signature of Contractor Date

_____
Address: Phone Number:_____
_____

_____ Fax Number:_____

Acceptance by the Owner:

By:_____ Date:_____