ENNIS CITY COMMISSION AGENDA
TUESDAY, NOVEMBER 17, 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
- George McLelland, Pretreatment Coordinator, Wastewater Plant

B.3. City of Ennis New Employee Recognition

B.4. City of Ennis Employee Promotions
- Ashleigh Salim, Economic Development & Grants Coordinator
- Katrinia Roberson, Assistant Director of Finance
- Jose Barcenas, Sanitation Superintendent

B.5. 2026 Small Business Saturday Proclamation

B.6. Presentation of the Fiscal Year 2026 4th Quarter Investment Report
FY 2026 4th Quarter Investment Report

B.7. Presentation of the Fiscal Year 2027 Adopted Budget Book
FY 2027 Adopted Budget Book

B.8. 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 October 12, 2026, Ennis City Commission Workshop Minutes.

CC Minutes - October 12, 2026 Workshop

E.2. Approval of the October 20, 2026, Ennis City Commission Regular Meeting Minutes.

CC Minutes - October 20, 2026 Regular Meeting

E.3. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the purchase of two (2) LIFEPAK 35 cardiac monitors and associated equipment from Stryker Sales, LLC, the sole-source provider of LIFEPAK cardiac monitors, in an amount not to exceed $156,208.28.

Stryker Sales LIFEPAK 35 Cardiac Monitors

E.4. Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the Mayor or designee to enter into an agreement with the Texas Department of Transportation for the temporary closure of state right-of-way in connection with a special event permit submitted by the Greater Ennis Chamber of Commerce; finding a public purpose, and authorizing execution of related documents.

TxDOT ROW Temporary Closure

E.5. Approval of a Resolution reauthorizing the City of Ennis Investment Policy for FY2027.

FY 2027 Investment Policy

E.6. Approval of 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 Supplemental Budget Carry Forward and Amendment

F. PUBLIC HEARING

F.1. Conduct a Public Hearing to discuss and consider an Ordinance approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of East Ennis Avenue and North Sonoma Trail. Ellis CAD ID 308265.

Public Hearing for Type II Site Plan

F.2. Conduct a Public Hearing and consider approval of a Resolution authorizing a Chapter 380 Economic Development Agreement between the Ennis Economic Development Corporation and Tee 18 Investments, LLC.

Public Hearing for Chapter 380 Agreement Tee 18 Investments LLC

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

G.1. Discuss and consider an Ordinance amending Chapter 10 of the City of Ennis Code of Ordinances by adding Article XII, “Unattended Donation Bins,” establishing permitting requirements and regulations for the placement, operation, and maintenance of unattended donation bins, and providing for enforcement and penalties.

Code of Ordinances Amendment - Donation Bins

G.2. Discuss and consider an Ordinance amending the Code of Ordinances by adding Chapter 20, “Parks and Recreation,” to regulate hours, closures, activities, behavior, noise, park reservations, and fees for city parks; repealing Article V, “Parks and Recreation Areas,” of Chapter 16, “Streets, Sidewalks, Other Public Places and Cemeteries”; providing a severability clause; providing a savings clause; providing for penalties and other remedies; and providing an effective date.

Code of Ordinances Amendment - Parks and Recreation

G.3. Discuss and consider an Ordinance amending Chapter 2, Article I, Section 2-1, “Municipal Fee and Use Schedule,” of the City of Ennis Code of Ordinances to establish annual permit fees, impoundment fees, and daily storage fees for unattended donation bins, and to establish fees for concessions and vendors in City parks and recreational facilities.

Fee Schedule Amendment

G.4. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, adopting a Facility Use Agreement with the Ennis Youth Baseball & Softball Association, and authorizing the City Manager or designee to execute all related contracts.

Facility Use Agreement - Ennis Youth Baseball & Softball

G.5. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, adopting a Facility Use Agreement with the Ennis Soccer Association, and authorizing the City Manager or designee to execute all related contracts.

Facility Use Agreement - Ennis Soccer Association

G.6. Discuss and consider a Resolution awarding a service contract to HUB International to provide employee benefits brokerage and consulting services to the City of Ennis, including benefits plan procurement, administration, cost-containment strategies, employee education, enrollment support, vendor negotiations, compliance guidance, and ongoing consultation to support the City’s employee benefits programs and ensure fiscal responsibility, for an initial three-year term at an annual fee of $44,400, for a total contract amount of $133,200.

HUB International - Employee Benefits Brokerage and Consulting Services

G.7. 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 $476,000.00 for architectural, engineering, and related professional services necessary for the planning and design of the animal shelter.

Resolution for Joint Animal Shelter ILA

G.8. Discuss and consider appointments to the Ennis Arts Commission.
Ennis Arts Commission Appointments

G.9. Discuss and consider appointments to the Historic Landmark Commission.
Historic Landmark Commission Appointments

G.10. Discuss and consider appointments to the Railroad and Cultural Heritage Museum Board.
Railroad Museum Board Appointments

G.11. Discuss and consider reappointments to the Zoning Board of Adjustment.
Zoning Board of Adjustment Reappointments

G.12. Discuss and consider appointments to the Zoning Board of Adjustment.
Zoning Board of Adjustment Appointments

G.13. Discuss and consider appointments and reappointments to the TIRZ #1 Board.
TIRZ #1 Board Appointments and Reappointments

G.14. Discuss and consider appointments and reappointments to the TIRZ #2 Board.
TIRZ #2 Board Appointments and Reappointments

G.15. Discuss and consider appointments and reappointments to the TIRZ #3 Board.
TIRZ #3 Board Appointments and Reappointments

H. EXECUTIVE SESSION

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

H.1. Section 551.0761 (1) and (2) - Deliberation regarding critical infrastructure facility:

- *Communications Infrastructure and Cybersecurity*

H.2. 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 v. District Partners Ltd, and the real property located at 112 W. Brown Street (aka 114 W. Brown Street, 115 W. Brown Street, 118 W. Brown Street, and 110 S. Dallas Street), Ennis, Texas 75119 (in rem), Cause No. 116742, pending the 40th Judicial District Court, Ellis County*
- *City of Ennis v. District Partners Ltd, and the real property located at 103 S.W. Main Street, Ennis, Texas 75119 (in rem), Cause No. 120670, pending the 40th Judicial District Court, Ellis County*
- *City of Ennis v. District Partners Ltd, and the real property located at 114 W. Knox Street, Ennis, Texas and 116 W. Knox Street, Ennis, Texas (in rem), Cause No. 120121, pending the 40th Judicial District Court, Ellis County*
- *Rooftop Lights*

H.3. 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*

H.4. Section 551.074 - Deliberation regarding the appointment, employment, evaluation,

reassignment, duties, discipline, or dismissal of a public officer or employee:

- *City Manager*

I. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

J. ADJOURNMENT

Regarding item E.6., the City provides the following information in compliance with the Texas Government Code Section 551.043(c): (i) a copy of the City's adopted budget may be located on the City's home page of its website and at:

https://www.ennistx.gov/media/Finance/FY2027AdoptedBudgetBook

and (ii) Taxpayer Impact Statement – For the median-valued homestead property a comparison of the current property tax bill in dollars pertaining to the property for the current fiscal year ("FY"), an estimate if the proposed budget is adopted for the upcoming FY, and an estimate of a balanced budget at the no-new-revenue tax rate for the upcoming FY is below:

Median-Valued Homestead Property of:	Property Tax Bill in Dollars
$ 227,685 for FY2026	$ 1,749.48
Estimate if proposed budget is adopted for FY2027	$ 1,521.48
Estimate if budget is funded and adopted at the no-new-revenue rate for FY2027	$ 1,523.63

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: ***Tuesday, November 10, 2026, at 5:00 P.M.***, and will remain posted for at least two hours after said meeting was convened.

Bethany Prewitt

_____

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 ext. 2236 or email: bprewitt@ennistx.gov, at least 48 hours in advance of the meeting.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Presentation of the Fiscal Year 2026 4th Quarter Investment Report
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Finance
Staff Contact:	Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The City's public funds are invested in accordance with the City's adopted Investment Policy and the requirements of the Texas Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code. The PFIA establishes statutory requirements governing the investment of public funds by Texas municipalities and is intended to promote the preservation of principal, maintenance of adequate liquidity, and appropriate investment of public funds.

As part of the statutory reporting requirements, Texas Government Code Section 2256.023 requires the City's investment officer, not less than quarterly, to prepare and submit to the governing body a written report of investment transactions for all funds subject to the Act.

The attached 4th Quarter Public Funds Investment Overview provides the City Commission of the City of Ennis with an overview of the City's investment activity and portfolio position for the period July 1, 2026, through September 30, 2026. The report is intended to provide transparency regarding the management of public funds and to demonstrate that the City's investment activities remain consistent with the City's adopted Investment Policy and applicable state law.

FINANCIAL IMPACT:

Available public funds are invested to generate interest earnings. Such earnings are recognized as revenue in the respective fund. The attached report identifies the City's investment portfolio and reports $1,004,044.95 as investment interest earnings for the fiscal year ending September 30, 2026.

POLICY IMPLICATIONS:

Staff recommends approval.

ATTACHMENTS:

4th Quarter Investment Report2

ENNIS
TEXAS

The bluebonnet spirit of Texas

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30,2026

The investment portfolio of the City of Ennis is in compliance with Public Funds Investment Act and the Investment Policy and Strategies.

Finance Director

CITY OF ENNIS
QUARTERLY INVESTMENT PERFORMANCE
September 30, 2026

Summary

Asset Type	6/30/2026 Book Value	6/30/2026 Market Value	9/30/2026 Book Value	9/30/2026 Market Value	Ave. Yield
Prosperity Saving Accounts	11,191,973	11,191,973	11,282,137	11,282,137	2.91%
TexPool	23,268,189	23,268,189	32,030,530	32,030,530	3.76%
Certificate of Deposits	3,209,876	3,209,876	6,250,815	6,250,815	3.86%
Totals	**$ 37,670,038**	**$ 37,670,038**	**$ 49,563,482**	**$ 49,563,482**	**3.51%**

Average Yield - Current Quarter

Total Portfolio	3.51%
Prosperity Account	2.91%
TexPool	3.76%
Certificate of Deposits	3.86%

Interest Earnings

Quarterly Interest Income	$ 397,824.47

Average Yield - Current Quarter

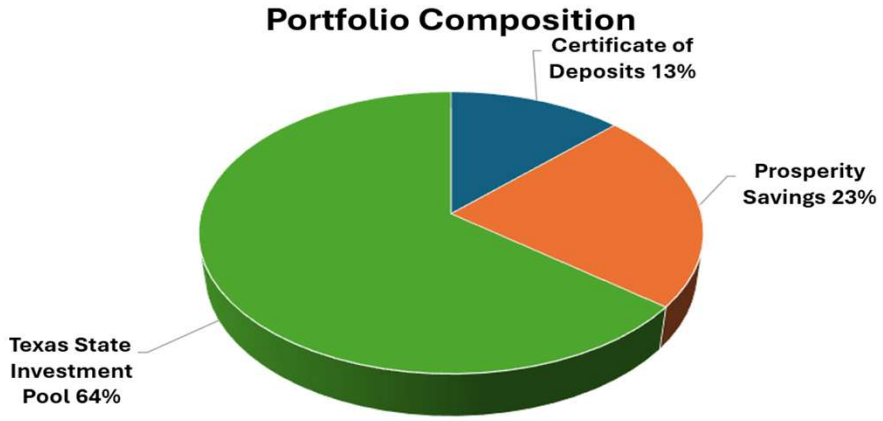
Total Porfolio	3.55%
Prosperity Account	2.95%
TexPool	3.71%
Certificate of Deposits	3.99%

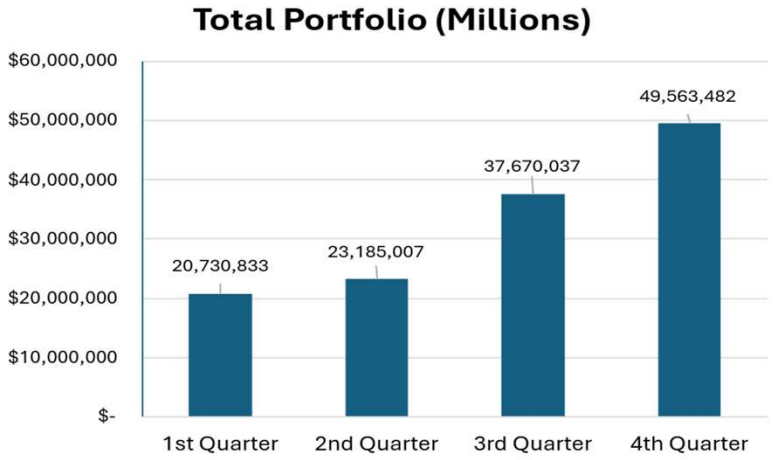
Interest Earnings YTD

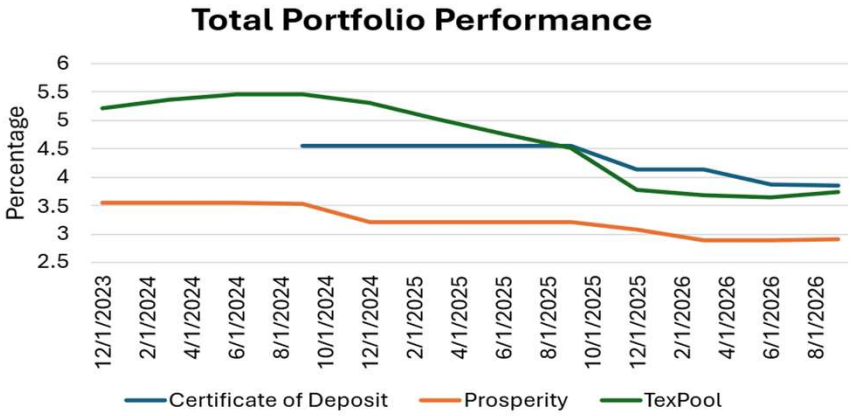
Year-To-Date Interest Income	$ 1,004,044.95

CITY OF ENNIS
INVESTMENT ACTIVITY
September 30, 2026

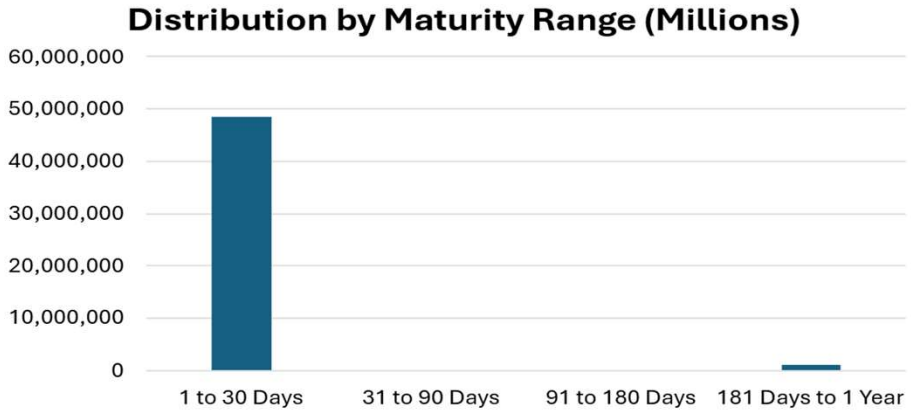
Description	Ratings	Yield	Maturity Date	Name	Portfolio	Book Value 6/30/2026	Interest Earned	Bank Withdrawals/Deposits	Book Value 09/30/26
Prosperity Bank		3.25%	9/30/2026	General 7481	Savings	7,245,461.94	58,657.23	0.00	7,304,119.17
Prosperity Bank		2.22%	9/30/2026	EDC 3801	Savings	175,194.64	974.49	0.00	176,169.13
Prosperity Bank		3.25%	9/30/2026	W&S 7211	Savings	3,771,316.85	30,531.53	0.00	3,801,848.38
Prosperity Bank CD		3.75%	9/16/2026	EDC CD 6-12 Month	6-12 Month	1,068,333.00	19,866.60	0.00	1,088,199.60
Prosperity Bank CD		3.90%	9/11/2026	EDC CD 24-36 Month	24-36 Month	1,070,307.37	10,406.91	0.00	1,080,714.28
Prosperity Bank CD		3.95%	9/12/2027	EDC CD 36-60 Month	36-60 Month	1,071,235.55	10,665.40	0.00	1,081,900.95
Prosperity Bank CD		3.84%	10/28/2026	QIPP CD 3 Month	3 Month CD	0.00	0.00	3,000,000.00	3,000,000.00
TexPool	AAAm	3.76%	9/30/2026	1992 Library	TexPool	186.48	1.84	0.00	188.32
TexPool	AAAm	3.76%	9/30/2026	2002 Water Const	TexPool	22,983.95	214.73	0.00	23,198.68
TexPool	AAAm	3.76%	9/30/2026	EDC TexPool	TexPool	3,231,790.16	31,618.52	325,000.00	3,588,408.68
TexPool	AAAm	3.76%	9/30/2026	EDC TexPool - Operating	TexPool	2,285,560.70	26,159.81	2,570,619.35	4,882,339.86
TexPool	AAAm	3.76%	9/30/2026	General TexPool	TexPool	6,115,899.86	57,125.67	0.00	6,173,025.53
TexPool	AAAm	3.76%	9/30/2026	General TexPool Capital Fund	TexPool	3,073,554.87	48,039.01	2,600,000.00	5,721,593.88
TexPool	AAAm	3.76%	9/30/2026	Library Endow	TexPool	262,131.03	2,448.37	0.00	264,579.40
TexPool	AAAm	3.76%	9/30/2026	QIPP	TexPool	7,024,954.53	89,428.21	3,000,000.00	10,114,382.74
TexPool	AAAm	3.76%	9/30/2026	Sanitation	TexPool	1,251,127.01	11,686.15	0.00	1,262,813.16
				Total		**37,670,037.94**	**397,824.47**	**11,495,619.35**	**49,563,481.76**







*First CD was 9/2024



Cash and Investment by Fund *

September 30,2026

Fund	6/30/2026	9/30/2026	Increase (Decrease)
Fund			
1992 Library	186.48	188.32	1.84
2002 Water Const	22,983.95	23,198.68	214.73
EDC	1,068,333.00	1,088,199.60	19,866.60
EDC	1,070,307.37	1,080,714.28	10,406.91
General	7,245,461.94	7,304,119.17	58,657.23
Library Endow	262,131.03	264,579.40	2,448.37
QIPP	0.00	3,000,000.00	3,000,000.00
QIPP	7,024,954.53	10,114,382.74	3,089,428.21
Water & Sewer	3,771,316.85	3,801,848.38	30,531.53
Total	**37,670,037.94**	**49,563,481.76**	**11,893,443.82**

*The reported fund balance reflects settled transactions only and excludes deposits in transit and outstanding checks that have not yet cleared.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission
Subject: Approval of the October 12, 2026, Ennis City Commission Workshop Minutes.
Meeting: ENNIS CITY COMMISSION - 17 Nov 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the October 12, 2026, Ennis City Commission Workshop are submitted for the City Commission's review and approval. The minutes are intended to serve as the official record of actions taken during the meeting.

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

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

CC Workshop Minutes - 10-12-2026

ENNIS CITY COMMISSION WORKSHOP MINUTES
MONDAY, OCTOBER 12, 2026

A. CALL TO ORDER

Mayor Isbell called a Workshop of the Ennis City Commission to order on Monday, October 12, 2026, at 6:01 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	Absent
Mayor Pro Tem Espedal	Present	Commissioner Polk	Present
Commissioner Falkenbach	Present	Commissioner Pierce	Present
Commissioner Jones	Present		

The invocation was given by City Manager Andrea Weckmueller-Behringer.
The Pledge of Allegiance was led by Mayor Isbell.

B. STREETS WORKSHOP

B.1. What City of Ennis Maintains

Assistant Public Works Director Clinton Sumerall addressed the Commission and provided an overview of the City's street maintenance responsibilities, including 266 lane miles, 2.3 million square yards of pavement, over 4,000 signs, and 700 streetlights, maintained by an 11-member crew with an annual pavement budget of $1.2 million. Discussion included street maintenance jurisdictions, funding options, pothole repairs, and pavement condition assessments.

B.2. What City of Ennis Has Done

Assistant Director Sumerall reviewed completed, ongoing, and upcoming street projects. During FY 2025–2026, the City completed 92,500 square yards of street improvements across 15 streets at a cost of $993,000 from the Street Sales Tax Fund. Staff discussed work performed by City crews versus contracted services, pothole response times averaging less than 24 hours, and pavement assessment methods. The 2024 citywide pavement survey resulted in a Pavement Condition Index (PCI) score of 74.

B.3. Street Expenses

Assistant Director Sumerall reviewed the various layers of street construction and associated repair costs, noting that deeper repairs and delayed maintenance result in higher expenses. The City's annual street maintenance budget is $1.2 million, compared to an estimated $5.65 million needed to maintain current pavement conditions, resulting in an annual funding gap of approximately $4.4 million.

B.4. Street Condition Data

Assistant Director Sumerall discussed concerns with the accuracy of RAS pavement scores, noting that 12 of 18 streets reviewed had discrepancies. Staff also noted that PCI scores do not account for underlying base failures and may not reflect actual ride quality. An overview of the asset management system was provided, noting that additional work is needed to verify pavement data and catalog stormwater assets.

DRAFT

B.5. Proposed Street Maintenance Plans
Assistant Director Sumerall discussed the development of a pavement management program, including reliable data, asset documentation, service levels, and safety. Assessment options, including a pilot program versus a full assessment, were reviewed. Staff outlined a timeline for assessments, data validation, budget scenarios, and adoption of a pavement management plan by summer 2027 to guide the FY 2028 budget. Upcoming Commission decisions include target pavement scores, maintenance backlog goals, repair versus reconstruction priorities, and planning horizons.

C. ADJOURNMENT
With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 7:52 P.M.

ATTEST: APPROVED:

_____ _____
CITY SECRETARY MAYOR

DRAFT

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of the October 20, 2026, Ennis City Commission Regular Meeting Minutes.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

The minutes for the October 20, 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 - 10-20-2026

ENNIS CITY COMMISSION REGULAR MEETING MINUTES
TUESDAY, OCTOBER 20, 2026

A. CALL TO ORDER

Mayor Pro Tem Espedal called a Regular Meeting of the Ennis City Commission to order on Tuesday, October 20, 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 6:56 PM	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 Commissioner Falkenbach.
The Pledge of Allegiance was led by Mayor Pro Tem Espedal.

B. PRESENTATIONS

B.1. Mayor Spotlight - Mayoral recognition of City of Ennis employees for outstanding service, achievements, and contributions to the City

Mayor Pro Tem Espedal stated that item B.1. would be taken out of order and presented later in the meeting.

B.2. City of Ennis Employee of the Month

Mayor Pro Tem Espedal introduced the City of Ennis Employee of the Month, Christopher Stroud, Detention Officer.

B.3. City of Ennis New Employee Recognition

Assistant City Manager Matt Wojnowski introduced new City of Ennis employees Adrianna Sharkey, Public Works Asset Manager; Sean Bobalik, Water Treatment Plant Superintendent; Harley Williams, Street Maintenance Technician; and Javier Rendon, Sanitation Loader.

B.4. Texas Police Chiefs Association Accreditation

Chief of Police Dustin Munn addressed the Commission and provided an overview of the Ennis Police Department's recent accreditation through the Texas Police Chiefs Association Foundation (TPCAF). Chief Carl Smith of the Midlothian Police Department and Chief Joe Wiser of the Waxahachie Police Department were also present. Chief Smith provided additional information regarding the TPCAF Accreditation Program and the accreditation process. Both chiefs congratulated the Ennis Police Department on achieving accreditation.

B.5. Arbor Day Proclamation

Mayor Pro Tem Espedal read an Arbor Day proclamation and recognized Paul Liska, Parks & Recreation Director, and Mary Brodie, Parks & Recreation Administrative Assistant.

B.6. 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.

DRAFT

Assistant Director Summerall provided an overview of the work that was completed in September, the work underway in October, and the work planned for November.

C. CITIZENS PUBLIC COMMENT PERIOD

Sandy Roberts, 711 Ascot Ct, spoke regarding the newly installed medians on N Kaufman by the Texas Department of Transportation (TxDOT) and expressed concerns about nighttime visibility due to lack of painted curbs and adequate lighting.

D. COMMISSIONER UPDATES

Commissioner Falkenbach provided a reminder to the community of the upcoming Autumn Daze Festival on October 24 – October 25.

Mayor Pro Tem Espedal recognized local coffee shop Sunshine Brews on receiving the "Best of Texas Coffeehouse 2026" title.

E. CONSENT ITEMS

E.1. Approval of the September 15, 2026, Ennis City Commission Regular Meeting Minutes.

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

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

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

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.

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.

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.

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.

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.

Mayor Pro Tem Espedal read the item. Commissioner Falkenbach made a motion, seconded by Commissioner Hejny, to approve items E.1. – E.9.

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

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

DRAFT

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.

Mayor Pro Tem Espedal read the item. Community Health & Development Director Kevin Howard addressed the Commission and presented the rezoning case.

Mayor Pro Tem Espedal continued the public hearing from August 18, 2026, at 6:45 P.M.

Barbara Webb, 1500 Phillips Dr, spoke regarding traffic concerns.

Chad Adams, 1360 Trophy Court West, Midlothian, spoke in favor of the zoning change.

Mayor Pro Tem Espedal closed the public hearing at 6:50 P.M.

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".

Mayor Pro Tem Espedal read the item and opened the public hearing at 6:52 P.M. Director Howard addressed the Commission and presented the proposed UDO amendments.

[Mayor Isbell arrived at 6:56 P.M.]

No one spoke and the public hearing was closed at 6:59 P.M.

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.

Mayor Isbell read the item. Mayor Pro Tem Espedal made a motion, seconded by Commissioner Jones, to approve the rezoning of 2200 Country Club Road.

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

B.1. Mayor Spotlight - Mayoral recognition of City of Ennis employees for outstanding service, achievements, and contributions to the City

Mayor Isbell returned to Item B.1., Mayor Spotlight, and announced Katrinia Roberson,

Purchasing Manager in the Finance Department, as the recipient of the Mayor Spotlight recognition.

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".
Mayor Isbell read the item. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the amendments to the Ennis Unified Development Ordinance.
A vote was cast, 7 in favor, 0 against. Motion passed.

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.
Mayor Isbell read the item. No action.

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.
Mayor Isbell read the item. Economic Development Director Miriam Castillo addressed the Commission, stating that the terms of the agreement allow the City to collect 20% of net sales.
A vote was cast, 7 in favor, 0 against. Motion passed.

G.5. Discuss and consider a Resolution of the City Commission of the City of Ennis, Texas, 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.
Mayor Isbell read the item. No action.

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.
Mayor Isbell read the item. City Manager Andrea Weckmueller-Behringer addressed the Commission via Teams, presenting the resolution awarding 26-101-13 Automated Weather

Observing System (AWOS III-PT) – Ennis Municipal Airport to DBT Transportation Services LLC. Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the award to DBT Transportation Services LLC.
A vote was cast, 7 in favor, 0 against. Motion passed.

[Mayor Isbell read the Executive Session agenda and recessed the Commission into Closed Session at 7:25 P.M.]

H. EXECUTIVE SESSION

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***

[Mayor Isbell reconvened the Commission into Open Session at 9:54 P.M.]

H. ACTION NECESSARY AS A RESULT OF THE EXECUTIVE SESSION

Commissioner Hejny made a motion, seconded by Commissioner Falkenbach, to approve the extension of the Tolling Agreement with Epicenter to January 20, 2027.
A vote was cast, 7 in favor, 0 against. Motion passed.

I. ADJOURNMENT

With no other business before the Commission, Mayor Isbell declared the meeting adjourned at 9:55 P.M.

DRAFT

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR

DRAFT

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of a Resolution of the City Commission of the City of Ennis, Texas, authorizing the purchase of two (2) LIFEPAK 35 cardiac monitors and associated equipment from Stryker Sales, LLC, the sole-source provider of LIFEPAK cardiac monitors, in an amount not to exceed $156,208.28.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Fire
Staff Contact:	Bill Evans, Fire Chief

BACKGROUND INFORMATION:

The Ennis Fire Department operates as an Advanced Life Support (ALS) first-response organization, providing critical prehospital emergency medical care prior to the arrival of Allegiance Mobile Health (AMH). Cardiac monitors are essential to daily EMS operations and are routinely used to assess heart rate, blood pressure, oxygen saturation (SpO_2), and cardiac activity, as well as to support treatment of cardiac emergencies and other life-threatening conditions.

The department currently maintains four frontline cardiac monitors assigned to its three first-out fire apparatus and one utility vehicle. The frontline inventory consists of two LIFEPAK 15 (LP15) monitors purchased in 2017 and two LIFEPAK 35 (LP35) monitors purchased in 2025. The department also maintains two LP15 monitors in reserve: one purchased in 2017 and one purchased in 2020.

The three LP15 monitors purchased in 2017 have exceeded their anticipated eight-year service life and are scheduled for removal from service.
The LP15 monitors are due for replacement for the following reasons:

- Age: LP15 monitors have exceeded their eight-year service life, increasing the potential for equipment failures.
- Manufacturer Support: with the introduction of LP35, the LP15 is an older generation platform that will eventually face limitations in manufacturer support, replacement parts and service availability.
- Standardization: Replacing the remaining LP15 monitors with LP35 units will standardize the department’s frontline cardiac monitor equipment, improving operational consistency, training efficiency, and equipment familiarity across all apparatus.

Purchasing two additional LP35 monitors will complete the transition to a standardized frontline platform. Upon approval, the department will maintain four LP35 monitors in frontline service and one LP15 monitor in reserve. The LP15 purchased in 2020 will be housed on the department’s reserve engine and deployed as needed during equipment maintenance, repairs, or other operational circumstances. All three LP15 monitors purchased in 2017 including the unit currently held in reserve will be removed from service.

This approach will provide standardized frontline equipment while preserving one reserve cardiac monitor to support continuity of ALS operations. Stryker Sales, LLC is the sole-source provider of LIFEPAK cardiac monitors. The total purchase price for the two LP35 monitors and associated equipment will not exceed $156,208.28.

FINANCIAL IMPACT:

Funding was allocated in the FY2027 budget (001-255-46040).

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

ENNIS FIRE DEPT LP35 x2 10-8-26
Treatment Sole-Source Letter
RESOLUTION NO.-LifePak 35 Cardiac Monitors - Pdf

stryker

ENNIS FIRE DEPT LP35 x2

Quote Number: 11313954

Version: 1

Prepared For: ENNIS FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Gary Montana

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/08/2026

Expiration Date: 12/31/2026

Contract Start:

Contract End:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	ENNIS FIRE DEPT	Name:	ENNIS FIRE DEPT	Name:	CITY OF ENNIS
Account #:	20240505	Account #:	20240505	Account #:	20036410
Address:	1700 LAKE BARDWELL DR	Address:	1700 LAKE BARDWELL DR	Address:	
	ENNIS		ENNIS		
	Texas 75119-6201		Texas 75119-6201		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	2	$52,942.00	$105,884.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	$1,040.00	$2,080.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	2	$3,120.00	$6,240.00
4.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	2	$925.00	$1,850.00
5.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	2	$1,018.00	$2,036.00
6.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	2	$33.00	$66.00
7.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	2	$37.00	$74.00
8.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	2	$44.00	$88.00
9.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	2	$72.00	$144.00
10.0	11335-000008	LIFEPAK 35 Storage Bag Kit	2	$624.00	$1,248.00
11.0	11335-000005	LIFEPAK Printer Kit	2	$3,120.00	$6,240.00
12.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	2	$125.00	$250.00
13.0	11140-000131	AC Power Cord (North America, hospital grade)	2	$113.00	$226.00
15.0	11260-000073	Shoulder Strap	2	$78.00	$156.00
			Equipment Total:		$126,582.00

stryker

ENNIS FIRE DEPT LP35 x2

Quote Number: 11313954

Version: 1

Prepared For: ENNIS FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Gary Montana

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 10/08/2026

Expiration Date: 12/31/2026

Contract Start:

Contract End:

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
16.1	LIFEPK35-FLD-PRO	Nellcor/Masimo SpO2, EtCO2, NIBP, Temp/IP (ICU Medical), 3/5-lead ECG for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	60	2	$12,115.00	$24,230.00

ProCare Total: $24,230.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
14.0	11150-000020	LIFEPAK Cellular Modem, North America	2	$1,560.00	$3,120.00

Data Solutions Total: $3,120.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$2,276.28
Grand Total:	$156,208.28

Prices: In effect for 30 days

Terms: Net 30 Days

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ENNIS FIRE DEPT LP35 x2

Quote Number:	11313954	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	ENNIS FIRE DEPT	Rep:	Gary Montana
	Attn:	Email:	gary.montana@stryker.com
		Phone Number:	(817) 846-0415

Quote Date:	10/08/2026
Expiration Date:	12/31/2026
Contract Start:	
Contract End:	

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

October 2026

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) LIFEPAK 35 CARDIAC MONITORS FROM STRYKER SALES, LLC, THE SOLE-SOURCE PROVIDER OF LIFEPAK CARDIAC MONITORS, IN AN AMOUNT NOT TO EXCEED $156,208.28.

WHEREAS, the new cardiac monitors will be purchased from Stryker Sales, LLC, the sole-source provider of LifePak 35 cardiac monitors; and

WHEREAS, the new LifePak 35 cardiac monitors will replace two (2) of our aging frontline LifePak 15 cardiac monitors.

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

SECTION 1: The City Commission hereby approves the purchase of two (2) LifePak 35 cardiac monitors from Styker Sales, LLC.

SECTION 2: This Resolution shall become effective from and after its date of adoption.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 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, authorizing the Mayor or designee to enter into an agreement with the Texas Department of Transportation for the temporary closure of state right-of-way in connection with a special event permit submitted by the Greater Ennis Chamber of Commerce; finding a public purpose, and authorizing execution of related documents.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Economic Development
Staff Contact:	Andrew Alvarado, Tourism & Events Manager

BACKGROUND INFORMATION:

The Greater Ennis Chamber of Commerce is planning to host the Annual Lights of Ennis Parade of Lights in Downtown Ennis on December 3, 2026. The parade route will begin on North Clay Street, which will serve as the staging area, and proceed onto West Ennis Avenue, a roadway under the jurisdiction of the Texas Department of Transportation (TxDOT).

In accordance with new requirements established by TxDOT for entities seeking to utilize state-maintained roadways for community events, TxDOT has requested the formal execution of an agreement between the City of Ennis and TxDOT authorizing the temporary closure of West Ennis Avenue from 6:30 p.m. to 8:00 p.m. on December 3, 2026, to accommodate the parade.

The Greater Ennis Chamber of Commerce has submitted a Special Event Permit application pursuant to City of Ennis Ordinance No. 25-0415-G3, governing special events and the use and associated closure of public rights-of-way within the City of Ennis.

FINANCIAL IMPACT:

None related to the agreement with TxDOT; fees associated with the roadway closure as specified in the City's Fee Schedule.

POLICY IMPLICATIONS:

Vibrant Lifestyle - Elevate life experiences throughout our community by providing residents and visitors with opportunities to enjoy events and entertainment, and celebrate the holiday festivities.

RECOMMENDATION:

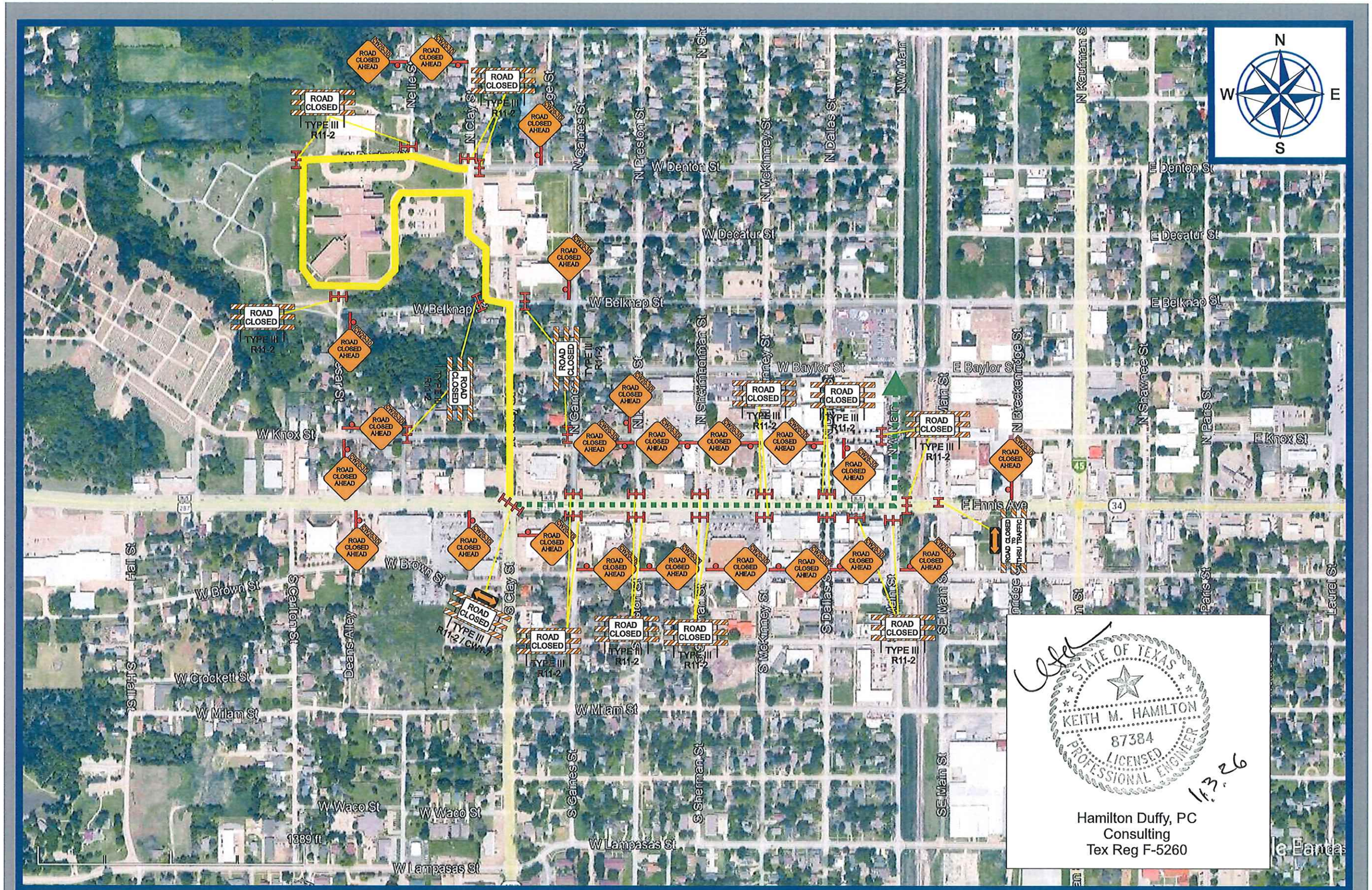
Staff recommends approval of this item.

ATTACHMENTS:

Lights of Ennis Traffic Control Plan

E.4.

Closure of right -of-way for 2026 Lights of Ennis Parade(TEA30A)
RESOLUTION NO.-Lights of Ennis TXDOT Agreement - Pdf



SALESMAN EXECUTIVE
Ethan McKenzie

TCP DESIGNER
Keith Hamilton

THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO RELIEVE THE CONTRACTOR FROM THE REQUIREMENTS SET FORTH BY RELATED CONTRACT DOCUMENTS, THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR THE OVERALL RESPONSIBILITY TO TRAFFIC CONTROL SAFETY.

LEGEND

H — Type 3 Barricade

NOTES

CONTACT:	Ernest Willis
CONTACT NUMBER:	972-268-5147
DATE:	08/17/2026

CONTRACTOR:	City of Ennis
CITY:	Ennis
JOB NAME:	E Ennis Ave & N Clay
LOCATION:	E Ennis Ave & N Clay
SCOPE OF WORK:	Special Event

BUYERS
BARRICADES

All Traffic Control Plans (TCPs) are the property of Buyers Barricades, Inc. and are included with Buyers Barricades rental agreements. Traffic Control Plans issued without a rental agreement will be charged to the customer.

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Ennis, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **West Ennis Avenue**, in Ellis, County; and

WHEREAS, the local government has requested the temporary closure of **West Ennis Avenue** for the purpose of **Lights of Ennis Parade**, from **6:30 pm** on **December 3, 2026** to **8:00 pm** on **December 3, 2026** as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the **17th** day of **November 2026**, the Ennis City Commission passed Resolution / Ordinance No._____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Agreement No._____

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of Ennis Attn: Lynda Isbell Mayor 107 N Sherman St – City Hall, 3rd Floor Ennis, TX 75119	Texas Department of Transportation Attn: Ceason Clemens, P.E. Dallas District Engineer 4777 E. Highway 80 Mesquite, TX 75150

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF ENNIS
Executed on behalf of the local government by:

Agreement No._____

By_____ Date_____
Lynda Isbell
City of Ennis Mayor

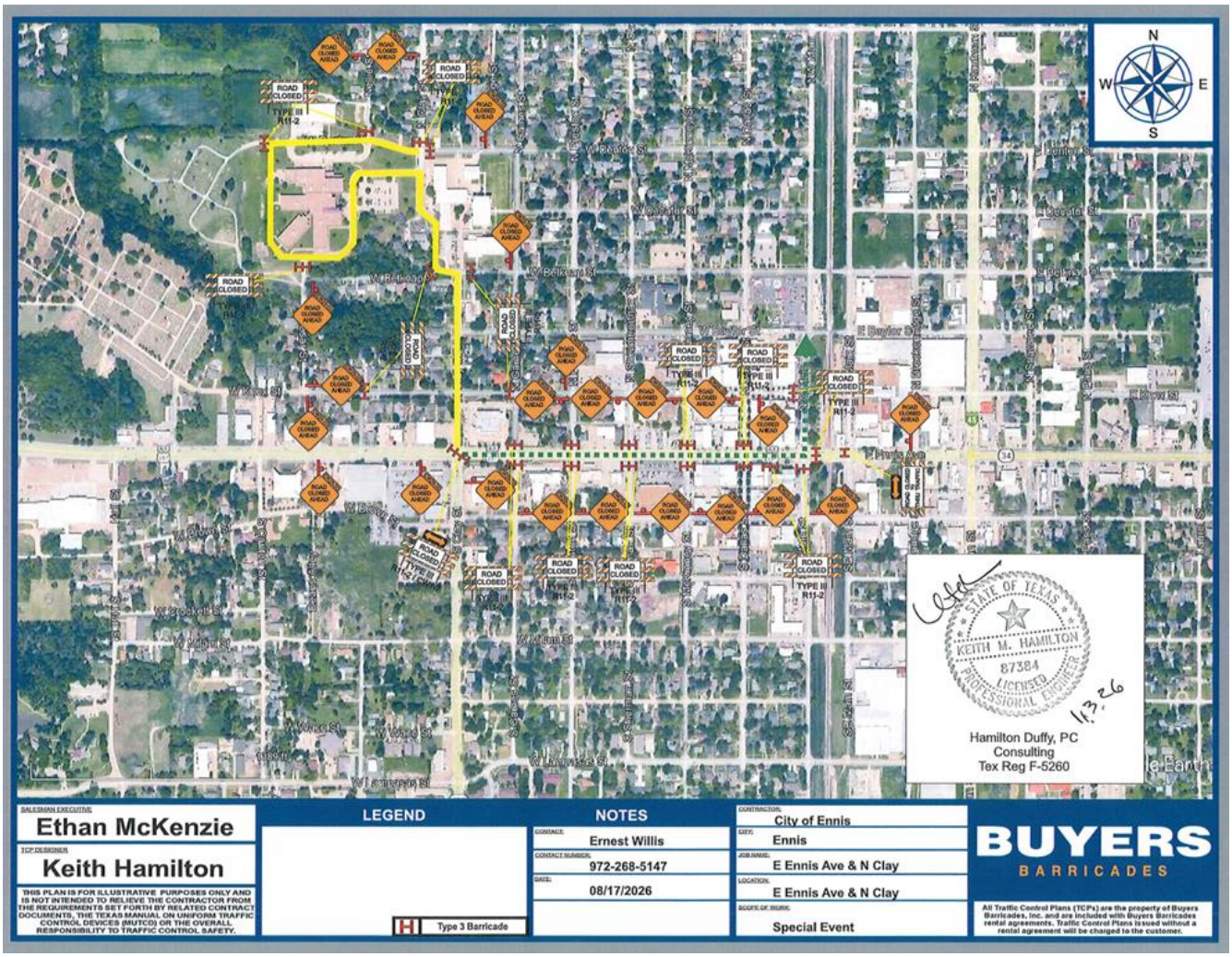
THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
Ceason Clemens, P.E.
Dallas District Engineer

Agreement No._____

Exhibit A

Traffic Control Plan



Agreement No._____

Exhibit B

Resolution

WHEREAS, **Greater Ennis Chamber of Commerce** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Ordinance No. 25-0415-G3 (Special Events) of the City of Ennis Code of Ordinance, for the use and closure of rights-of-way within the City of Ennis (hereinafter referred to as "the City") for the **2026 Lights of Ennis Parade from 6:30 pm to 8:00 pm on Thursday, December 3, 2026** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of Ennis (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **W Ennis Ave and NW Main St** within Ennis, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

Section 1: The City Commission hereby approves the Agreement between the City of Ennis and State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s).

Section 2: The Mayor of the City of Ennis is authorized to execute the Agreement on behalf of the City of Ennis.

Section 3: This Resolution shall take effect immediately from and after its passage and approval.

City of Ennis, TX

November 4, 2026

Record No: SPE-26-22

Special Event Permit Application

Status: Active

Submitted On: 6/9/2026

Applicant/Organization Information

APPLICATION DEADLINES

0-500 in attendance - 30 days prior
501-4,999 in attendance - 45 days prior
5,000+ in attendance - 60 days prior<prior
Run/Walk Events - 9 months prior<li

Applicant Name*

Geoeffery Williams

Applicant Mailing Address*

PO Box 1177, Ennis, TX 75120

Applicant Phone Number*

972-878-2625

Applicant Email*

gwilliams@ennis-chamber.com

Are you applying on behalf an organization?*

Yes

Organization Name*

Greater Ennis Chamber of Commerce

Organization Mailing Address*

PO Box 1177, Ennis, TX 75120

Organization Phone Number*

972-878-2625

Organization Email*

gwilliams@ennis-chamber.com

Will you be the Point of Contact during the event? *

Yes

Agreement No._____

Event Information

Event Title*

2026 Lights of Ennis Parade

Event Location*

North Clay Street/Ennis Ave

Brief Description of Event*

Christmas Parade of Lights

Requested Street/Right of Way Closure Start Date*

12/03/2026

Requested Street/Right of Way Closure End Date*

12/03/2026

Requested Street/Right of Way Closure Begin Time*

4:45PM

Requested Street/Right of Way Closure End Time*

8:00PM

Event Start Date*

12/03/2026

Event End Date*

12/03/2026

Event Operating Hours (List each day if different)*

Line up will begin at 5:30pm December 3, 2026. Parade will begin at the corner of N. Clay Street and W. Ennis Avenue at 7pm and ending roughly at 8PM.

Projected Expected Attendance*

5000

Event Type*

Parade

Parade Start Location/Address*

Corner of North Clay St./Ennis Ave

Agreement No._____

Parade End Location/Address*

NW Main Street/West Belknap Street

Parade Assembly Location/Address*

West Knox Street/West Denton Street

Is the event open to the public?*

Yes

Will admission be charged? *

No

Will this event take place in or near the downtown district?*

–

Will this event take place at a public park?*

No

Will amplified sound be used? *

Yes

Will this event require portable restrooms?*

No

Will fireworks / pyrotechnics be used? *

No

Will food / beverages be sold or conveyed to the public? *

No

Will alcohol be sold or conveyed?

No

Will this event have a petting zoo? *

No

Will this event need electrical power?*

No

Will this event require non-potable water?*

No

Will vendors utilize tents or canopies? *

No

Public Safety Plan

Emergency Services and Fire Safety

Will Emergency Medical Services be onsite?*

Yes

Emergency Services Provider Name*

Ennis Fire Dept

Emergency Services Contact Number*

TBD

The Special Events Coordinator and the Ennis Fire Chief will review the attendance estimate and will provide you with the number of personnel required for this event.

Police Services Plan

Will Police Services be onsite?*

Yes

Law Enforcement Provider *

Ennis Police Dept

Law Enforcement Point of Contact*

Ennis Police Dept

Law Enforcement Contact Number*

TBD

Will the event require the use of third-party security guards? *

No

The Special Events Coordinator and the Ennis Police Chief will review the attendance estimate and will provide you with the number of personnel required for this event.

Traffic Control Plan

Agreement No._____

Will a partial or full street closure be required?*

Yes

Provide a list of all streets affected by a partial or full closure. *

North Clay Street between West Denton St & Ennis Ave.
West Belknap St. to N. Gaines St.
West Baylor St. to N. Clay St.
W. Knox Str. to N. Gaines St.
Ennis Ave at Clay St to NW Main St.
N. Gaines St at Ennis Ave.
N. Preston St at Ennis Ave.
N. Sherman St. at Ennis Ave
N. McKinney St at Ennis Ave.
N. Dallas at Ennis Ave.
NW Main St. at Ennis Ave
NW Main St. at Dallas St
NW Main St. at Baylor St.
NW Main St. at the underpass at Baylor St.
NW Main St. at Belknap St.
Belknap St. at the underpass at NW Main St.

Will you provide your own barricades or will you need city-owned barricades?*

I will need to use city-owned barricades.

The Special Events Coordinator and the Streets Superintendent will review the needs of your event and will provide you with a resource list and applicable fees.

Clean-up Plan

11/4/26, 10:35 AM SPE-26-22

Will you be providing sanitation services or hiring 3rd party sanitation services?*

I will need to utilize city-sanitation services.

Will you be needing the city to provide trash barrels and dumpster?*

No

# of Trash Barrels Needed

–

The Special Events Coordinator and the Sanitation Superintendent will review the sanitation needs of your event and will provide you with a resource list and applicable fees.

Signature

Applicant Signature*

Geoeffery Williams
Jun 9, 2026

Final Review

The Special Events Coordinator will review this application and will provide you with a cost estimate for any City services needed no later than 15 days before the event. Once this application has been approved, you will receive a payment notification for the application fee.

Attachments

Event Site Plan REQUIRED
Line Up-Road Closure Map 2026 (Master Copy).pdf
Uploaded by gwilliams@ennis-chamber.com on Jun 9, 2026 at 11:10 AM

Agreement No._____

Parade Route REQUIRED
Line Up-Road Closure Map 2026 (Master Copy).pdf
Uploaded by gwilliams@ennis-chamber.com on Jun 9, 2026 at 11:10 AM

Traffic Control Plan
Line Up-Road Closure Map 2026 (Master Copy).pdf
Uploaded by gwilliams@ennis-chamber.com on Jun 9, 2026 at 11:10 AM

W-9 / EIN
Signed W-9GW 2026.pdf
Uploaded by gwilliams@ennis-chamber.com on Jun 9, 2026 at 11:10 AM

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY IN CONNECTION WITH A SPECIAL EVENT PERMIT SUBMITTED BY THE GREATER ENNIS CHAMBER OF COMMERCE; FINDING A PUBLIC PURPOSE; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the Greater Ennis Chamber of Commerce (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Ordinance No. 25-0415-G3 (Special Events) of the City of Ennis Code of Ordinances, for the use and closure of rights-of-way within the City of Ennis (hereinafter referred to as "the City") for the Lights of Ennis Parade from 6:30 pm to 8:00 pm on Thursday, December 3, 2026 (hereinafter referred to as the "Event"); and

WHEREAS, the Event will utilize both City and State rights-of-way; and

WHEREAS, the City has found the Event serves a public purpose; and

WHEREAS, the State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including West Ennis Avenue, within Ennis, Texas; and

WHEREAS, 43 TAC, Section 22.12, establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State, in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12, and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

SECTION 1: The City Commission hereby approves the Agreement between the City of Ennis and State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s).

SECTION 2: The Mayor of the City of Ennis is authorized to execute the Agreement on behalf of the City of Ennis.

SECTION 3: This Resolution shall take effect immediately from and after its passage and approval.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of a Resolution reauthorizing the City of Ennis Investment Policy for FY2027.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Finance
Staff Contact:	Stanley Muli, Finance Director

BACKGROUND INFORMATION:

The Texas Public Funds Investment Act (PFIA) (Chapter 2256 of the Texas Government Code) requires that municipalities adopt and annually approve a public funds investment policy. The policy authorizes the Finance Director to act as the investment officer. The policy language remains the same as last year's version.

FINANCIAL IMPACT:

The adoption of the City Investment Policy has no anticipated direct fiscal impact on the City's budget. The policy formalizes investment practices and establishes parameters for the safety, liquidity, and yield of public funds. Implementation will be managed within existing budgetary and staffing resources.

POLICY IMPLICATIONS:

The adoption of the City Investment Policy establishes a formal framework governing the investment and management of City funds. The policy promotes consistency, accountability, transparency, and prudent financial management by establishing investment objectives, authorized investment instruments, responsibilities, and internal controls. It ensures that the City's investment activities are conducted in accordance with applicable state laws and regulations and supports the City's commitment to responsible stewardship of public funds.

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

RESOLUTION NO.-Reauthorizing the City of Ennis Investment Policy - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, RE-AUTHORIZING DELEGATION OF INVESTING AUTHORITY AND RENEWING ANNUAL APPROVAL OF THE CITY'S INVESTMENT POLICY.

WHEREAS, the City of Ennis is committed to maintaining a sound and stable financial position through the prudent management of public funds; and

WHEREAS, the City Commission recognizes the importance of establishing investment guidelines that promote the safety, liquidity, and yield of City funds; and

WHEREAS, Chapter 2256 of the Texas Government Code requires municipalities to adopt and annually review and approve a written investment policy governing the investment of public funds.

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

SECTION 1: That the City Commission hereby adopts the investment policy further stated in the attached Exhibit A.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary



CITY OF ENNIS

INVESTMENT POLICY

REAUTHORIZED NOVEMBER 2026

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INVESTMENT STRATEGY STATEMENT

It is the policy of City of Ennis that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all City funds. The portfolio of the City shall be designed and managed in a manner responsive to public trust and consistent with this Policy.

Investments shall be made with the primary objectives of:

- Preservation of capital,
- Safety of City funds,
- Maintenance of sufficient liquidity,
- Public Trust due to Prudent Investment Activities,
- Maximization of return within acceptable risk constraints, and
- Diversification of investments.

I. INVESTMENT POLICY SCOPE

It is the policy of the City of Ennis to invest public funds in a manner that will provide the maximum security and the best commensurate yield while meeting the daily cash flow demands of the City and conforming to the statutes governing the investment of public funds. This Policy sets forth the investment program of the City of Ennis and the guidelines to be followed in achieving its objectives. All employees of the City directly involved with investment activities shall have read and be familiar with this policy. All investment activities conducted by the City shall be in accordance with this policy and applicable portions of Chapter 2256 of the Texas Government Code, also known as "The Public Funds Investment Act. "This Investment Policy applies to all aspects of investing the financial assets of all funds and trust accounts of the City. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR) and include:

1. General Fund
2. Special Revenue Funds
3. Capital Project Funds
4. Enterprise Funds
5. Trust and Agency Funds
6. Debt Service Funds
7. Internal Service Funds
8. Any new fund created by the City

The City of Ennis will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. OBJECTIVES

Investment of funds shall be governed by the following investment objectives, in order of priority:

A. Safety of Principal

- The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall seek first to ensure that principal losses are avoided, whether they are from securities default or erosion of market value. However, it must be understood that an element of risk is inherent with all types of investments. Recognition of, and minimization of risk is the responsibility of Ennis's Investment Officer and designee(s).

B. Liquidity

- The City's investment portfolio will remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved

by matching investment maturities with forecasted cash flow requirements and by investing in authorized securities with active secondary markets. A cash flow forecast shall be prepared by the Finance Department and updated periodically as needed.

C. Yield

- The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on the six-month U.S. Treasury Bill or the average Federal Funds rate (whichever is higher) for investments not subject to arbitrage. The investment program will seek to attain a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity objectives above.

III. INVESTMENT STRATEGY

The strategy for all pooled funds is to assure that cash flows are matched with projected needs and assume adequate liquidity and safety. Purchasing high quality securities in a laddered structure or utilizing an investment pool may accomplish this. The composite portfolio will have a dollar-weighted average maturity of two years or less. The dollar weighted average maturity will be calculated using the stated final maturity dates of each security. Furthermore, the following purposes and guidelines by fund-type are also considered when investing:

- Capital Project Funds
- Funds for capital projects or special purposes should allow for flexibility and unanticipated project outlays by having a portion of their investment in highly liquid securities. The stated final maturity dates of securities held should not exceed the estimated cash flow requirements of the project. Securities should be of high quality, with short to medium term maturities.

A. Debt Service Funds

- Funds for Debt Service should ensure liquidity is adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date, or funds shall be maintained in an investment pool or money market mutual fund to be available for debt service payments.

B. Operating Funds

- The investment strategy for operating funds has as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to structure a portfolio, which will minimize volatility during economic cycles. This may be accomplished by purchasing high quality, short-term securities, which will complement each other in a laddered maturity structure.

IV. RESPONSIBILITIES AND CONTROL

Investment Committee

An Investment Committee, consisting of the City Manager (or designee), the Finance Director, and the Controller (or person performing the duties thereof) shall meet semi-annually to determine general strategies and to monitor results. The Investment Committee shall include in its deliberations such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

Investment Officer and Training

Authority to manage the City's investment program is derived from a resolution of the City Commission. The Finance Director is designated as Investment Officer of the City and is responsible for investment decisions and activities. Sec. 2256.005 (f). The Investment Officer shall establish written procedures for the operation of the investment program, consistent with this investment policy. The Investment Officer and Controller shall attend ten hours of training sessions related to investment practices within twelve months of taking office or assuming duties. Thereafter, eight hours of training are required not less than once in a two-year period that begins on the first day of the local government's fiscal year and consists of the two consecutive fiscal years after that date.

Capability for Investment Management

The City shall provide periodic training in investment for the investment personnel through courses and seminars offered by professional organizations and associations to ensure the quality and capability of investment management.

Delegation of Authority

The Investment Officer is responsible for investment decisions and activities, under the direction of the City Manager. The Investment Officer may delegate certain aspects of his duties as needed only if such delegation does not weaken the internal controls necessary to maintain the integrity of this policy. The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with these policies. The Investment Officer shall be responsible for authorizing investments, and the Controller shall establish procedures to properly account for investments and pledged collateral to maintain appropriate internal controls. These controls shall be reviewed annually by an independent auditor and shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

Signatory Responsibilities

Bonded officials share certain signatory responsibilities for investment transactions with the Finance Department for backup purposes. Positions authorized as investment signatories are the City Manager, Investment Officer (Finance Director), Controller (or person performing the

duties thereof), and City Secretary. These same officials are also authorized to transact investment wire transfers for the City. The City shall use, whenever possible, pre-formatted (repetitive) wire transfers to restrict the transfer of funds to pre-authorized accounts only. Repetitive wire transfers greater than $200,000 must be approved by any two of the investment signatories or Finance Department employees as designated by the Investment Officer and approved by the Investment Committee. All non-repetitive wire transfers will require secondary authorization by any two of the investment signatories.

Prudence
All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law. Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Sec. 2256.006(a)

Liability
The Investment Officer, and other employees directly involved in the investment function, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that material deviations are reported immediately and that appropriate action is taken to control adverse developments.

Monitoring and Adjusting the Portfolio
The Investment Officer will routinely monitor the contents of the portfolio, the available markets and the relative value of competing instruments and will adjust the portfolio accordingly.

Active Portfolio Management
The City intends to pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

Reporting Requirements
The Investment Officer shall maintain a current list of investments for management purposes. Not less than quarterly, the Finance Director shall prepare and submit to the City Manager and City Commission a report prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles. The report will include the following:

1. A listing of individual securities held at the end of the reporting period.
2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.

3. Additions and changes to the market value during the period.
4. Average weighted yield to maturity of portfolio as compared to applicable benchmark.
5. Listing of investments by maturity date.
6. Fully accrued interest for the reporting period.
7. The percentage of the total portfolio which each type of investment represents.
8. Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Commission.
9. Signatures of each investment officer of the City.

A formal annual review of the quarterly reports will be performed by an independent auditor with the results reported to the Audit Committee and City Commission.

Monitoring of Market Value
Market value of all securities in the portfolio will be determined monthly. These values will be obtained from the City's third-party safekeeping custodian and disclosed to the City Commission no less than quarterly.

Policy Revisions
The investment policy of the City of Ennis shall be reviewed annually by the Investment Committee and any modifications must be approved by the Investment Committee and forwarded to City Commission for final approval. The City Commission must adopt a written instrument by rule, order, or ordinance, or resolution stating it has reviewed the investment policy. Any changes made will be recorded in this written instrument. Investment Policy revisions may become necessary with changes in state law, City needs, the economy, and investment opportunities.

V. ETHICS AND CONFLICTS OF INTEREST

Ethics
All participants in the investment process shall seek to act responsibly as custodians of the public trust and comply with the Public Funds Investment Act reporting requirements. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Conflicts of Interest
Employees and investment officials involved in the investment process shall refrain from any personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Disclosure

Employees and investment officials involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City of Ennis and shall further disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio.

Furthermore, employees and investment officials involved in the investment process must file a disclosure statement with the Texas Ethics Commission and City Commission if:

1. the officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or
2. the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

For purposes of this policy, an investment officer has a personal business relationship with the City if:

1. the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
2. funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. the investment officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the investment officer.

VI. AUTHORIZED INVESTMENTS

Assets of funds of the City of Ennis may be invested in:

A. Obligations of the United States of America, its agencies and instrumentalities.

B. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States.

C. Fully insured or collateralized banking deposit or other obligation guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund and not otherwise restricted for sale in Texas in any way.

D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized firm not less than A or its equivalent.

E. Fully collateralized direct repurchase agreements provided the City has on file a signed

Master Repurchase Agreement, approved by the City Attorney, which details eligible collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination and provided the repurchase agreement:

1. has a defined termination date;
2. is secured by obligations of the United States of its agencies and instrumentalities;
3. requires the securities being purchased by the City to be assigned to the City held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and
4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

F. Texas Local Government Investment Pools as defined by section 2256.016 of the Public Funds Investment Act and approved by the City Commission. The pool must be continuously rated no lower than AAA or AAA- or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilized at a $1 net asset value. To be eligible to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the City an offering circular and other information required by the Public Funds Investment Act.

- Any investment pool that is created to function as a money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 90 days; and "Any investment pool that does not meet the requirements of one that is created to function as a money market mutual fund, must maintain a maximum average dollar weighted maturity that does not exceed 365 days (or 366 days in the case of a leap year) and must provide a fixed interest rate and fixed maturity term for each pool position."

G. Other instruments as specifically authorized by the Public Funds Investment Act and approved by the City Commission and included in the Investment Policy.

VII. PROHIBITED INVESTMENTS AND PRACTICES

The Investment Officer shall not knowingly permit City funds to be invested with any of the following investment instruments that are strictly prohibited:

A. Obligations whose payment represents the coupon payments of the outstanding principal balance of the underlying mortgage-backed security collateral and pay no principal;

B. Obligations whose payment represents the principal stream of cash flow from underlying mortgage-backed security collateral and bears no interest;

C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;

D. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; and

E. Any other restricted instruments or limitations that involve outright speculation.

The practice of "leveraging" whereby funds are borrowed for the sole purpose of investing shall not be practiced.

An investment that requires a minimum rating under this policy does not qualify as an authorized investment during the period where the investment does not have the minimum rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

The City is not required to liquidate investments that were authorized investments at the time of purchase.

VIII. RISKS AND DIVERSIFICATION

The City of Ennis recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guideline:

A. Risk of issuer default is controlled by limiting investments to those instruments allowed by this policy and the Public Funds Investment Act, which are described herein.

B. Risks of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. The diversification strategy will include the following:

1. Limiting investments to avoid over concentration in securities from a specific issuer or business sector, excluding U.S. Treasury Securities;
2. Limiting investments in securities that have higher credit risks;
3. Investing in securities of varying maturities based on cash flow projections; and
4. Continuously investing a portion of the portfolio in readily available funds, such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations

The Investment Officer, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell

securities prior to maturity, thus reducing market risk. Unless matched to specific requirements, the Investment Officer may not invest more than 50% of the portfolio for a period of greater than two years. Unless matched to specific requirements, the Investment Officer may not invest any portion of the portfolio for a period of greater than three years. The weighted average maturity for the portfolio shall remain less than two years. Restricted Reserves required by bond covenants allow for maturities equal to the life of the bond.

The following maximum limits, by instrument, are established for the City's total portfolio:

1. U.S. Treasury Securities	100%
2. Agencies and Instrumentalities	75%
3. Certificates of Deposit	50%
4. Repurchase Agreements	50%
5. Money Market Mutual Funds	50%
6. Authorized Pools	70%

IX. SELECTION OF BANKS AND DEALERS

Not later than every five years, a depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal. In selecting depositories, the credit worthiness of institutions shall be considered, and the Finance Director shall conduct a comprehensive review of prospective depository's credit characteristics and financial history.

The Investment Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in investment transactions with the City. For brokers and dealers of government securities, the Investment Committee shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, also known as the "primary government securities dealer," or other firms that have been certified by the Investment Committee's certification process. All brokers and dealers must be on the approved dealer list in order to transact business with the City.

A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the City. Investments shall only be made with those business organizations (including money market mutual funds and local government investment pools), which have provided the City with a broker questionnaire and certification of having received and reviewed the City's Investment Policy. The firm must acknowledge that it has implemented reasonable internal procedures and controls in an effort to preclude imprudent investment transactions conducted between the entity and the organization that are not authorized by the entity's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

X. COMPETITIVE BIDDING

It is the policy of the City to require at least three competitive offers or bids for all individual security purchases and sales (excluding transactions with money market mutual funds and local government investment pools, which are deemed to be made at prevailing market rates). In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

XI. SAFEKEEPING OF SECURITIES

Safekeeping Agreement

All safekeeping arrangements shall be in accordance with a safekeeping agreement approved by the Investment Committee, which clearly defines the procedural steps for gaining access to the collateral, should the City of Ennis determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of the City of Ennis, the firm pledging the collateral, and the Trustee.

Collateralization

The City requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secured in accordance with the requirements of state law. All deposits and investments of City funds other than direct purchases of US Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Finance Director or a third-party financial institution. Financial institutions serving as City depositories will be required to sign a Depository Agreement with the City which details eligible collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution and conditions for agreement termination. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate.

Collateral Defined

The City of Ennis shall accept only the following securities as collateral:

A. FDIC and FSLIC insurance coverage.

B. A bond, certificate of indebtedness, Agency Security guaranteed or Insured by the United States or its Agencies and Instrumentalities, Treasury Notes of the Unites States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.

C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.

D. A bond of the State of Texas or of a county, city or political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "B" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.

Subject to Audit

All collateral shall be subject to inspection and audit by the Finance Director or the City's independent auditors.

Delivery vs. Payment

With the exception of State Pools and Money Market Mutual Funds, all transactions will be executed with authorized security dealers and financial institutions on a delivery-versus- payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the Custodian received the correct security. The security shall be held in the name of the City or held on behalf of the City. The Custodian's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City. Investment securities shall be held by a third-party custodian designated by the City, and held in the City's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

XII. MANAGEMENT AND INTERNAL CONTROL

The Finance Director , or designee, shall establish a system of internal controls that shall be reviewed by an independent auditor. The controls shall be designed to prevent loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees or investment officers of the City. In conjunction with the annual financial audit, a compliance audit shall be performed which includes an audit of management controls on investments and adherence to the City's established policy. The Investment Officer is responsible for executing investment transactions and the accounting division is responsible for preparation of accounting records based on documentation prepared by the Investment Officer.

XIII. GLOSSARY OF TERMS

Agencies: Federal agency securities.

Asked: The price offered for securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Collateral: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Annual Comprehensive Financial Report (ACFR): The official annual report for the City of Ennis. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Coupon: (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as the principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend a savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C. 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government, Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Internal Controls: An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

Interlocal Cooperation Act: Law permitting joint participation by local governments providing one or more government functions within the State. This law (Section 791.001 et seq. of the Texas Government Code has allowed for the creation of investment pools in Texas.

Investment Policy: A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities. The Texas Public Funds Investment Act requires that public entities have a written and approved investment policy.

Investment Pool: An entity created under the Interlocal Cooperation Act to invest public funds jointly on behalf of the entities that participate in the pool.

Liquidity: A liquid investment is one that can be converted easily and rapidly into cash without a substantial loss of value. Investment pools and money market funds, which allow for same day withdrawal of cash, are considered extremely liquid.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Risk: The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Mortgage-Backed Security (MBS): Security backed by pools of home loan mortgages.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Par: Face value or principal value of a bond, typically $1,000 per bond. A security’s par value is multiplied by its coupon rate to determine the coupon payment amount.

Portfolio: Collection of securities held by an investor.

Premium: The amount by which the price paid for a security exceeds the security’s par value.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC), registered securities broker-dealers, banks and a few unregulated firms.

Principal: The face value or par value of a debt instrument. Also, it may refer to the amount of capital invested in a given security.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform net capital rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Yield: The rate of annual income return on an investment expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as non-member broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called **net capital rule** and **net capital ratio.** Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Approval of 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 - 17 Nov 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

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 17th day of November 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 Tan	$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:	Conduct a Public Hearing to discuss and consider an Ordinance approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of East Ennis Avenue and North Sonoma Trail. Ellis CAD ID 308265.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Planning & Development
Staff Contact:	Erica Stubbs, Senior Planner

BACKGROUND INFORMATION:

The subject site measuring approximately 12.8003 acres is generally located at the northeast corner of Ennis Avenue and Sonoma Trail. The property is currently zoned Corridor Commercial (CC) and is part of the Ennis Gateway addition. The Ennis Gateway addition is an approximately 22 acres subdivision dedicated to retail and dining uses. 20 acres of the Ennis Gateway addition reside on the northern boundary of Ennis Avenue (E Ennis Ave & N Sonoma Trl) and 2 acres reside on the southern boundary of Ennis Avenue (E Ennis Ave & Baker Dr).

The applicant, Kimley-Horn and Associates, is requesting approval of a Type II Site Plan on behalf of H-E-B for the subject property. The Ennis Unified Development Ordinance (UDO) defines a Type II Site Plan as a site plan that does not strictly comply with the development and design standards of the UDO. Unlike a Type I Site Plan, staff does not have approval authority; the authority to approve a Type II Site Plan resides with City Commission.

The proposed site plan is uniquely tailored for H-E-B and requires minimal deviations from the design standards in the Unified Development Ordinance. Approximately half of the deviations pertain to outside display and sales and other requested deviations relate to screening, open space requirements, and aesthetics of accessory structures. The specific deviations requested include the following:

1. UDO Sec. 5.3.6 (9) (b), *“Outside Display and Sales are limited to no more than five percent of building area containing the primary use.”*

A maximum of 8 percent of the building area may be utilized for Outside Display and Sales.

2. UDO Sec. 5.3.6 (9) (e), *“If Outside Display and Sales are permitted to be displayed for more than 14 continuous days, then they shall be screened to meet the standards for screening of outside storage areas.”*

Outside Display and Sales shall be permitted year round without screening.

3. UDO Sec. 5.2.4 (10), *"Outdoor storage or display of products along any highway frontage shall be prohibited. All storage areas shall be located within the rear yard and screened from adjacent properties and any public right-of-way."*

Outside Display and Sales shall be oriented towards Sonoma Trail. Some visibility of the Outside Display and Sales will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

4. UDO Sec. 7.3.3 (5) (d), *"Ground-Mounted Mechanical Equipment shall be screened from view along the primary street frontage by landscaping or by a decorative fence that is compatible with the architecture and landscaping of the site. The fence shall be of a height equal to or greater than the height of the mechanical equipment being screened."*

Ground-mounted mechanical equipment shall be located at the rear of the building and not readily visible from the primary street frontage along Sonoma Trail. Some visibility of the Ground-mounted mechanical equipment will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

5. UDO Sec. 8.3.2 (2), *"All development subject to this article shall set aside the following minimum amounts of land area as common open space that meets the standards of this section unless alternative standards are established as part of a PD or RMU development ordinance for a specific development. For non-residential and mixed-use buildings or developments with a gross floor area or cumulative area greater than 40,000 square feet: five (5) percent of total gross site area."*

The open space requirement shall be waived for this development.

6. UDO Sec. 5.3.5 (6) (a), *"Except where exempted, all accessory structures shall be designed to be aesthetically compatible with the primary structure. Compatibility shall be evaluated in terms of building materials, building orientation, building placement, building articulations, and building mass. Non-enclosed stables, gazebos, greenhouses, and carports ten feet or less in height with a roofed area of 120 square feet or less are exempt from this compatibility requirement."*

Storage containers serving as accessory structures shall be permitted at the rear of the building and limited to a maximum of four (4) storage containers. Placement of containers shall meet all applicable building codes, fire codes and shall not interfere with vehicular maneuverability.

The developer has conducted a Traffic Impact Analysis (TIA) and is actively working with TxDOT and the City of Ennis Public Works Department regarding traffic mitigation measures. An application for a replat will be coming before Planning and Zoning Commission in the near future. The replat will address any off-site easements and an updated TIA may be available at this time.

Notification letters were sent to the fifteen (15) surrounding property owners within 200 feet. Three (3) approvals and zero (0) protests were returned.

On November 9, 2026, the Planning and Zoning Commission held a public hearing and considered the request for a Type II Site Plan on the subject property. The Planning and Zoning Commission voted in favor of approving the Type II Site Plan. 6 in favor, 0 against.

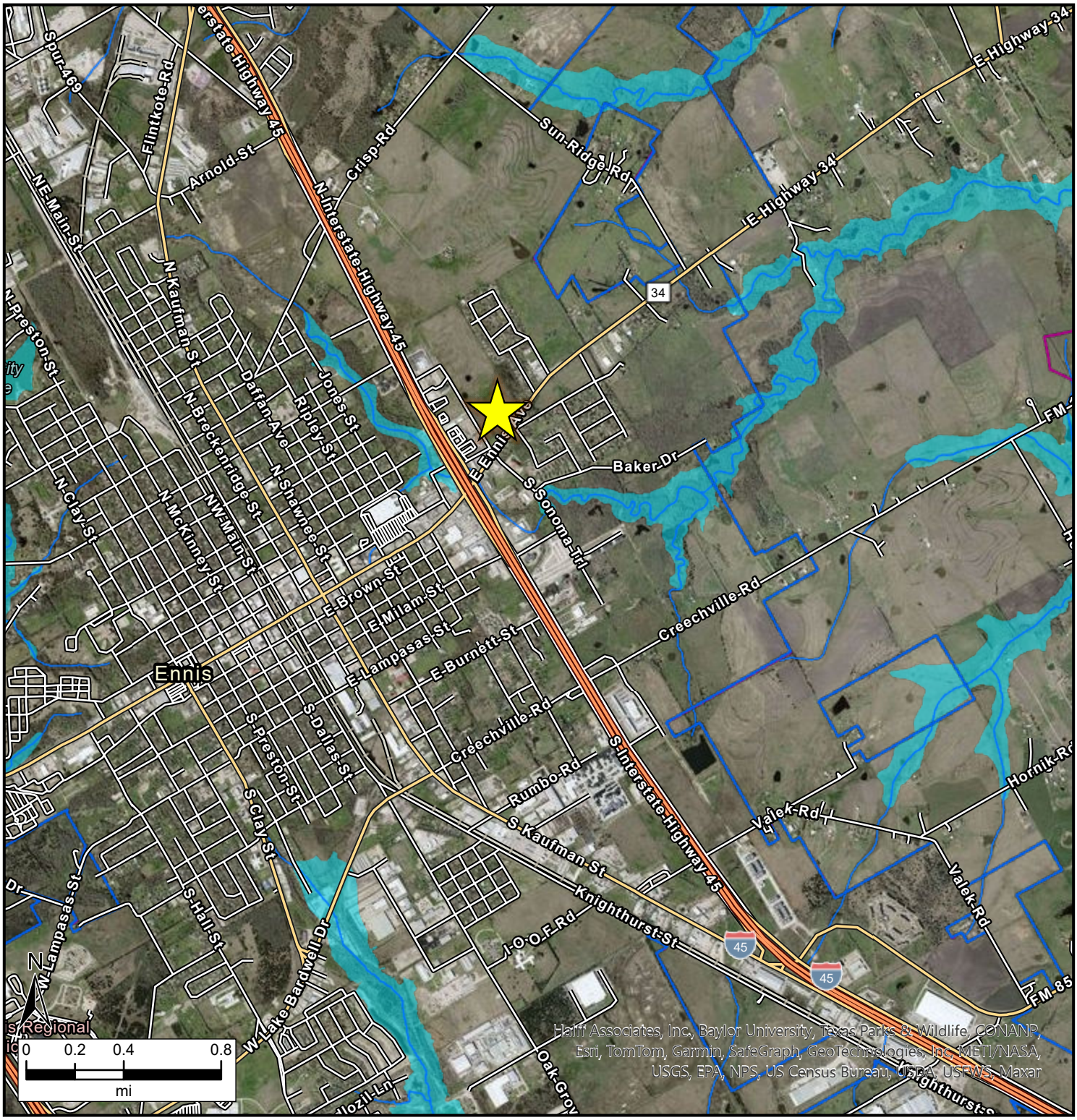
RECOMMENDATION:

Planning and Zoning Commission recommends approval.

ATTACHMENTS:

DEV-26-7_Vicinity Map
DEV-26-7_Drone Photo
DEV-26-7_Zoning Map
DEV-26-7_Site Plan
DEV-26-7_Deviations from UDO
DEV-26-7_Landscape Plans
DEV-26-7_Traffic Impact Analysis
DEV-26-7_SPO Responses
DEV-26-7_PPT
ORDINANCE NO.-Approval of a Type II Site Plan; Lot 1, Blk 1, Ennis Gateway Add. - Pdf

Vicinity Map



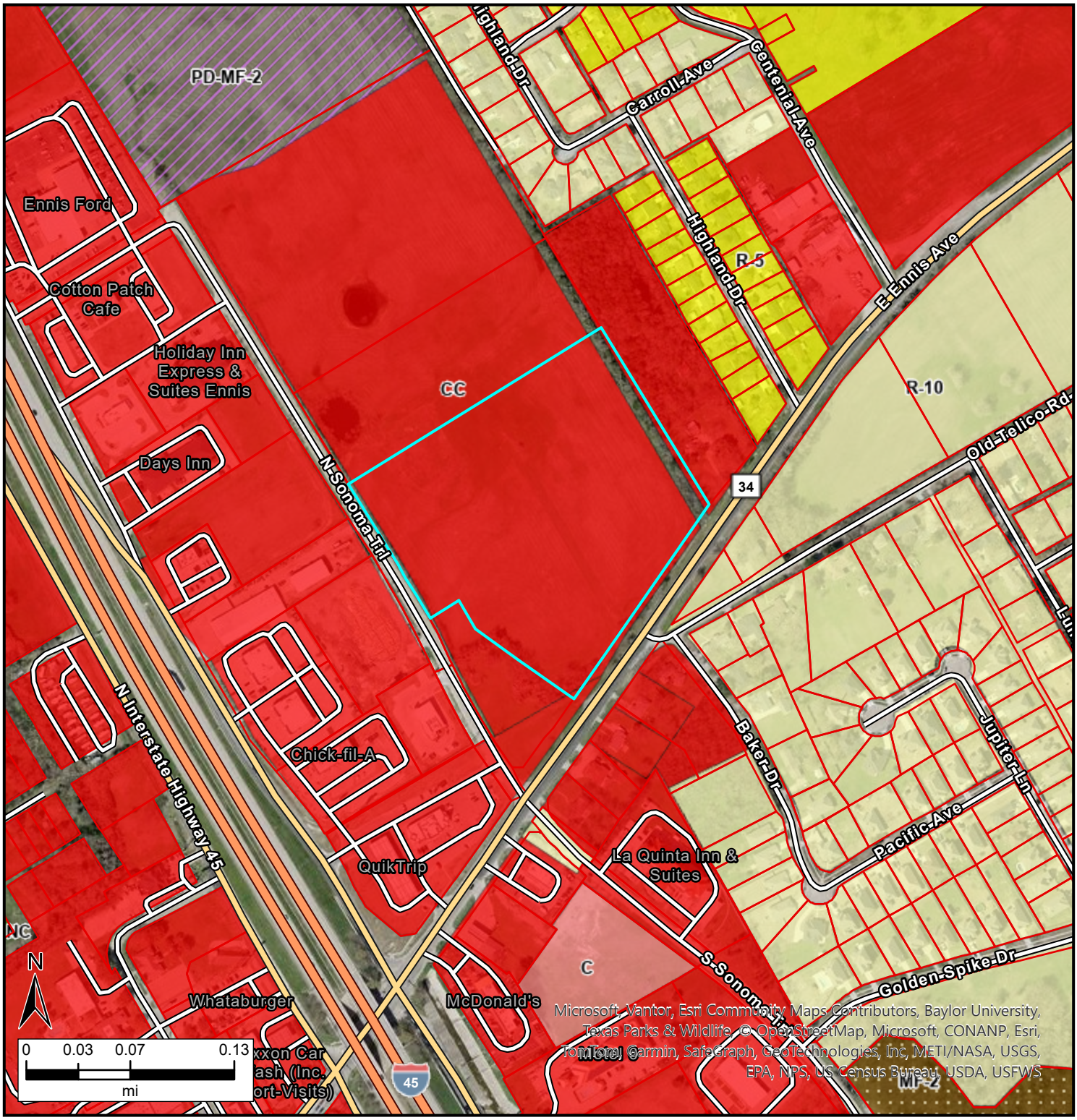
Legend

- 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



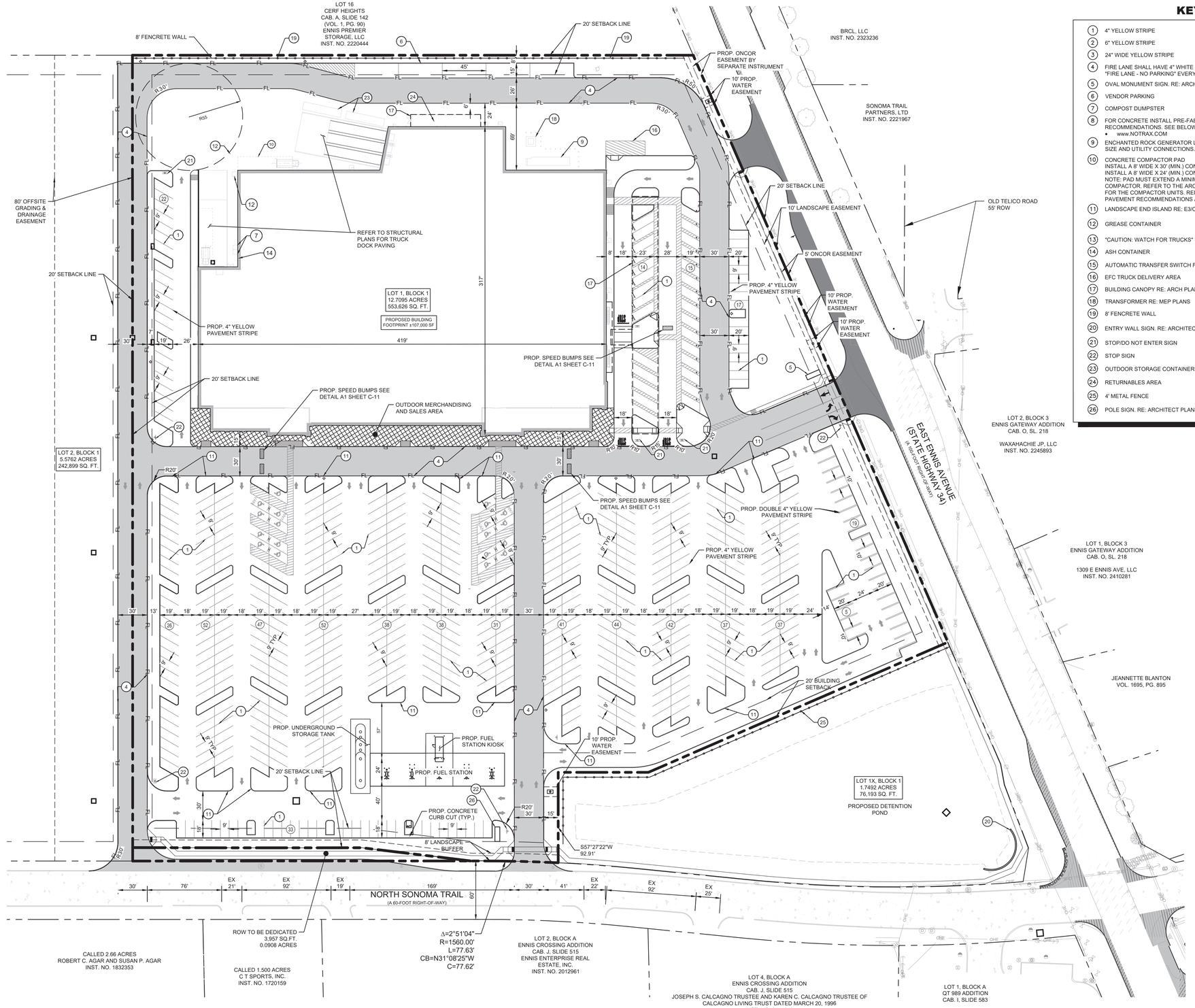
Zoning Map



Legend

- Parcels
- A Agricultural
- RE Residential Estate
- R-10 Single Family Residential 10
- R-5 Single Family Residential 5
- R-5-Z Single Family Residential 5 Zero Lot Line
- R-5-PD #5 Single Family Residential 5 Planned Development #5
- R-5-PD #7 Single Family Residential 5 Planned Development #7
- R-7 Single Family Residential 7
- NC Neighborhood Conservation
- NC-MF1 Neighborhood Multi-Family 1
- NC-MF2 Neighborhood Multi-Family 2
- NC-D Neighborhood Duplex
- D Duplex
- TH Townhome
- MF-1 Multi-Family 1
- MF-2 Multi-Family 2
- MH Manufactured Home
- C Neighborhood Commercial
- CC-PD Corridor Commercial Planned Development
- BP Business Park
- CC Corridor Commercial
- L-IM Light Industrial and Manufacturing
- H-IM Heavy Industrial and Manufacturing
- DT Downtown Core
- DT-T1 Downtown Transition 1
- DT-T2 Downtown Transition 2
- DT-A1 Downtown Approach 1
- DT-A2 Downtown Approach 2
- IC Institutional and Civic
- PP Public and Parks
- PD Planned Development
- PD-MF-2 Planned Development-Multi-Family Residential District 2

ENNIS TEXAS
The bluebonnet spirit of Texas



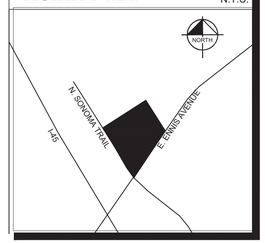
KEY NOTES

1. 4" YELLOW STRIPE
2. 6" YELLOW STRIPE
3. 24" WIDE YELLOW STRIPE
4. FIRE LANE SHALL HAVE 4" WHITE LETTERS STENCILED ON 6" RED STRIPE STATING "FIRE LANE - NO PARKING" EVERY 25 FEET PER CITY OF ENNIS STANDARDS.
5. OVAL MONUMENT SIGN. RE: ARCHITECT PLANS
6. VENDOR PARKING
7. COMPOST DUMPSTER
8. FOR CONCRETE INSTALL PRE-FABRICATED SPEED HUMPS PER MANUFACTURERS' RECOMMENDATIONS. SEE BELOW FOR EBISTE OF APPROVED MANUFACTURERS -
   - www.NOTRAX.COM
9. ENCHANTED ROCK GENERATOR LOCATION. COORDINATE WITH MEP FOR FINAL SIZE AND UTILITY CONNECTIONS.
10. CONCRETE COMPACTOR PAD
    INSTALL A 8' WIDE X 30' (MIN.) CONCRETE PAD FOR THE MAIN WAREROOM COMPACTOR
    INSTALL A 8' WIDE X 24' (MIN.) CONCRETE PAD FOR THE PRODUCE COMPACTOR
    NOTE: PAD MUST EXTEND A MINIMUM DISTANCE OF 5 FEET IN FRONT OF THE COMPACTOR. REFER TO THE ARCHITECTS PLANS FOR DETAILS AND SPECIFICATIONS FOR THE COMPACTOR UNITS. REFER TO STRUCTURAL PLANS FOR THE COMPACTOR PAD PAVEMENT RECOMMENDATIONS AND SPECIFICATIONS.
11. LANDSCAPE END ISLAND RE: E3/C-6.0
12. GREASE CONTAINER
13. "CAUTION: WATCH FOR TRUCKS" SIGNAGE
14. ASH CONTAINER
15. AUTOMATIC TRANSFER SWITCH FOR EROCK
16. EFC TRUCK DELIVERY AREA
17. BUILDING CANOPY RE: ARCH PLANS
18. TRANSFORMER RE: MEP PLANS
19. 8' FENCRETE WALL
20. ENTRY WALL SIGN. RE: ARCHITECT PLANS
21. STOP/DO NOT ENTER SIGN
22. STOP SIGN
23. OUTDOOR STORAGE CONTAINERS
24. RETURNABLES AREA
25. 4' METAL FENCE
26. POLE SIGN. RE: ARCHITECT PLANS



VICINITY MAP

N.T.S.



LEGEND

FL / FL	PROPOSED FIRE LANE
	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	PROPOSED BUILDING
	PROPOSED TXDOT CONCRETE PAVEMENT (BY OTHERS)
	PROPOSED TXDOT ASPHALT PAVEMENT (BY OTHERS)
	OUTDOOR MERCHANDISING AND SALES AREA
TYP.	TYPICAL
PROP.	PROPOSED
[X]	NUMBER OF PARKING SPACES
EX.	EXISTING
BFR	BARRIER FREE RAMP
SSMH	SANITARY SEWER MANHOLE
GT	GREASE TRAP
IM	IRRIGATION METER
WM	WATER METER
FH	FIRE HYDRANT
WI	WYE INLET
GI	GRATE INLET
JB	JUNCTION BOX
CI	CURB INLET
TD	TRENCH DRAIN
FFE	FINISHED FLOOR ELEVATION
FOC	FACE OF CURB
TC	TOP OF CURB

TREE STATEMENT

NO EXISTING TREES ON THE PROPERTY.

FLOOD STATEMENT

FLOOD STATEMENT: According to Community Panel No. 48139C0380F, effective June 3, 2013 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Ellis County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, all portions of this property are within Zone X, which is not a Special Flood Hazard Area.

SITE DATA SUMMARY TABLE	
EXISITNG ZONING	CC
EXISTING USE	VACANT
PROPOSED USE	GROCERY STORE WITH GASOLINE SALES PUMP
SITE AREA	±12.8003 AC (±557,581 SF)
BUILDING AREA	±107,000 SF (19.19% OF LOT) (USE: GROCERY STORE) ±4,669 SF (0.84% OF LOT) (USE: GASOLINE SALES PUMP)
BUILDING AREA BY USE	95.82% GROCERY STORE / 4.18% GASOLINE SALES PUMP
AREA IN SETBACKS	±62,110 SF
OUTSIDE DISPLAY AREA	±7,750 SF
MAXIMUM BUILDING COVERAGE	75%
MINIMUM PARKING REQUIRED 1 / 300 SF	357
PROVIDED PARKING	597
REQUIRED ACCESSIBLE PARKING	12
PROVIDED ACCESSIBLE PARKING	15

FINAL SITE PLAN
GROCER ENNIS
BLOCK 1, LOT 1
Being ±12.8003 Acres Out Of The Thomas Haven Survey, Abstract No. 489, William Joice Survey, Abstract No. 573 City of Ennis, Ellis County, Texas
Preparation Date: October 30, 2026

Owner/Applicant:
H-E-B, LP
646 South Main, South Building, 1st Floor
San Antonio, TX 78204
Contact: Blake Beeson
Phone: (214) 680-7600
Email: beeson.blake@heb.com

Developer:
H-E-B, LP
646 South Main, South Building, 1st Floor
San Antonio, TX 78204
Contact: Blake Beeson
Phone: (214) 680-7600
Email: beeson.blake@heb.com

Engineer:
Kimley-Horn and Associates, Inc.
2600 N Central Expy
Suite 400
Richardson, Texas 75080
Contact: Jonathan Kerby, P.E.
Phone: (214) 617-0535
Email: jonathan.kerby@kimley-horn.com

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TEXAS 75080
PHONE: 214-617-0535
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer JONATHAN C. KERBY
P.E. No. 127734 Date 10/30/2026

KHA PROJECT 069227608
DATE OCTOBER 2026
SCALE AS SHOWN
DESIGNED BY MTH
DRAWN BY BJL
CHECKED BY JCK

SITE PLAN

NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
C-08

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
ATTSYNCED
PLOT STYLE TBL
DWG PATH
PLOT DATE
xSurv - , xBnd - , xHtch - , xSite - , xSurv - Sketch - , xBndy - , xSite-TxDOT - , xSmv - , xUtil
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Kimley-Horn and Associates, Inc.

Type II Site Plan - Lot 1, Block 1; Ennis Gateway Addition
Deviations from the Unified Development Ordinance

1. UDO Sec. 5.3.6 (9) (b), "Outside Display and Sales are limited to no more than five percent of building area containing the primary use."

   A maximum of 8 percent of the building area may be utilized for Outside Display and Sales.

2. UDO Sec. 5.3.6 (9) (e), "If Outside Display and Sales are permitted to be displayed for more than 14 continuous days, then they shall be screened to meet the standards for screening of outside storage areas."

   Outside Display and Sales shall be permitted year round without screening.

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   Outside Display and Sales shall be oriented towards Sonoma Trail. Some visibility of the Outside Display and Sales will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

4. UDO Sec. 7.3.3 (5) (d), "Ground-Mounted Mechanical Equipment shall be screened from view along the primary street frontage by landscaping or by a decorative fence that is compatible with the architecture and landscaping of the site. The fence shall be of a height equal to or greater than the height of the mechanical equipment being screened."

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   The open space requirement shall be waived for this development.

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   Storage containers serving as accessory structures shall be permitted at the rear of the building and limited to a maximum of four (4) storage containers. Placement of containers shall meet all applicable building codes, fire codes and shall not interfere with vehicular maneuverability.

L1.1

L1.2

L1.3

L1.4

H-E-B

LOT 1, BLOCK 1
12.8003 ACRES
557,582 SQ. FT.

PROPOSED BUILDING
FOOTPRINT ±107,000 SF

LOT 1X, BLOCK 1
1.7502 ACRES
76,240 SQ. FT.

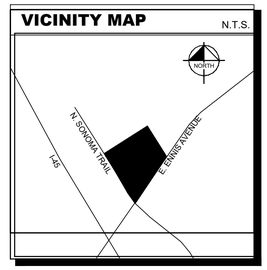
PROPOSED DETENTION
POND

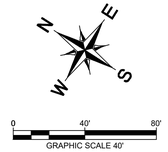
EAST ENNIS AVENUE
(STATE HIGHWAY 34)
(A 100-FOOT RIGHT-OF-WAY)

NORTH SONOMA TRAIL
(A 60-FOOT RIGHT-OF-WAY)

VICINITY MAP

N.T.S.





PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	ROOT	CAL.	SIZE	REMARKS
TREES							
	UP	43	ULMUS PARVIFOLIA / LACEBARK ELM	B&B	3" CAL. MIN.	14`-16` HT	FULL AND MATCHING
	QS	9	QUERCUS SHUMARDII / SHUMARD OAK	B&B	3" CAL. MIN.	14`-16` HT	FULL AND MATCHING
	QV	37	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	B&B	3" CAL. MIN.	14`-16` HT	FULL AND MATCHING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SIZE	SPACING	REMARKS
SHRUBS							
	LF	122	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE	5 GAL.	36" HT.	AS SHOWN	FULL AND MATCHING
	MD	121	MYRICA CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE	5 GAL.	36" HT.	36" O.C.	FULL AND MATCHING
	IB	118	ILEX CORNUTA 'BURFORDII NANA' / DWARF BURFORD HOLLY	5 GAL.	36" HT.	36" O.C.	FULL AND MATCHING
	NT	102	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS	5 GAL.	36" HT.	AS SHOWN	FULL AND MATCHING
	MC	66	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL.	36" HT.	AS SHOWN	FULL AND MATCHING
GROUND COVERS							
	SOD	45,192 SF	SOD / BERMUDA SOD	N/A	N/A	N/A	TIGHT, SAND FILLED JOINTS. SOD TO BE FREE OF WEEDS AND DEBRIS
	RM	9,468 SF	ROCK MULCH / ROCK MULCH	N/A	N/A	N/A	REF. DETAIL A, SHEET L2.01
MISC.	CODE	QTY	BOTANICAL / COMMON NAME				
	SE	770 LF	STEEL EDGING	N/A	N/A	N/A	COLOR:BLACK SIZE: 3/16" X 6" INSTALL: INSTALL ALONG ALL LANDSCAPE BEDS ADJACENT TO SOD AND AS SHOWN PER PLANS. APPROVAL: CUT SHEET
	MT	TBD	SHREDDED HARDWOOD MULCH	N/A	N/A	N/A	COLOR:NATURAL INSTALL: PER PLANTING DETAILS AT A MIN. 3" DEPTH.

NOTES:
1. CONTRACTOR TO SOD TO LIMITS OF DISTURBANCE.
2. IRRIGATION TO BE PROVIDED PER CITY OF ENNIS AND TCEQ STANDARDS.

City of Ennis, TX - Landscape Data Table		
TOTAL: 12.8 AC (557,581 sf) - ZONED CC		
	REQUIRED	PROVIDED
City of Ennis - Development Code		
8.2.4 - Non-Residential and Multi-Family Landscaping and Buffering Requirements		
(2) Parking Lot Landscaping		
b.i. Provide one (1) canopy tree for every ten (10) cars of parking provided 612 Cars of parking / 10 = 61 Canopy Trees	61 Canopy Trees	61 Canopy Trees
(3) Landscape Buffer		
a. All development with any off-street surface parking between any building and any highway, frontage road, or arterial roadway shall provide a landscape buffer that is based on the roadway frontage specified in Table 8.2-2. East Ennis Ave (State Highway 34) = 10' Landscape Buffer North Sonoma Trail = 8' Landscape Buffer	East Ennis Ave: 10' Landscape Buffer North Sonoma Trail: 8' Landscape Buffer	East Ennis Ave: 10' Landscape Buffer North Sonoma Trail: 8' Landscape Buffer
b. One (1) Canopy Tree, three-inch (3") caliper minimum, shall be planted on fifty foot (50') centers within the required landscape buffer area. A minimum of six (6) shrubs with a minimum size of five gallons (5 gal.) each will be planted in the landscaped area for each fifty feet (50') of linear frontage. East Ennis Ave (State Highway 34): 583 LF / 50 = 12 Canopy Trees & 70 Shrubs North Sonoma Trail = 8' Landscape Buffer: 802 LF / 50 = 16 Canopy Trees & 96 Shrubs	East Ennis Ave: 12 Canopy Trees 70 Shrubs North Sonoma Trail: 16 Canopy Trees 96 Shrubs	East Ennis Ave: 12 Canopy Trees 129 Shrubs North Sonoma Trail: 16 Canopy Trees 110 Shrubs

811 Know what's below. Call before you dig.

CAUTION!!
EXISTING UNDERGROUND UTILITIES IN THE AREA CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

No.	REVISIONS	DATE	BY

Kimley»Horn
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TEXAS 75080
PHONE: 214-517-0535
TEXAS REGISTERED ENGINEERING FIRM F-928

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PRELIMINARY
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Not for construction or permit purposes.
Kimley»Horn
R.L.A. LOREN L. LOCKWOOD
L.A. No. 3541 Date 08/05/2026

KHA PROJECT	069227608
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	CJG
DRAWN BY	MLC
CHECKED BY	LLL

H-E-B

OVERALL LANDSCAPE PLAN

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L1.0

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
ADDITIONS
LAST SAVED BY
DWG PATH
DWG NAME
PLOTTED
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L1.0_LANDSCAPE PLAN

PROPERTY LINE

SOD

PROPOSED FENCE (TYP.)
REF. CIVIL PLANS

OFFSITE 20' GRADING EASEMENT

20' BUILDING SETBACK

PROPERTY LINE

SOD

MULCH RING (TYP.)

LOT 1, BLOCK 1
12.8003 ACRES
557,582 SQ. FT.

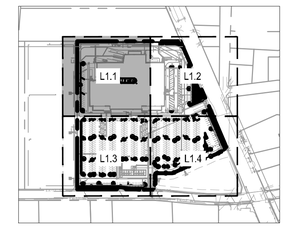
PROPOSED BUILDING
FOOTPRINT ±107,000 SF

MATCH LINE - SHEET L1.2

MATCH LINE - SHEET L1.3

N E S W

0 20' 40'
GRAPHIC SCALE 20'



KEY MAP
NOT TO SCALE

PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	UP	ULMUS PARVIFOLIA / LACEBARK ELM
	QS	QUERCUS SHUMARDII / SHUMARD OAK
	QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
SHRUBS		
	LF	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE
	MD	MYRICA CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE
	IB	ILEX CORNUTA 'BURFORDII NANA' / DWARF BURFORD HOLLY
	NT	NASSELLA TENUISSIMA / MEXICAN FEATHER GRASS
	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS
GROUND COVERS		
	SOD	SOD / BERMUDA SOD
	RM	ROCK MULCH / ROCK MULCH
MISC.	CODE	BOTANICAL / COMMON NAME
	SE	STEEL EDGING
	MT	SHREDDED HARDWOOD MULCH

NOTES:
1. CONTRACTOR TO SOD TO LIMITS OF DISTURBANCE.
2. SEE SHEET L1.0 FOR FULL PLANT SCHEDULE
3. IRRIGATION TO BE PROVIDED PER CITY OF ENNIS AND TCEQ STANDARDS.

Know what's below. Call before you dig.

CAUTION!!
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No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN
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PHONE: 214-517-0535
TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
R.L.A. LOREN L. LOCKWOOD
L.A. No. 3541 Date 08/05/2026

KHA PROJECT	069227608
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	CJG
DRAWN BY	MLC
CHECKED BY	LLL

H-E-B

LANDSCAPE PLAN

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L1.1

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K:\RCH_CIV\069227601 - ENNIS\CAD\LANDSHEETS\L1.1
L1.1 LANDSCAPE PLAN

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PLOTTED: 2/5/2026 8:25:04 PM
BY: CHRISTOPHER.CAMPBELL
FILE: C:\DCA_CPX\L0600276161 - DRC\SHEETS\LANDSHEETS\LANDSCAPE PLAN.DWG
LAYOUT: L1.2 | XREFS: xBldg - xLdsp - xSite - xStrm - By Others - xStrc - By Others - xUtil - By Others - xUtil
IMAGES:

MATCH LINE - SHEET L1.1

PROPERTY LINE

PROPOSED FENCE (TYP.)
REF. CIVIL PLANS

PROP. ONCOR EASEMENT
BY SEPARATE INSTRUMENT

10' PROP. WATER EASEMENT

SOD

CONCRETE ISLAND
REF. CIVIL PLANS

H-E-B

LOT 1, BLOCK 1
12.8003 ACRES
557,582 SQ. FT.

PROPOSED BUILDING
FOOTPRINT ±107,000 SF

STOP

CONCRETE ISLAND
REF. CIVIL PLANS

OVERHEAD STRUCTURE
REF. ARCHITECTURE PLANS

ROCK MULCH (TYP.)
REF. DETAIL A, SHEET L2.0

STEEL EDGING (TYP.)
REF. DETAIL C, SHEET L2.0

MULCH RING (TYP.)

CONCRETE ISLANDS
REF. CIVIL PLANS

PLANTING MIN. 12"
OFF BACK OF CURB

EAST ENNIS AVENUE
(STATE HIGHWAY 34)
(A 100' RIGHT-OF-WAY)

PROPERTY LINE

20' BUILDING SETBACK

PROPOSED SIDEWALK (TYP.)
REF. CIVIL PLANS

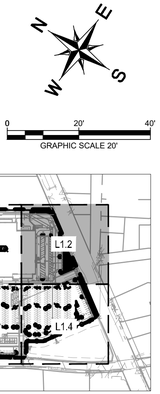
10' PROP. WATER
EASEMENT

10' LANDSCAPE EASEMENT

MONUMENT SIGN
REF. ARCHITECTURE PLANS

ROCK MULCH (TYP.)
REF. DETAIL A, SHEET L2.0

MATCH LINE - SHEET L1.4



KEY MAP
NOT TO SCALE

PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	UP	ULMUS PARVIFOLIA / LACEBARK ELM
	QS	QUERCUS SHUMARDII / SHUMARD OAK
	QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
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	LF	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE
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MISC.	CODE	BOTANICAL / COMMON NAME
	SE	STEEL EDGING
	MT	SHREDDED HARDWOOD MULCH

NOTES:
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2. SEE SHEET L1.0 FOR FULL PLANT SCHEDULE
3. IRRIGATION TO BE PROVIDED PER CITY OF ENNIS AND TCEQ STANDARDS.

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KHA PROJECT	069227608
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	CJG
DRAWN BY	MLC
CHECKED BY	LLL

H-E-B

LANDSCAPE PLAN

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L1.2

MATCH LINE - SHEET L1.1

MATCH LINE - SHEET L1.4

ROCK MULCH (TYP.)
REF. DETAIL A, SHEET L2.0

PLANTING MIN. 12"
OFF BACK OF CURB

PROPERTY LINE

OFFSITE 20' GRADING EASEMENT

20' BUILDING SETBACK

ROW TO BE DEDICATED

MULCH RING (TYP.)

STEEL EDGING (TYP.)
REF. DETAIL C, SHEET L2.0

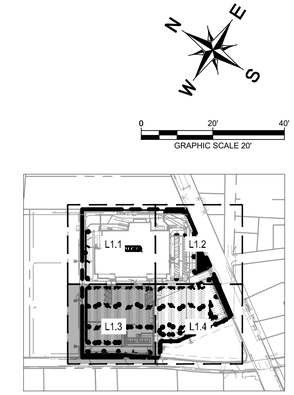
PROPOSED SIDEWALK (TYP.)
REF. CIVIL PLANS

MONUMENT SIGN
REF. ARCHITECTURE PLANS

10' LANDSCAPE EASEMENT

SOD

NORTH SONOMA TRAIL
(A 60-FOOT RIGHT-OF-WAY)



KEY MAP
NOT TO SCALE

GRAPHIC SCALE 20'

PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	UP	ULMUS PARVIFOLIA / LACEBARK ELM
	QS	QUERCUS SHUMARDII / SHUMARD OAK
	QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
SHRUBS		
	LF	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE
	MD	MYRICA CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE
	IB	ILEX CORNUTA 'BURFORDII NANA' / DWARF BURFORD HOLLY
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GROUND COVERS		
	SOD	SOD / BERMUDA SOD
	RM	ROCK MULCH / ROCK MULCH
MISC.	CODE	BOTANICAL / COMMON NAME
	SE	STEEL EDGING
	MT	SHREDDED HARDWOOD MULCH

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DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	CJG
DRAWN BY	MLC
CHECKED BY	LLL

H-E-B

LANDSCAPE PLAN

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L1.3

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L1.3 - LANDSCAPE PLAN.DWG
L1.3 - LANDSCAPE PLAN

MATCH LINE - SHEET L1.2

MATCH LINE - SHEET L1.3

PLANTING MIN. 12" OFF BACK OF CURB

MULCH RING (TYP.)

STEEL EDGING (TYP.) REF. DETAIL C, SHEET L2.0

ROCK MULCH (TYP.) REF. DETAIL A, SHEET L2.0

PROPERTY LINE

EAST ENNIS AVENUE (STATE HIGHWAY 34) (A 100-FOOT RIGHT-OF-WAY)

PROPOSED SIDEWALK (TYP.) REF. CIVIL PLANS

20' BUILDING SETBACK

10' LANDSCAPE EASEMENT

PROP. ONCOR EASEMENT BY SEPARATE INSTRUMENT

SOD

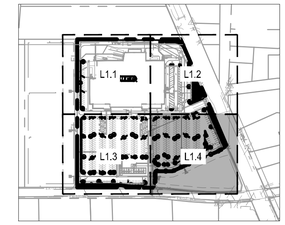
LOT 1X, BLOCK 1
1.7502 ACRES
76,240 SQ. FT.

PROPOSED DETENTION POND

NORTH SONOMA TRAIL
(A 60-FOOT RIGHT-OF-WAY)

N W E S

0 20' 40'
GRAPHIC SCALE 20'



KEY MAP
NOT TO SCALE

PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	UP	ULMUS PARVIFOLIA / LACEBARK ELM
	QS	QUERCUS SHUMARDII / SHUMARD OAK
	QV	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
SHRUBS		
	LF	LEUCOPHYLLUM FRUTESCENS 'COMPACTA' / COMPACT TEXAS SAGE
	MD	MYRICA CERIFERA 'DON'S DWARF' / DON'S DWARF WAX MYRTLE
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GROUND COVERS		
	SOD	SOD / BERMUDA SOD
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MISC.	CODE	BOTANICAL / COMMON NAME
	SE	STEEL EDGING
	MT	SHREDDED HARDWOOD MULCH

NOTES:
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2. SEE SHEET L1.0 FOR FULL PLANT SCHEDULE
3. IRRIGATION TO BE PROVIDED PER CITY OF ENNIS AND TCEQ STANDARDS.

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L.A. No. 3541 Date 08/05/2026

KHA PROJECT	069227608
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	CJG
DRAWN BY	MLC
CHECKED BY	LLL

H-E-B

LANDSCAPE PLAN

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L1.4

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L1.4 LANDSCAPE PLAN.DWG

GENERAL NOTES:

1. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. THE CONTRACTOR BEARS ALL RESPONSIBILITY FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES THAT ARE TO REMAIN SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY NOT SHOWN ON PLANS.
3. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN FIELD FOR REVIEW BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION ACTIVITIES.
4. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
5. EASEMENTS-SETBACKS, BUILDING, CURB AND GUTTER, UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO LANDSCAPE ARCHITECT BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEERS DRAWINGS FOR ADDITIONAL INFORMATION.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
5. FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
6. LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (REFER TO MATERIALS PAGE) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
7. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. LATEST EDITION AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
8. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
9. ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
10. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
11. PLANT MATERIAL SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS OPAQUE HEDGE IF REQUIRED.
12. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
13. ALL LIME STABILIZED SOIL & INORGANIC SELECT FILL FOR BUILDING SHOULD BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPORTED TOPSOIL FILL.
14. **ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.**
15. CONTRACTOR TO PROVIDE 12 MONTH WARRANTY AND MAINTENANCE AFTER ALL CONSTRUCTION IS COMPLETE.
16. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY (NOT ALREADY INCLUDED IN PLANTING PLANS) TO BE FINE GRADED, AND PLANTED WITH PLANTS OR SOD TO MATCH EXISTING CONDITIONS.
17. CONTRACTOR TO INSTALL WEED BARRIER IN ALL PLANTING BEDS
18. ALL TREES OVERHANGING PEDESTRIAN PATHWAYS TO BE PRUNED TO BE 7' CLEAR. ALL TREES OVERHANGING FIRE LANE / VEHICULAR STREET TO BE PRUNED TO BE 14' CLEAR.

MATERIAL LEGEND:

AGGREGATES

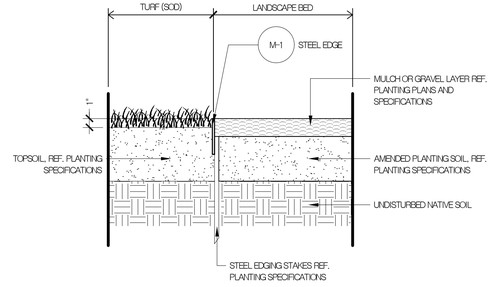
AG-1 — RIVER ROCK

TYPE:	COLORADO RIVER ROCK
SIZE:	2" – 4"
INSTALL:	INSTALL AT 6" MIN DEPTH WITH WEED BARRIER FABRIC. RIVER ROCK AREAS MUST BE CONFINED WITH EITHER STEEL EDGE OR CONCRETE BARRIERS
SUPPLIER:	TBD
CONTACT:	TBD
APPROVAL:	***SAMPLE, MOCKUP***

METALS

M-1 — STEEL EDGE

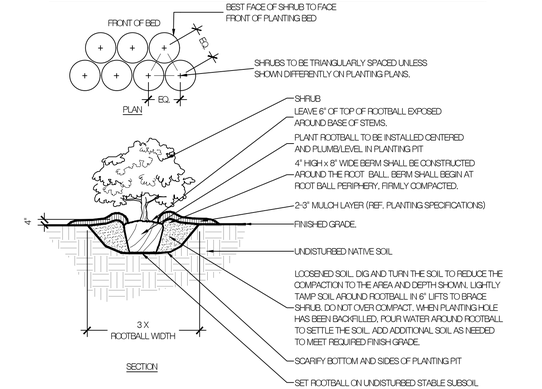
MATERIAL:	REYRSON STEEL EDGING 1/8" x 4" W/ 12" STAKES
COLOR:	POWDERCOATED (COLOR GREEN)
SIZE:	LENGTHS PER PLAN
INSTALL:	REF. DETAILS. ALL JOINTS TO BE FLUSH AND LEVEL. INSTALL AT BED AREAS ADJACENT TO TURF AND /OR RIVER ROCK AREAS
APPROVAL:	***CUT SHEET, SAMPLE***



STEEL EDGING — C

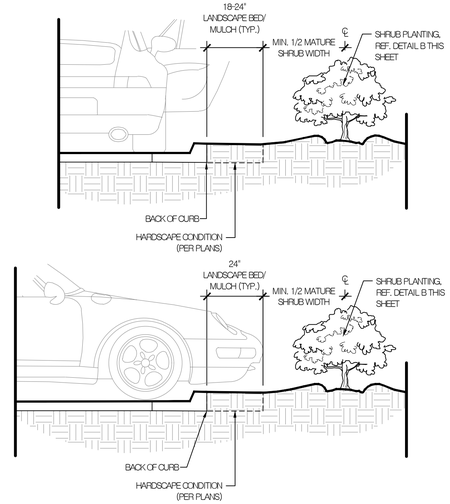
Scale: 1 1/2" = 1'-0"

NOTES:
1. REF. PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. WHEN SHRUBS MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)
3. WHEN SHRUBS ARE USED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS/HEIGHT.
4. REF. TO PLANT SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.



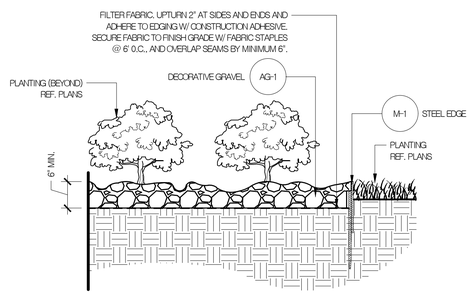
TYPICAL SHRUB PLANTING — B

Scale: NTS



SHRUB PLANTING AT CURB — D

Scale: NTS



ROCK MULCH | PLANTING — A

SCALE: NTS

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BAYLIAN, CAMRYN
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LANDSCAPE NOTES & DETAILS.DWG
LA

No.	REVISIONS	DATE	BY

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Kimley»Horn
R.L.A. LORIEN L. LOCKWOOD
L.A. No. 3541 Date 08/05/2026

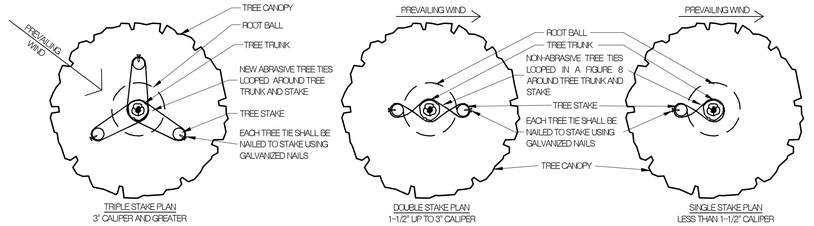
KHA PROJECT	069227608
DATE	AUGUST 2026
SCALE	AS SHOWN
DESIGNED BY	CJG
DRAWN BY	MLC
CHECKED BY	LLL

H-E-B

LANDSCAPE NOTES & DETAILS

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L2.0

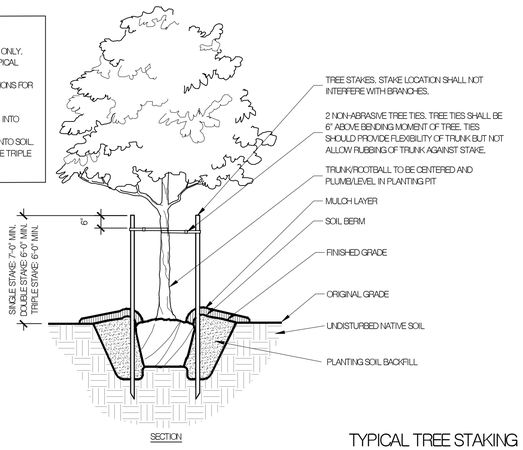


TRIPLE STAKE PLAN
3" CALIPER AND GREATER

DOUBLE STAKE PLAN
1-1/2" UP TO 3" CALIPER

SINGLE STAKE PLAN
LESS THAN 1-1/2" CALIPER

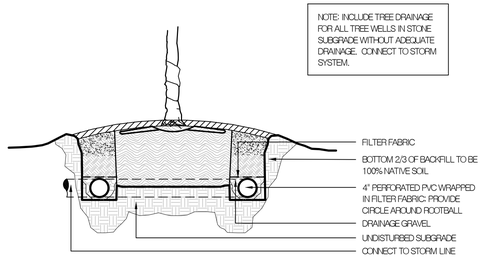
NOTES:
1. THIS DETAIL IS FOR TREE STAKING ONLY. REF. DETAIL A THIS SHEET FOR TYPICAL TREE PLANTING.
2. REFERENCE PLANTING SPECIFICATIONS FOR ADDITIONAL INFORMATION.
3. LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL.
4. STAKE MUST BE DRIVEN MIN. 24" INTO SOIL.
5. ALL MULTI-TRUNK TREES SHALL BE TRIPLE STAKED.



SECTION

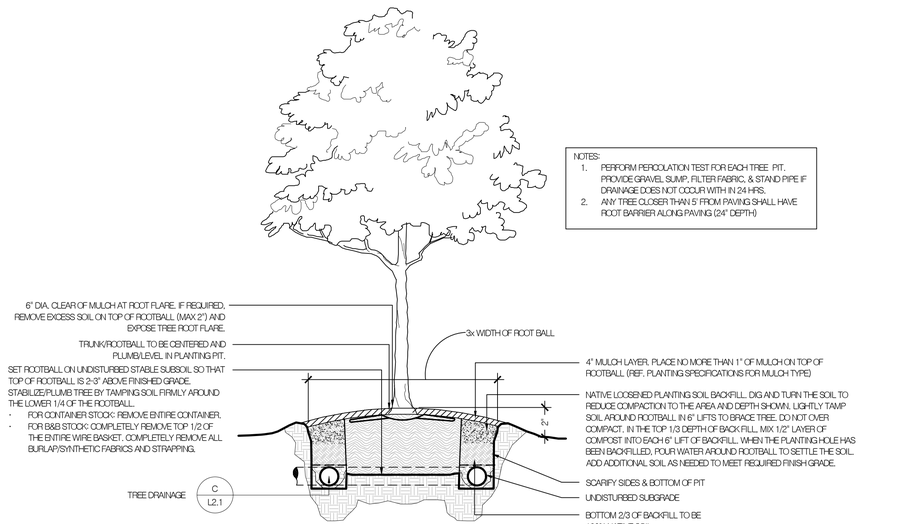
TYPICAL TREE STAKING
Scale: NTS
B

NOTE: INCLUDE TREE DRAINAGE FOR ALL TREE WELLS IN STONE SUBGRADE WITHOUT ADEQUATE DRAINAGE. CONNECT TO STORM SYSTEM.



TREE DRAINAGE ENLARGEMENT
Scale: 1/2" = 1'-0"
C

NOTES:
1. PERFORM PERCOLATION TEST FOR EACH TREE PIT. PROVIDE GRAVEL SUMP, FILTER FABRIC, & STAND PIPE IF DRAINAGE DOES NOT OCCUR WITH IN 24 HRS.
2. ANY TREE CLOSER THAN 5' FROM PAVING SHALL HAVE ROOT BARRIER ALONG PAVING (24" DEPTH)



CANOPY TREE
Scale: 1/2" = 1'-0"
A

IMAGES
XREFS
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PLOT BY
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Wednesday, August 19, 2026 4:25 PM
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LANDSCAPE DETAILS
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No.	REVISIONS	DATE	BY

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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES:

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETCETERA. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

MATERIALS LISTED BELOW SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SUBMITTAL
MULCH	PRODUCT DATA + ONE (1) GAL. SAMPLE (MIN.)
TOPSOIL MIX	AMENDMENT MIX/PRODUCT DATA/TEST RESULTS + ONE (1) GAL. SAMPLE (MIN.)
PLANTS	PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY)
FERTILIZER	PRODUCT DATA + APPLICATION SCHEDULE
INOCULANT	PRODUCT DATA
HERBICIDE	PRODUCT DATA

CLIENT-REQUESTED TAGGING MAY SUBSTITUTE PHOTOGRAPHS OF PLANT MATERIAL. INCLUDE PRODUCT DATA FOR ALL PLANT SPECIES IN SUBMITTAL.

STAKING/GUYING FOR ALTERNATE TO DETAILS: SEND PRODUCT DATA AND DETAILS.

2. PLANT MATERIALS INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC.

   i. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE AMERICAN STANDARD NURSERY STOCK. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

   ii. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

   iii. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS, OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. ALL PLANTING BED PIT BACKFILL AREAS TO BE PREPARED USING COMPOST, SHARP SCREENED SAND AND EXPANDED SHALE BY MISSOURI ORGANIC OR APPROVED EQUAL. TILL SOIL AMENDMENTS INTO EXISTING SOIL TO DEPTHS PER PLANTING DETAILS (6" DEPTH MIN). FINISHED GRADES OF PLANTING BEDS TO BE 1" BELOW FINISHED GRADE OF ADJACENT CONCRETE MOW STRIP OR AS SHOWN ON GRADING PLAN. PLANTING BED PIT SOIL SHALL BE A MIXTURE OF APPROXIMATELY 50% WEED-FREE EXISTING SOIL, 35% COMPOST, 10% EXPANDED SHALE, AND 5% SCREENED SHARP SAND. 98.5% OF THE PLANTING BED PIT SOIL PARTICLES WILL PASS THROUGH A 1/2 INCH SCREEN AND 99% OR MORE SHALL PASS THROUGH A 3/4 INCH SCREEN. COLOR TO BE A MEDIUM BROWN WITH A WEIGHT OF 1900-2250 LBS. PER CUBIC YARD (DEPENDING ON THE MOISTURE CONTENT).
2. ALL SOD AND SEED AREAS TO BE PREPARED USING COMPOST AND SHARP SCREENED SAND, BY MISSOURI ORGANIC OR APPROVED EQUAL. TILL SOIL AMENDMENTS INTO EXISTING SOIL TO DEPTHS PER PLANTING DETAILS (2" DEPTH MINIMUM). TOPSOIL SHALL BE A MIXTURE OF APPROXIMATELY 50% WEED-FREE EXISTING SOIL, 40% COMPOST, AND 10% SHARP SCREENED SAND. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, pH RANGE OF 7.0-7.5 WITH 25% (MIN.) ORGANIC MATERIAL, AND FREE OF TRASH, DEBRIS, STONES, WEEDS AND TWIGS/BRANCHES. THE PARTICLE SIZES SHALL BE SUCH THAT 98.5% OF THE TOPSOIL WILL PASS THROUGH A 1/2 INCH SCREEN AND 99% OR MORE SHALL PASS THROUGH A 3/4 INCH SCREEN. TOPSOIL SHALL BE REVIEWED/APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT SAMPLES IN 1 GAL. (MIN.) CONTAINER.
3. THE CONTRACTOR SHALL REESTABLISH ANY ADDITIONAL DISTURBED AREAS NOT SHOWN ON THE PLANS WITH A FULL COVERING OF SOD OR SEED. THE CONTRACTOR SHALL PROVIDE 2" DEPTH (MIN) PREPARED TOPSOIL TILLED INTO EXISTING SOIL IN ALL AREAS TO RECEIVE SEED OR SOD AT NO ADDITIONAL COST.
4. TREE PLANTING PITS SHALL BE BACKFILLED WITH COMPOST BY MISSOURI ORGANIC OR APPROVED EQUAL AND NATIVE SOIL. THE TOP 1/3 OF EACH TREE PIT SHALL RECEIVE BACKFILL MATERIAL OF 80% WEED FREE NATIVE SOIL AND 20% COMPOST. THE BOTTOM 2/3 OF EACH TREE PIT SHALL RECEIVE BACKFILL MATERIAL OF 100% WEED FREE NATIVE SOIL.
5. EXISTING SOIL USED IN PLANT BACKFILL AND TOPSOIL PREP SHALL BE REASONABLY FREE OF STONES, LIME, LUMPS OF CLAY, ROOTS, AND OTHER FOREIGN MATTER. EXISTING SOIL SHALL HAVE A MINIMUM ORGANIC COMPOSITION OF 25% AND THE ACIDITY SHALL BE BETWEEN 7.0 AND 8.0 pH. CONTRACTOR SHALL SUBMIT A 1 GAL. MINIMUM SAMPLE OF THE EXISTING SOIL TO AN APPROVED TESTING FACILITY TO VERIFY COMPOSITION, ACIDITY AND ORGANIC CONTENT.
6. IF SOIL FAILS TO ACHIEVE THE AFOREMENTIONED pH AND ORGANIC COMPOSITION QUANTITIES, THE CONTRACTOR SHALL TILL AN ADEQUATE AMOUNT OF COMPOST IN TO THE EXISTING SOIL UNTIL IT MEETS THE REQUIREMENTS PRIOR TO COMBINING WITH OTHER SPECIFIED SOIL AMENDMENTS.
7. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE AND AMENDMENTS TO THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
8. WHERE LIME STABILIZED SOIL IS ENCOUNTERED, LAWN AREAS SHALL BE EXCAVATED TO A DEPTH OF 12", PLANT BEDS SHALL BE EXCAVATED TO A DEPTH OF 24", AND TREE PITS SHALL BE EXCAVATED TO A DEPTH OF 36", AND BACKFILLED WITH CLEAN NATIVE SOIL (E.5) AND APPROVED PLANTING SOIL (E.1-4).

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE OBTAINED ON THE SITE, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETCETERA. ALL COSTS FOR WATER SUPPLY AND WATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY—REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY—REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES FOR ALL PLANTINGS AS NOTED. MULCH AT ALL PLANTING BEDS SHALL BE TRIPLE-SHREDDED HARDWOOD MULCH.
2. CONTRACTOR TO SUBMIT ONE (1) GALLON MINIMUM SAMPLE OF MULCH PRODUCT TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED PLANTS (B & B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.
3. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES, HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUBBASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.
4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL - 811 - TO LOCATE UTILITIES.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED ROCK AND ROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF ROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY/GROWING SITE.
5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN.
7. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
8. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
9. TREES SHALL BE SET WITH ROOT BALL CENTERED IN PLANTING PIT WITH ROOT FLARE 2" ABOVE ADJACENT SOIL ELEVATION. SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT—AFTER SETTLEMENT—THE TOP OF ROOT BALL SHALL BE EVEN WITH TOP OF PLANTING BED. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
10. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL FOR SOILNOC SRT ADVANCED MYCORRHIZAL INOCULUM (OR EQUAL) PRIOR TO INOCULATION.
11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETCETERA, SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
12. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
13. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 12"; REMOVE AND DISPOSE OF ALL DEBRIS AND MIX TO ACHIEVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
14. TREE STAKING, PER THE TREE PLANTING DETAIL(S), SHALL CONSIST OF ARBORSTAKES™ INSTALLED 4" MIN. FROM EDGE OF ROOTBALL (UNLESS OTHERWISE STATED IN THE PLANS) AND SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE STAKING AND FORGO TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING/GUYING AND BRACING AT NO ADDITIONAL COST TO THE OWNER.
15. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.
16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER AS ALLOWED BY JURISDICTIONAL AUTHORITY.

P. LAWN SODDING/SEEDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, DEBRIS, HAVE SOIL PREPARED PER SECTION E, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: ALL SOIL TO BE PREPARED PER SECTION E.
4. SODDING:

   i. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
   ii. THE SOD SHALL BE CERTIFIED TO MEET AMERICAN STANDARD FOR NURSERY STOCK SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASES OF ANY KIND.
   iii. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE OR MULCH STRIP SHALL BE PROVIDED—REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
   iv. CONTRACTOR SHALL REFERENCE PLANTING SCHEDULE FOR SEEDING VARIETY AND RATES.
   v. CONTRACTOR TO SUBMIT SOD SPECIES AND PRODUCT INFORMATION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE.
   vi. WATER SODDED AREAS DAILY AND UP TO TWICE A DAY DURING HOT, DRY WEATHER.
   vii. DO NOT LAY SOD WHEN DAILY HIGH TEMPERATURE IS FORECASTED TO BE ABOVE 80 DEGREES F. WATER SOD FOR FOUR (4) WEEKS OR UP UNTIL ROOTS ARE FIRMLY ESTABLISHED IN THE SOIL. DO NOT ALLOW SOIL MOISTURE TO DROP BELOW 15% ON ANY GIVEN DAY DURING THE ROOT ESTABLISHMENT PERIOD.
   viii. IF, AFTER INSPECTION BY THE OWNER, SOD IS DEAD OR STRESSED, REMOVE AND REPLACE AT NO COST TO THE OWNER. ALL ESTABLISHMENT PROCEDURES AS LISTED ABOVE APPLY TO SECOND PLACEMENT SOD.
5. SEEDING:
   i. IF TURF SEED INSTALLATION FALLS BETWEEN SEPTEMBER 16TH AND MARCH 14TH, THE CONTRACTOR SHALL INSTALL EITHER SOD OR A NATIVE COLD SEASON VARIETY SEED MIX. IF A NATIVE COOL SEASON VARIETY MIX IS INSTALLED BETWEEN SEPTEMBER 16TH AND MARCH 14TH, THE CONTRACTOR SHALL RESEED THE AREA WITH THE ORIGINAL SPECIFIED SEED MIX PER THE PLANS AND SPECIFICATIONS BETWEEN MARCH 15TH AND SEPTEMBER 15TH. NEITHER WINTER WHEAT NOR WINTER RYE SHALL BE USED. CONTRACTOR TO SUBMIT ALL NURSE/COVER CROP SPECIES DATA TO THE LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
   ii. CONTRACTOR TO SUBMIT SEED SPECIES AND PRODUCT INFORMATION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASE.
   iii. CHECK SOIL MOISTURE WEEKLY WITH A MOISTURE PROBE FOR 6 WEEKS AFTER SEEDINGG. SHOULD THE SOIL MOISTURE LEVEL FALL BELOW 15%, WATER ALL SEEDED AREAS, BUT DO NOT EXCEED 45% MOISTURE AT ANY GIVEN TIME.
6. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
7. LAWN MAINTENANCE:
   i. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL-ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).
   ii. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.
   iii. CONTRACTOR SHALL RE-ESTABLISH 95% (MIN.) COVERAGE FOR ALL DISTURBED AREAS OF VEGETATION WITHIN 60 DAYS OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL PROVIDE SEED AND/OR SOD THAT MATCHES THE ADJACENT LAWN AREA.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

1. ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.
2. PRIOR TO SUBSTATIAL COMPLETION, CONTRACTOR SHALL PROVIDE THE OWNER WITH A WRITTEN MAINTENANCE BOOKLET CONTAINING INFORMATION PROVIDED BY THE LANDSCAPE SUPPLIER(S) FOR THE LONG-TERM CARE OF ALL TREES, SHRUBS, GROUNDCOVERS, AND SOD INSTALLED ON-SITE. COPIES OF THE MAINTENANCE BOOKLET SHALL BE INCLUDED BY THE CONTRACTOR IN THE RECORD DRAWINGS PACKAGE AND SUBMITTED TO THE LANDSCAPE ARCHITECT.

S. PLANT MATERIAL SOURCING

TO ENSURE MAXIMAL RATE OF SURVIVAL, PLANT MATERIAL—PARTICULARLY FROM SPECIES WHICH HAVE WIDE RANGES AND DIVERSE ECOTYPES—SHOULD BE SOURCED FROM GROWING CONDITIONS WITH CLIMATIC SIMILARITY TO THE PROJECT AREA. CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT IF PLANT MATERIAL ORIGINATES GREATER THAN 100 MILES FROM THE PROJECT AREA.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL 1 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING" AT NO ADDITIONAL COST TO THE OWNER.
4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

No.	REVISIONS	DATE	BY

Kimley»Horn

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Kimley»Horn
R.L.A. LORIEN L. LOCKWOOD
L.A. No. 3541 Date 08/05/2026

KHA PROJECT 069227608
DATE AUGUST 2026
SCALE AS SHOWN
DESIGNED BY CJG
DRAWN BY MLC
CHECKED BY LLL

H-E-B ®

LANDSCAPE SPECIFICATIONS

HEB ENNIS - STORE XX
NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
L2.2

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Ennis Grocer

Traffic Impact Analysis

April 2026

Prepared By:

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Ennis Grocer

TRAFFIC IMPACT ANALYSIS

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EXECUTIVE SUMMARY

This report documents a traffic impact analysis (TIA) performed for the proposed Ennis Grocer development located northeast of Ennis Avenue & Sonoma Trail in the City of Ennis, Texas.

The development proposes to provide approximately 102,500 square feet (SF) of supermarket along with a twelve (12) vehicle fueling pump gasoline/service station. Access to the development is proposed via two (2) full-access driveways along Sonoma Trial and three (3) full-access driveways along Ennis Avenue. The development is anticipated with a build out year of 2028. This study is intended to identify traffic generation characteristics, potential traffic related impacts on the surrounding street system, and to develop mitigation measures for identified impacts if necessary.

Based on the trip generation calculation the Ennis Grocer development is anticipated to generate 352 AM peak hour trips (203 inbound / 149 outbound) and 975 PM peak hour trips (488 inbound / 487 outbound) at Build Out (2028).

The traffic evaluation was comprised of five (5) scenarios for which weekday AM and PM peak hour intersection level of service analyses were performed. The five (5) analysis scenarios evaluated can be found in the table below.

Analysis Scenario Summary Table

Scenario	Roadway Conditions	Development Assumptions	Traffic Volumes
Existing (2026)	Existing	Existing	Existing (2026) Volumes
Build Out Background (2028)	Existing	Existing	Existing (2026) Volumes + 2 years of growth at 2.0% per year
Build Out (2028)	Existing + Site Access	Existing + Ennis Grocer	Build Out Background (2028) + Ennis Grocer Site Traffic
Horizon Background (2033)	Existing	Existing	Existing (2026) Volumes + 7 years of growth at 2.0% per year
Horizon (2033)	Existing + Site Access	Existing + Ennis Grocer	Horizon Background (2033) + Ennis Grocer Site Traffic

Based on the TIA presented in this report, we offer the following conclusions and recommendations:

DECELERATION LANE ANALYSIS

Deceleration lane analysis was completed for the proposed site access locations based on the anticipated traffic volumes at Build Out (2028). The need for deceleration lanes along Ennis Avenue was analyzed via TxDOT criteria and site access along Sonoma Trail was analyzed via NCHRP Report 457 criteria. Note that left-turn analysis along Sonoma Trail was not conducted as little, if any, site traffic is anticipated form the north along this facility.

RIGHT-TURN LANE METHODOLOGY

Based on projected volumes at Build Out (2028), no right-turn lanes are warranted based on volume thresholds provided by TxDOT. While no right-turn lanes are warranted based on volumes, the development proposes to construct right-turn lanes at Drive 3 and Drive 4 to better facilitate ingress traffic accessing the site. Additionally, right-turn lanes are not anticipated to be warranted at the proposed driveways along Sonoma Trail. Although turn-lanes are not warranted along Sonoma Trail, the development proposes to construct a right-turn lane at Drive 1 to better facilitate ingress traffic accessing the site.

LEFT-TURN LANE METHODOLOGY

Based on the analysis, peak hour major road volumes along Ennis Avenue exceed 200 vphpl and projected left-turn volumes at all driveways along Ennis Avenue exceed 5 vph, therefore an eastbound left-turn lane is warranted at all proposed drives along Ennis Avenue. To accommodate warranted left-turn lanes along Ennis Avenue, the development proposes to widen Ennis Avenue to feature a two-way-left-turn lane (TWLTL) along the sites southern frontage to approximately 150 feet west of the Ennis Avenue & Sonoma Trail intersection. The construction of a TWLTL along Ennis Avenue would provide for dedicated left and through-right lanes at the existing intersection.

DRIVEWAY ACCESS SPACING

To evaluate access spacing, criteria from TxDOT's *Access Management Manual* was applied to the proposed site access. Based on TxDOT standards, the minimum allowable distance between two connections along a 30 mph (Sonoma Trail) and a 40 mph (Ennis Avenue) facility is 200 and 305 feet, respectively. *Note that TxDOT access spacing criteria was applied to Sonoma Trail as the City does not provide specific access spacing requirements*. Based on this requirement, spacing along Sonoma Trail is anticipated to be satisfied. Spacing provided along Ennis Avenue is approximately the following:

- ~ 278 feet between Drive 3 and Sonoma Trail
- ~ 213 feet between Drive 3 and Drive 4
- ~ 301 feet between Drive 4 and Drive 5

Based on available spacing along Ennis Avenue, a variance of 27 feet, 92 feet, and 4 feet will be requested for the proposed drives along Ennis Avenue. While access spacing is not satisfied along Ennis Avenue it should be noted that Drive 5 is anticipated to facilitate a limited amount of site traffic as the entrance is intended for primarily staff and deliver truck traffic. Additionally, Drive 3 and Drive 4 are proposed with additional deceleration lanes to provide for improved operations for ingress vehicles accessing the site. Thus, it is not anticipated that substandard spacing along Ennis Avenue will produce adverse traffic operations at the proposed site access locations.

SIGHT DISTANCE

Guidelines provided by AASHTO were used to determine adequacy of sight distance at the proposed site access locations. The guidelines are based on the speed of the roadway access is being taken from.

Based on aerial overview, adequate sight distance is anticipated to be available at all site access locations. Ennis Avenue and Sonoma Trail both exist with relatively flat grades and curvature is not anticipated to impede sight triangles at the proposed drives. It is recommended that the proposed site access locations be designed to provide adequate sight distance (i.e. clear sight with no obstructing object, signs, landscaping, etc.).

TRAFFIC OPERATIONS ANALYSIS

Based on the analysis for the five (5) scenarios, all intersections are anticipated to operate with acceptable LOS with the exception of the following:

- **IH-45 NBFR & Ennis Avenue** exhibits operational failures at the westbound approach during the PM peak hour once site traffic is introduced in both the Build Out (2028) and Horizon (2033) scenarios. The interchange currently facilitates all westbound traffic via a dedicated through lane and a through-right lane which shortly narrows approximately 400 feet east of the IH-45 NBFR.

- **Ennis Avenue & Sonoma Trail** is projected to operate with failing LOS in both the AM and PM peak hours under Build Out (2028) conditions. Failures at this location are anticipated to worsen under Horizon analysis. As such, signal warrants were conducted at this location utilizing Build Out (2028) volumes. Based on projected volumes at Build Out (2028), peak hour signal warrants at this location are met. As such, additional analysis was conducted assuming signalization at this location. Signalization at this location assumed a dedicated left-turn and a through-right lane at approaches along Ennis Avenue consistent with site access improvements. Based on the signal warrant analysis, a traffic signal is recommended at this intersection at project Build-Out.

INTRODUCTION

PURPOSE

Kimley-Horn and Associates, Inc. (Kimley-Horn), prepared a Traffic Impact Analysis (TIA) of future traffic conditions associated with the Ennis Grocer development located northeast of Ennis Avenue & Sonoma Trail in the City of Ennis, Texas.

The development proposes to provide approximately 102,500 square feet (SF) of supermarket along with a twelve (12) vehicle fueling pump gasoline/service station. The development is anticipated with a build out year of 2028. This study is intended to identify traffic generation characteristics, potential traffic related impacts on the surrounding street system, and to develop mitigation measures for identified impacts if necessary.

METHODOLOGY

This report has been prepared in accordance with the City of Ennis *Code of Ordinances* and standards set forth by Texas Department of Transportation (TxDOT).

The traffic evaluation was comprised of five (5) scenarios for which weekday AM and PM peak hour intersection level of service analyses were performed. The five (5) analysis scenarios evaluated can be found in **Table 1** below.

Table 1. Analysis Scenarios

Scenario	Roadway Conditions	Development Assumptions	Traffic Volumes
Existing (2026)	Existing	Existing	Existing (2026) Volumes
Build Out Background (2028)	Existing	Existing	Existing (2026) Volumes + 2 years of growth at 2.0% per year
Build Out (2028)	Existing + Site Access	Existing + Ennis Grocer	Build Out Background (2028) + Ennis Grocer Site Traffic
Horizon Background (2033)	Existing	Existing	Existing (2026) Volumes + 7 years of growth at 2.0% per year
Horizon (2033)	Existing + Site Access	Existing + Ennis Grocer	Horizon Background (2033) + Ennis Grocer Site Traffic

For all intersections, the capacity analyses were conducted using *Synchro 12™* and its associated *Highway Capacity Manual* reports.

EXISTING AND PROPOSED LAND USE

SITE LOCATION / STUDY AREA

The Ennis Grocer development is located northeast of Ennis Avenue & Sonoma Trail in the City of Ennis, Texas. **Exhibit 1** presents the study area, the approximate site boundaries, and the vicinity of the site. Currently the site is undeveloped and does not generate any traffic.

The study intersections analyzed, and their existing traffic controls are presented below:

- Signalized
  - IH-45 northbound frontage road (NBFR) & Ennis Avenue
  - IH-45 southbound frontage road (SBFR) & Ennis Avenue
- Unsignalized
  - Ennis Avenue & Sonoma Trail

In addition, all proposed site driveways will be analyzed in the future conditions.

PROPOSED DEVELOPMENT

The Ennis Grocer development is proposed northeast of Ennis Avenue & Sonoma Trail in the City of Ennis, Texas. The development proposes to provide approximately 102,500 square feet (SF) of supermarket along with a twelve (12) vehicle fueling pump gasoline/service station. The development is anticipated with a build out year of 2028. A conceptual site plan is provided in the **Appendix**.

Access to the development is proposed via two (2) full-access driveways along Sonoma Trial and three (3) full-access driveways along Ennis Avenue.

EXISTING AND PLANNED TRANSPORTATION SYSTEM

Exhibit 2 displays the existing thoroughfares, lane assignments, and traffic controls within the study area. The following is a general description of the major roadways within the study area.

IH-45 northbound (**IH-45 NBFR**) and southbound (**IH-45 SBFR**) frontage roads are one-way TxDOT facilities currently running parallel to IH-45 and provide for a signalized interchange at Ennis Avenue. Both frontage roads are considered two-lane one-way facilities. Both frontage roads are considered as north-south orientation with a posted speed limit of 45 mph. Based on information provided by TxDOT's *Statewide Planning Map* the interchange located at Ennis Avenue is anticipated to undergo improvements (see *Planned Roadway Improvements* section).

Ennis Avenue is a five-lane undivided roadway featuring a two-way-left-turn lane (TWLTL) west of IH-45. To the east of IH-45 Ennis Avenue transitions from a five-lane undivided facility to a four-lane undivided facility then eventually narrowing to a two-lane undivided section with its intersection with Sonoma Trail. The posted speed limit along Ennis Avenue is 35 mph and 40 mph to the west and east of IH-45, respectively. Ennis Avenue is assumed as east-west orientation for analysis purposes. Three (3) full-access driveways are proposed along this facility.

Sonoma Trail is a two-lane undivided roadway considered with a north-south orientation and speed limit of 30 mph for analysis purposes. Two (2) full-access driveways are proposed along this facility.

EXISTING TRAFFIC VOLUMES

Exhibit 3 presents the existing AM and PM peak hour traffic volumes. Counts were collected on Tuesday, November 18th, 2025 at the study intersections. Traffic data is provided in the **Appendix**.

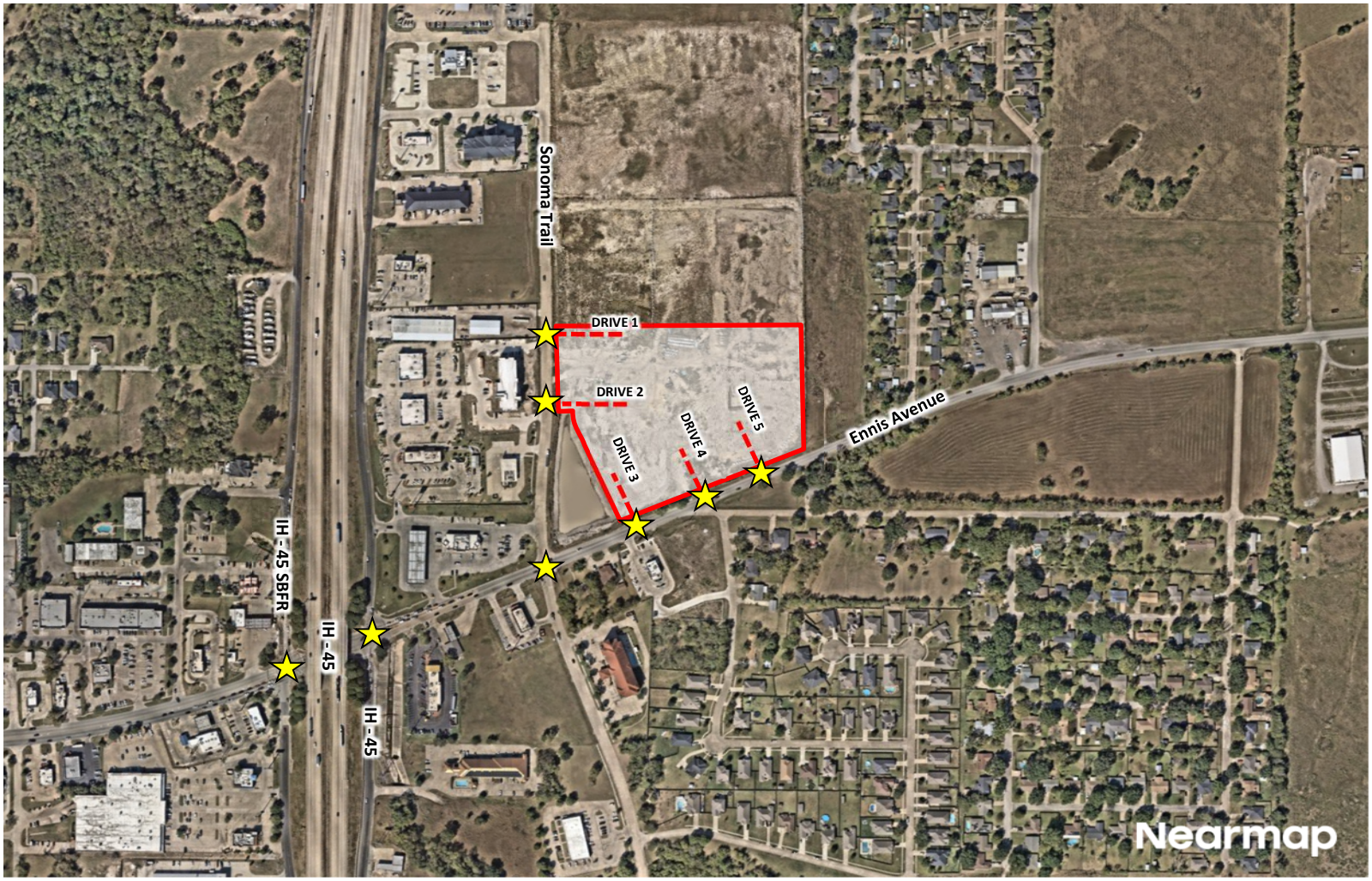
TXDOT ROADWAY CONSTRUCTION PROJECTS

According to TxDOT Project Tracker, the IH-45 & Ennis Avenue interchange is anticipated to undergo improvements within the study area (CSJ: 0092-04-077). With construction observed via aerial imagery and a TxDOT letting date of March 2025. the IH-45 & Ennis Avenue interchange improvements are assumed in Build Out Background (2028) and all subsequent scenarios.

TxDOT schematics detailing the future signal layout are provided in the **Appendix**.

N

NOT TO SCALE



LEGEND

Proposed Site Access

Site Boundary

Study Intersection

Exhibit 1

Vicinity Map

Ennis Grocer TIA

Kimley»Horn

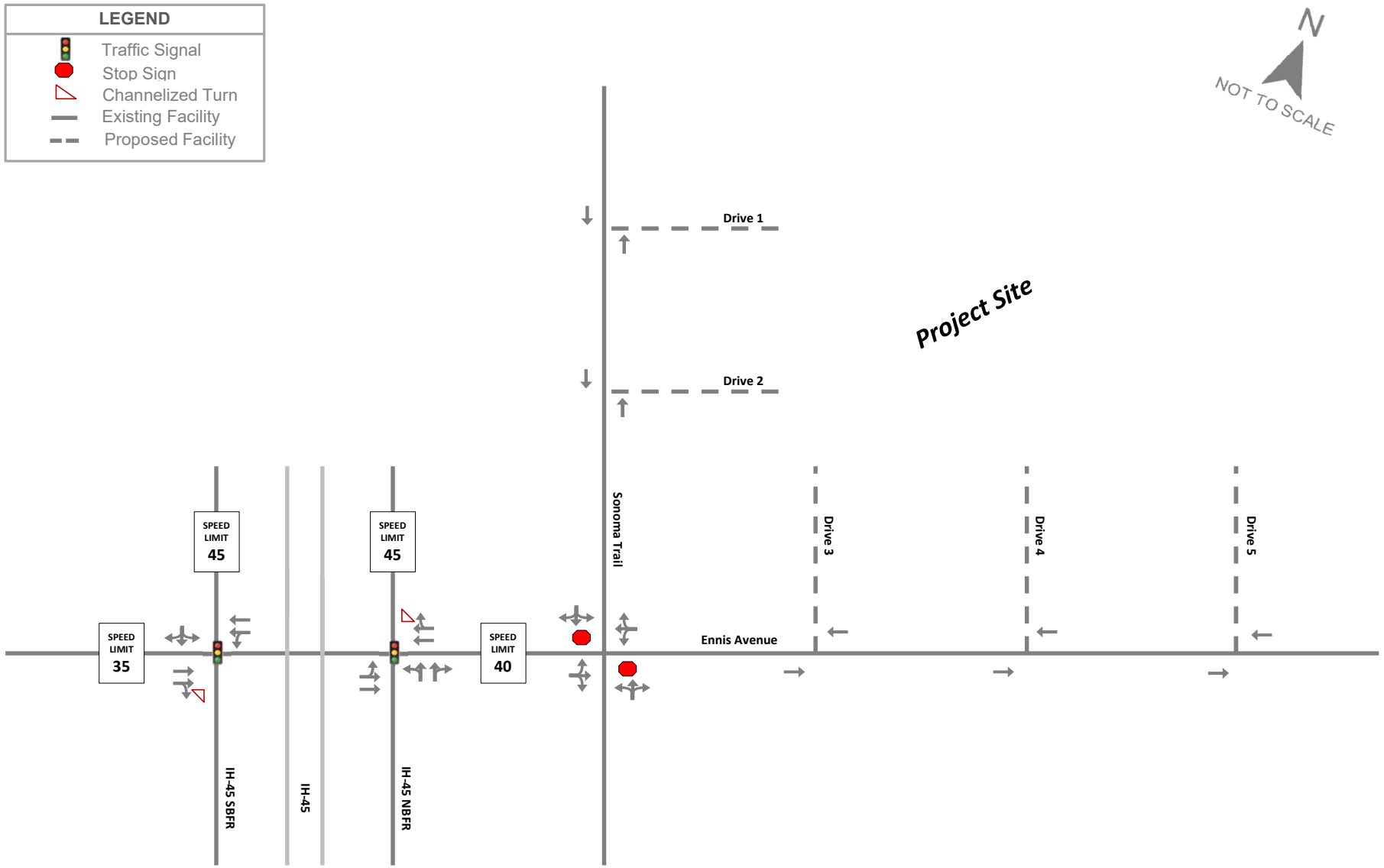


Exhibit 2

Existing Lane Assignment and Traffic Control

Ennis Grocer TIA

Kimley»Horn

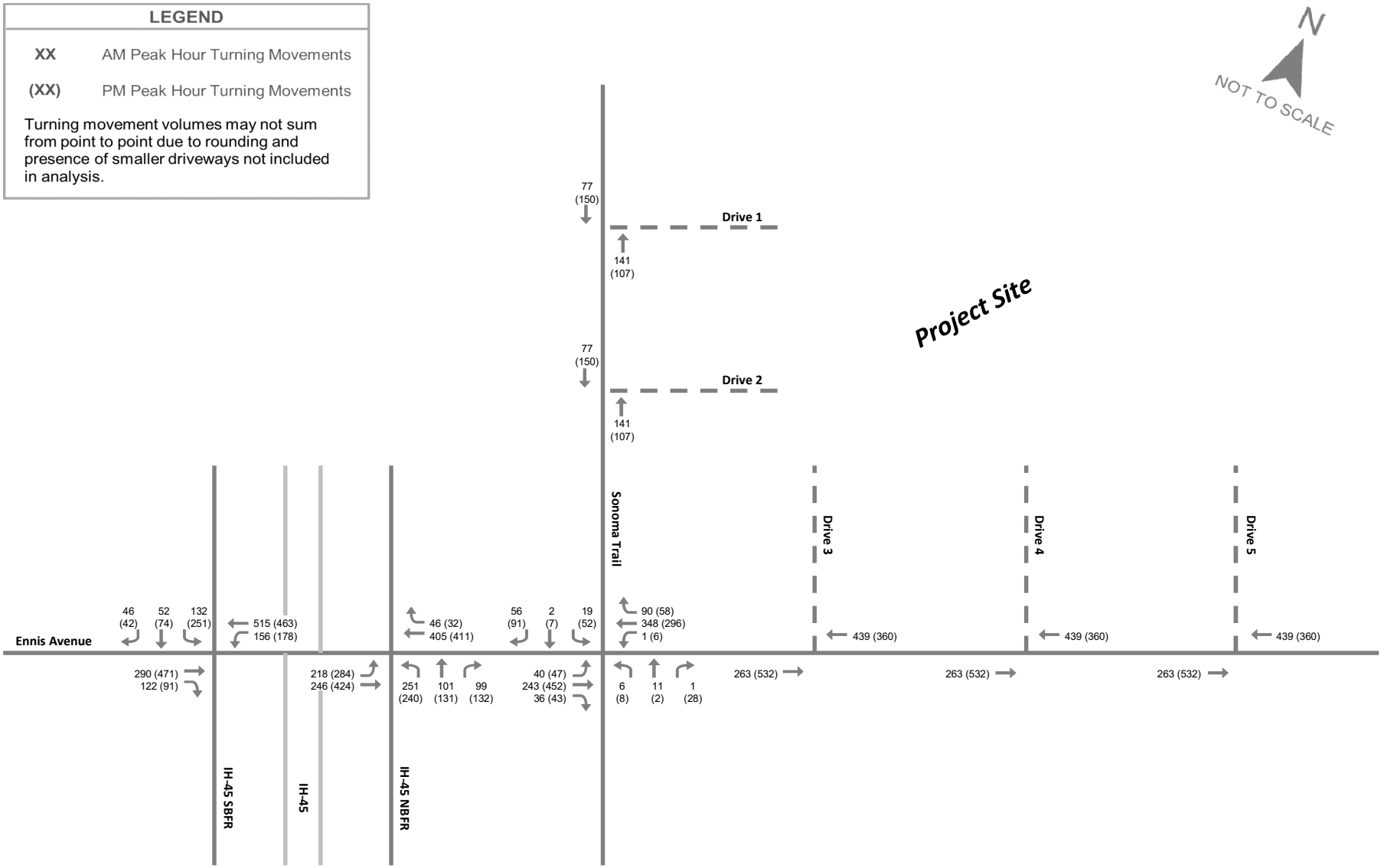


Exhibit 3

Existing (2026) Traffic Volumes

Ennis Grocer TIA

Kimley»Horn

PROJECT TRAFFIC CHARACTERISTICS

SITE TRIP GENERATION

Site-generated traffic estimates are determined through a process known as trip generation. Rates are applied to the proposed land uses to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the current edition of the *Trip Generation Manual* published by the *Institute of Transportation Engineers* (ITE). ITE has established trip rates in nationwide studies of similar land uses. Applying these trip generation rates to the proposed site development results in daily, AM peak hour, and PM peak hour trips. Each trip shown is a "one-way trip" which is defined as the entry or exit of a vehicle from the site. Therefore, each vehicle visiting the site is counted as two one-way trips, one inbound and one outbound.

Table 2 provides the rates included in the ITE *Trip Generation Manual* in addition to the entering and exiting distribution splits for each land use proposed on site.

Table 2. Trip Generation Rates

Land Uses	ITE Code	Units	Daily Rate	AM Peak Hour			PM Peak Hour		
				% IN	% OUT	Rate	% IN	% OUT	Rate
Supermarket	850	1,000 SF	92.29	59%	41%	2.95	50%	50%	8.79
Gasoline/Service Station	944	VFP	172.01	50%	50%	11.32	50%	50%	14.23

Rates provided in the ITE Trip Generation Manual, 12th Edition .

Reductions to the base trip generation are applied based on the nature of the site and land uses because of diverted/pass-by trips:

- Diverted/pass-by capture rates for the proposed land uses were based on information consistent with the *ITE Trip Generation Manual*. AM and PM pass-by rates of 63% and 57%, respectively, for Gasoline/Service Station (ITE #944) were utilized.

Table 3 summarizes the total number of trips that are projected to be generated by the proposed development daily, and during the AM and PM peak hours through the build out of the development. The number of trips generated represents the number of vehicles entering and exiting the proposed development to and from the adjacent street system.

Table 3. Trip Generation

Land Uses	Intensity	Units	ITE Code	Daily Trips	AM Peak Hour Site Trips			PM Peak Hour Site Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Supermarket	102.5	1,000 SF	850	9,460	178	124	302	451	450	901
Gasoline/Service Station	12	VFP	944	2,064	68	68	136	86	85	171
				Total External Site Traffic:	246	192	438	537	535	1,072
				Pass-By Trips:	43	43	***86***	49	48	***97***
				Total Net New Site Traffic: **11,524**	**203**	**149**	**352**	**488**	**487**	**975**

Number of trips generated = Trip Rate (Development Unit); X=1,000 SF, Vehicle Fueling Positions

Based on the trip generation calculation the Ennis Grocer development is anticipated to generate 352 AM peak hour trips (203 inbound / 149 outbound) and 975 PM peak hour trips (488 inbound / 487 outbound).

TRIP DISTRIBUTION AND ASSIGNMENT

The distribution and assignment of the site-generated traffic to the study area roadway network was performed for the proposed development based on examination of the existing traffic volumes, existing roadway network, major attractions and destinations in the study area and anticipated site access locations.

All scenarios utilize the same global distribution in the analysis and are as follows:

- 30% to/from the north via IH-45
- 30% to/from the south via IH-45
- 30% to/from the west via Ennis Avenue
- 10% to/from the east via Ennis Avenue

Exhibit 4 presents the inbound and outbound directional distribution percentages for the Ennis Grocer development. The resulting net new external traffic assignment is presented in **Exhibit 5**. **Exhibit 6** presents the assumed pass-by distribution for the Ennis Grocer development. The resulting pass-by assignment is presented in **Exhibit 7**. Total site traffic is presented in **Exhibit 8**, which consists of net new external site traffic volumes (**Exhibit 5**) and pass-by volumes (**Exhibit 7**).

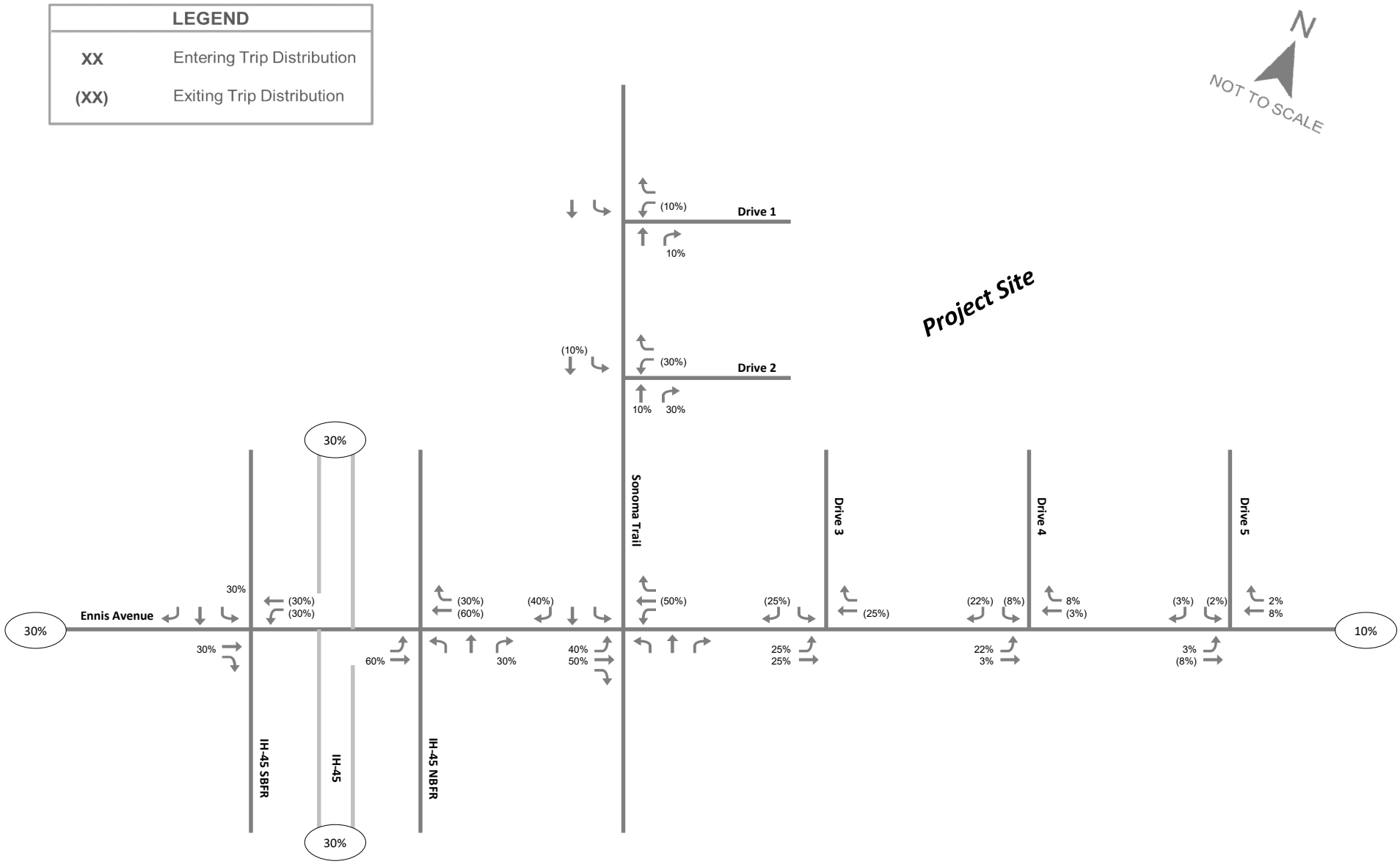


Exhibit 4
Trip Distribution
Ennis Grocer TIA

Kimley»Horn

LEGEND	
XX	AM Peak Hour Turning Movements
(XX)	PM Peak Hour Turning Movements

Turning movement volumes may not sum from point to point due to rounding and presence of smaller driveways not included in analysis.

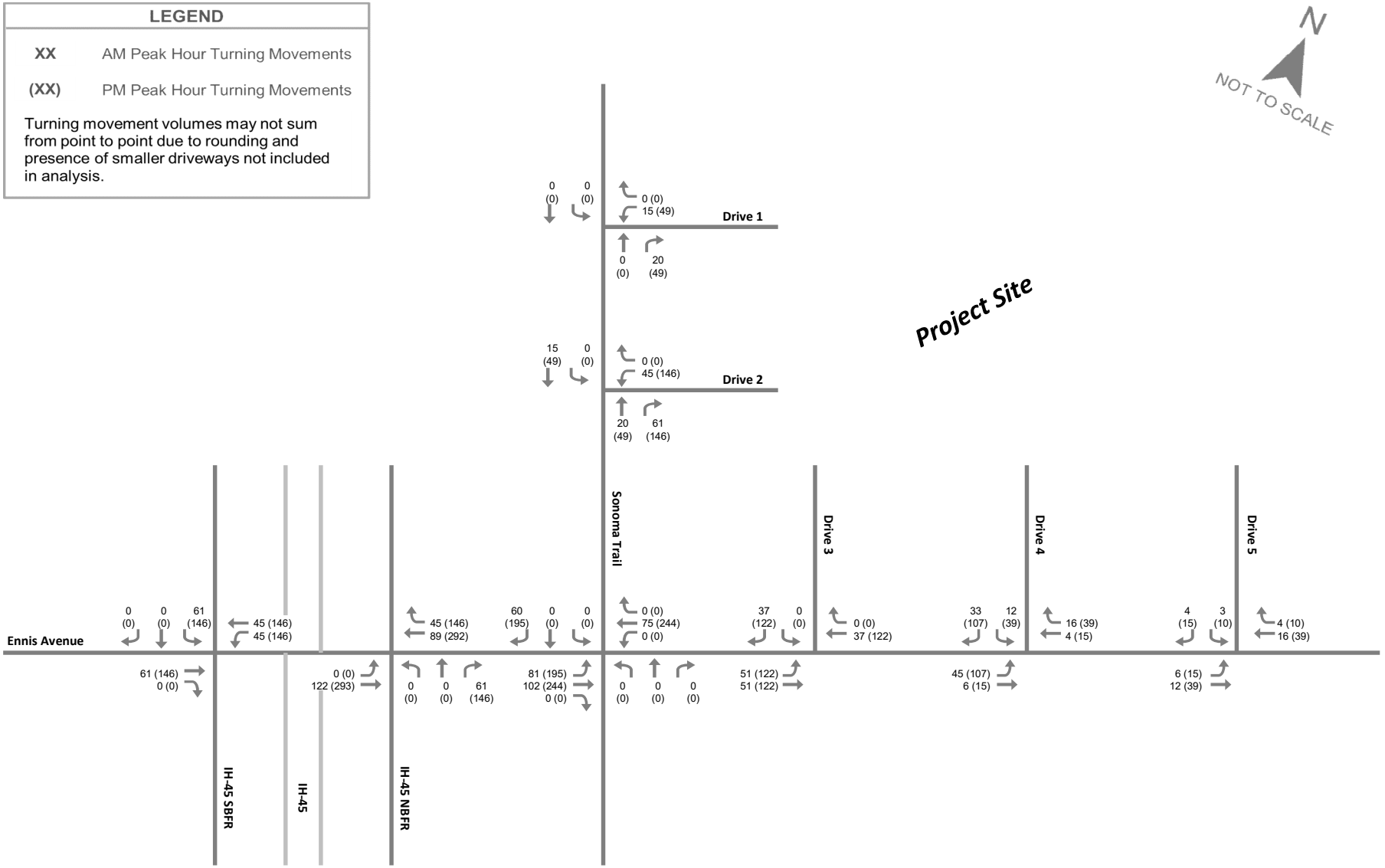


Exhibit 5

Net New External Trip Assignment

Ennis Grocer TIA

Kimley»Horn

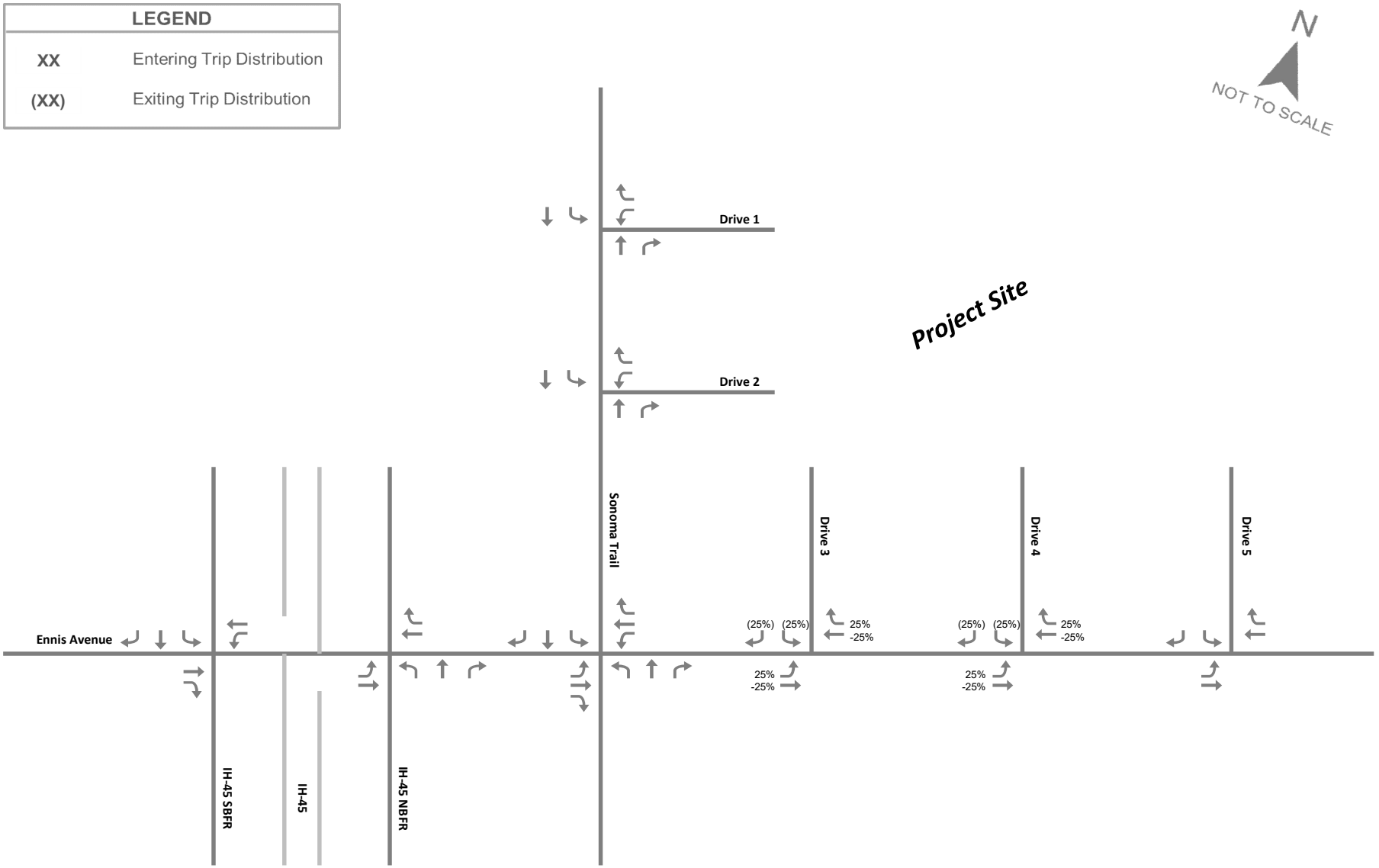


Exhibit 6
Pass-By Trip Distribution
Ennis Grocer TIA

Kimley»Horn

LEGEND	
XX	AM Peak Hour Turning Movements
(XX)	PM Peak Hour Turning Movements

Turning movement volumes may not sum from point to point due to rounding and presence of smaller driveways not included in analysis.

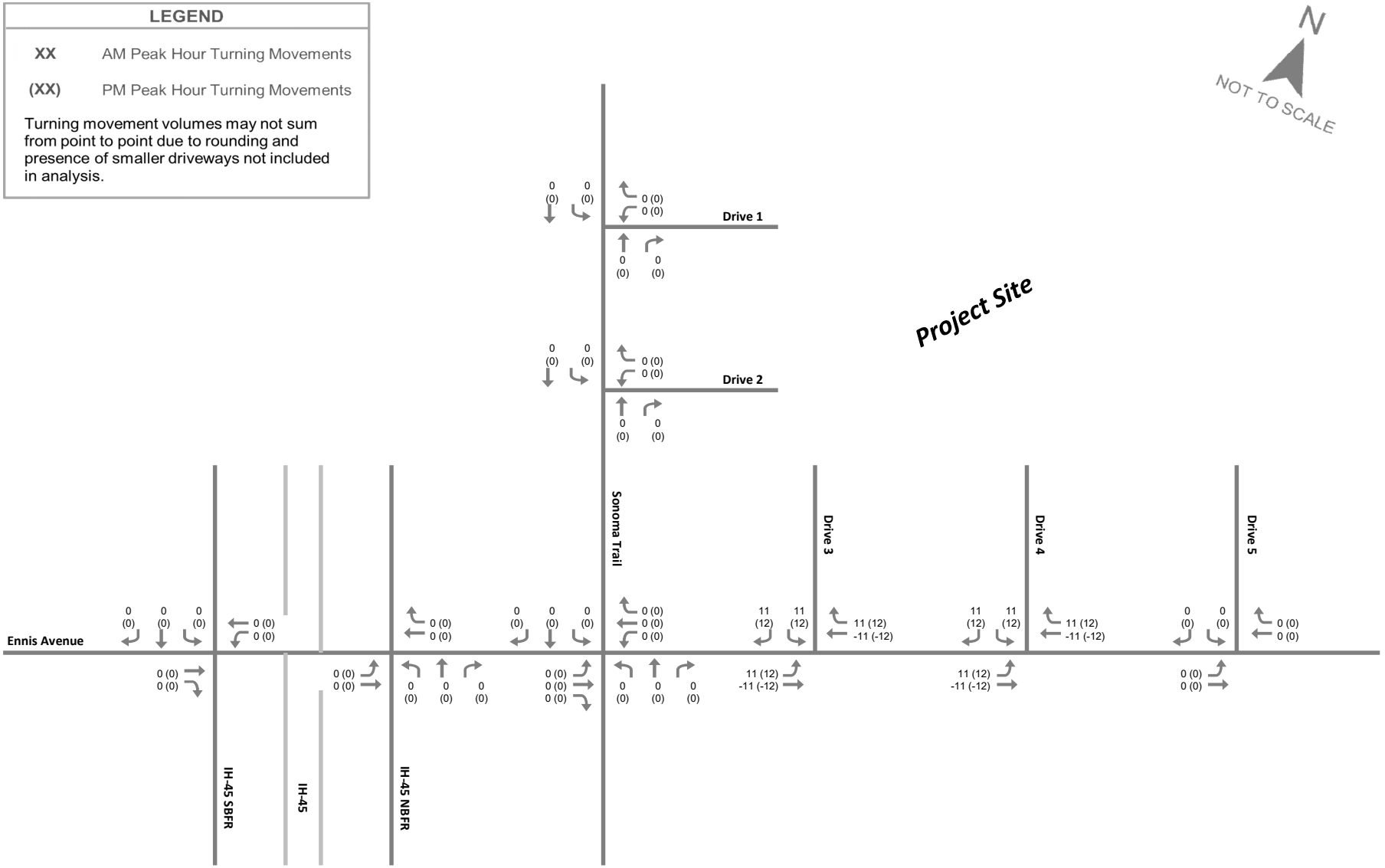


Exhibit 7

Pass-By Trip Assignment

Ennis Grocer TIA

Kimley»Horn

LEGEND	
XX	AM Peak Hour Turning Movements
(XX)	PM Peak Hour Turning Movements

Turning movement volumes may not sum from point to point due to rounding and presence of smaller driveways not included in analysis.

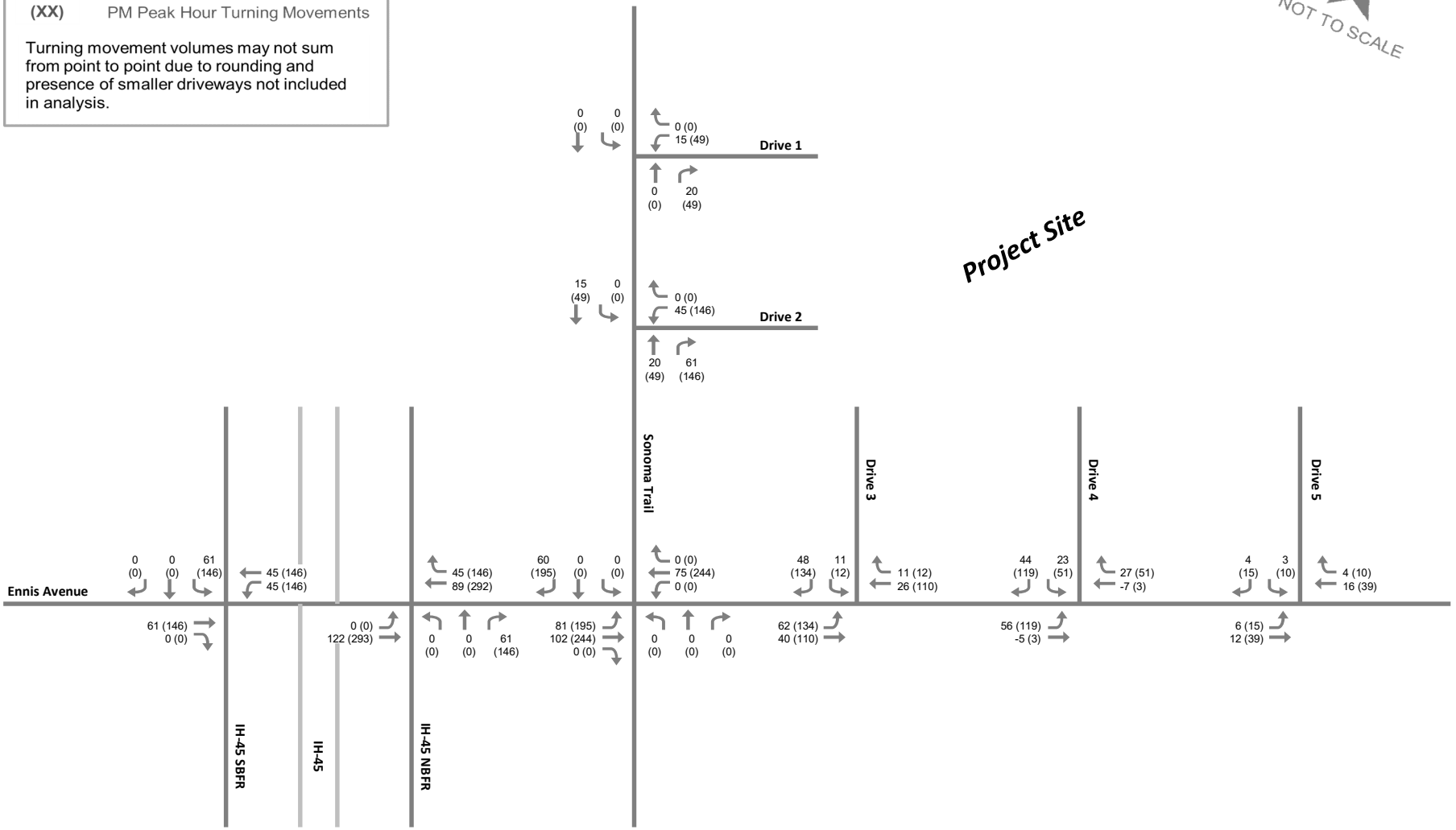


Exhibit 8

Total Site Traffic

Ennis Grocer TIA

Kimley»Horn

DEVELOPMENT OF BACKGROUND TRAFFIC

To determine background growth at the study intersections, historical volume counts along Ennis Avenue, west of IH-45, were utilized. These counts were provided by the Texas Department of Transportation (TxDOT) Traffic Count Database System (TCDS). Based on this information, an average annual growth rate of 1.5% was calculated. To provide for a conservative analysis, this growth rate was rounded to 2.0% and used in background growth calculations. **Table 4** presents this historical count data.

Table 4. Historical Count Data

Ennis Avenue, west of IH-45			
Year	**Source**	**Volume**	**Annual Growth Rate**
2014	TxDOT	16,840	-
2019		18,126	1.5%
Average Annual Growth Rate			*1.5%*
Conservative Annual Growth Rate			**2.0%**

As the proposed development is anticipated to generate between 500-1,000 peak hour trips, TxDOT requires that the TIA analyzes five (5) years after Build Out (2028) of the development, as stated in Chapter 16 of the *Traffic and Safety Analysis Procedures Manual* (TSAP). As such, Existing (2026) traffic volumes were grown at the previously determined growth rate of 2.0% for two (2) and seven (7) years to produce the Build Out Background (2028) (**Exhibit 9**) and Horizon Background (2033) (**Exhibit 10**) traffic volumes, respectively.

DEVELOPMENT OF TOTAL TRAFFIC

To produce Build Out (2028) and Horizon (2033) traffic volumes for weekday AM and PM peak hours, total site traffic (**Exhibit 8**) was added to each respective background scenario. Build Out (2028) traffic volumes are presented in **Exhibit 11.** Horizon (2033) traffic volumes are presented in **Exhibit 12.**

Exhibit 9. Build Out Background (2028) Traffic Volumes

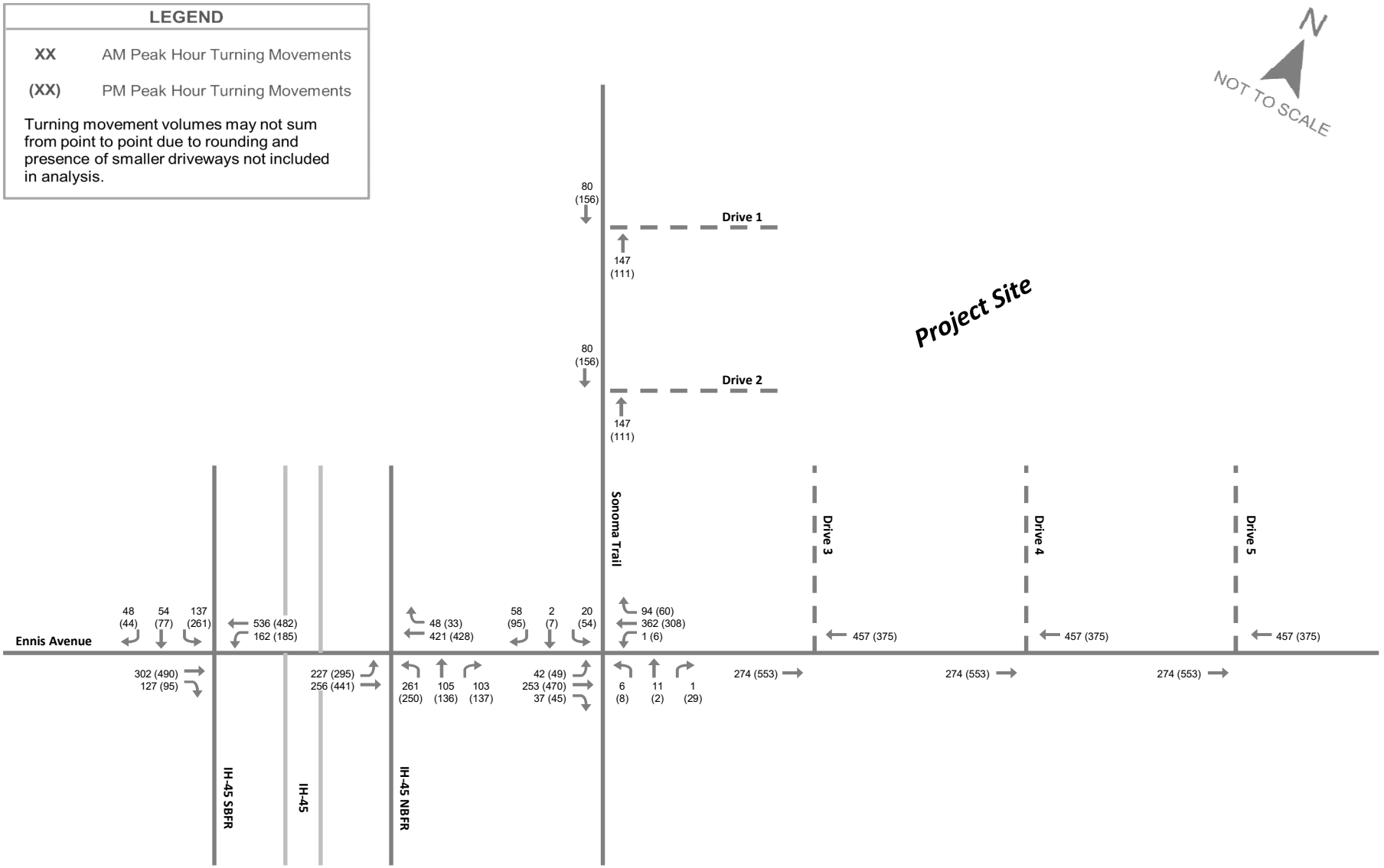


Exhibit 9

Build Out Background (2028) Traffic Volumes

Ennis Grocer TIA

Kimley»Horn

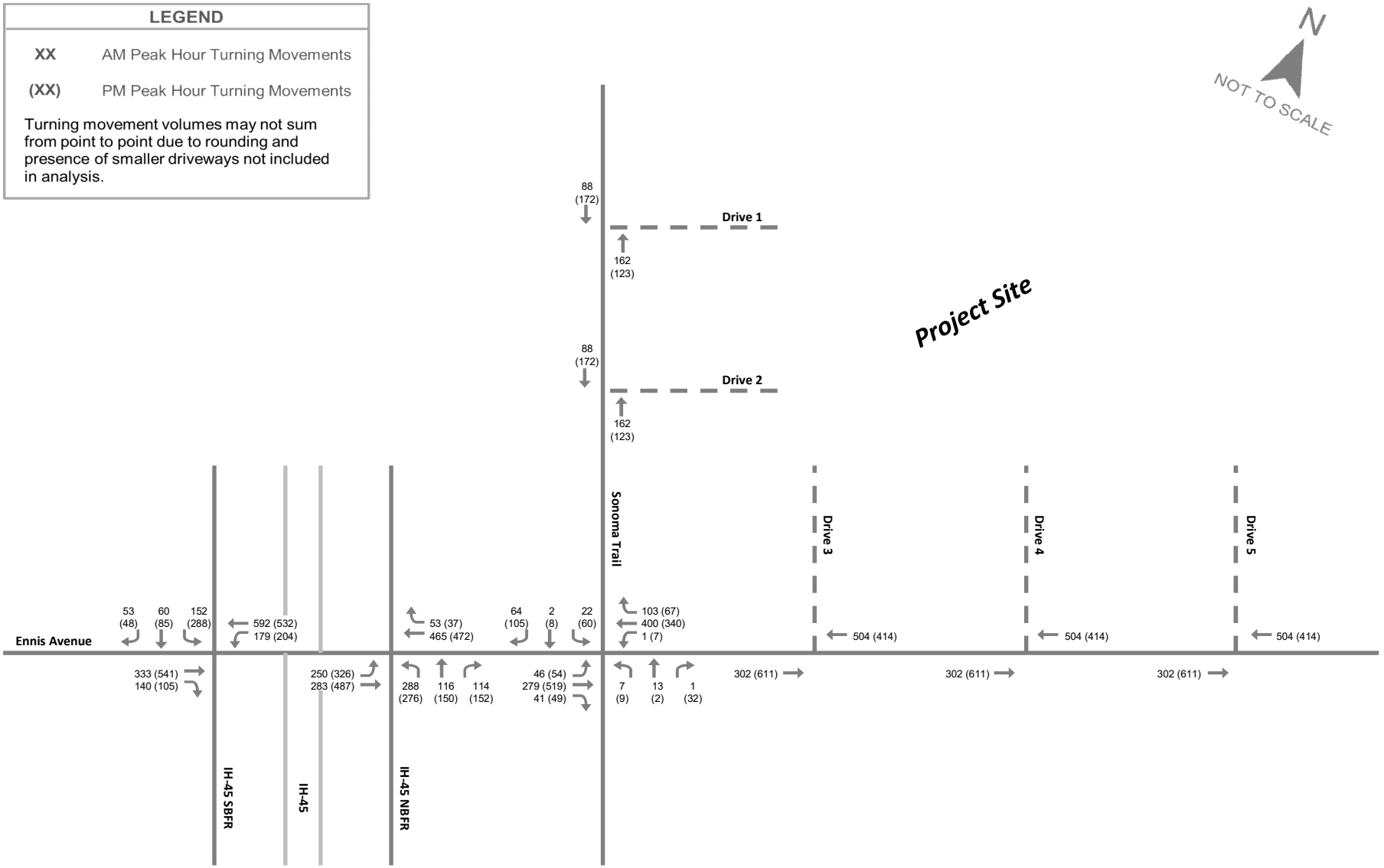


Exhibit 10

Horizon Background (2033) Traffic Volumes

Ennis Grocer TIA

Kimley»Horn

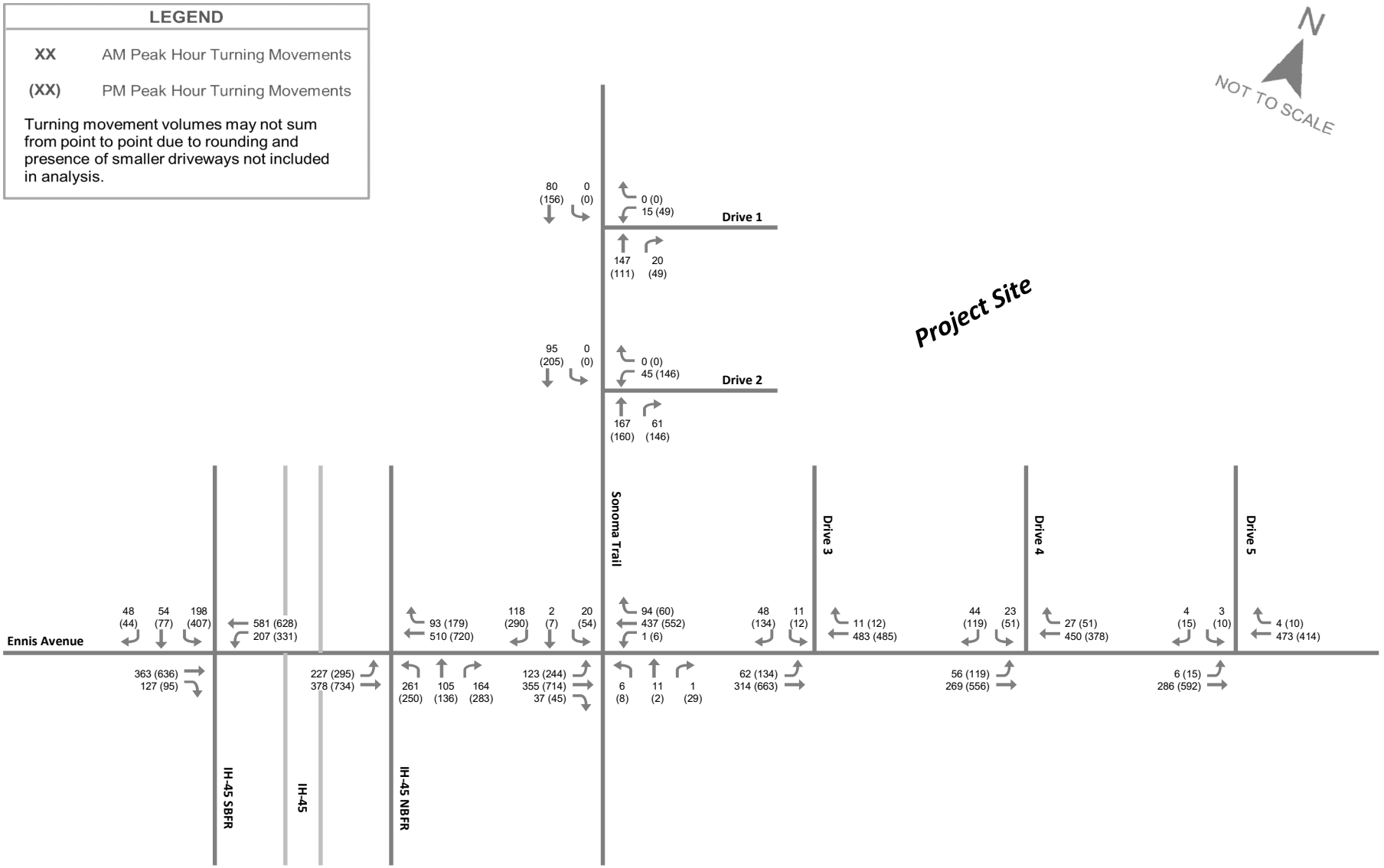


Exhibit 11

Build Out (2028) Traffic Volumes

Ennis Grocer TIA

Kimley»Horn

LEGEND	
XX	AM Peak Hour Turning Movements
(XX)	PM Peak Hour Turning Movements

Turning movement volumes may not sum from point to point due to rounding and presence of smaller driveways not included in analysis.

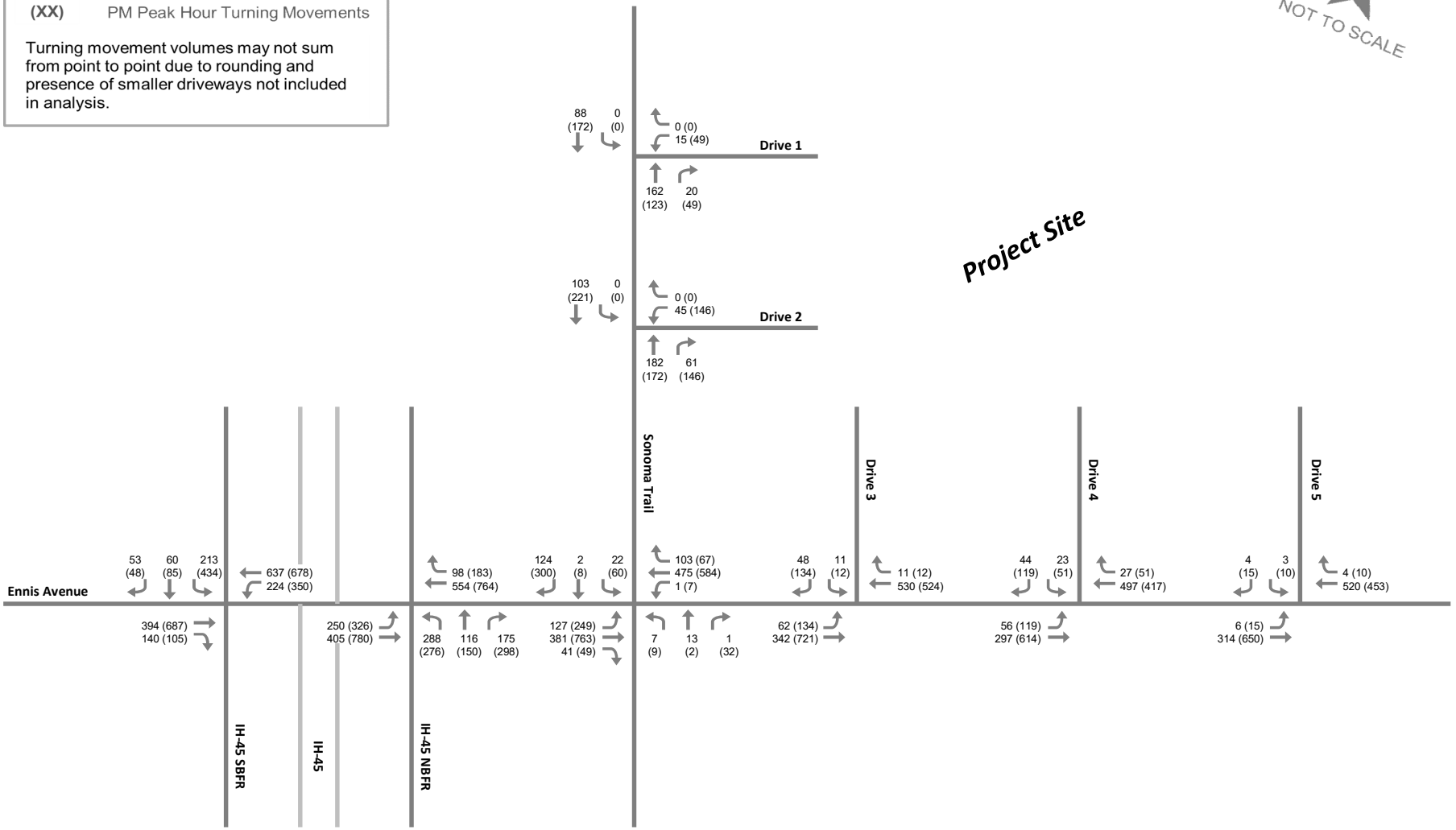


Exhibit 12

Horizon (2033) Traffic Volumes

Ennis Grocer TIA

Kimley»Horn

DRIVEWAY ACCESS SPACING

To evaluate access spacing, criteria from TxDOT's *Access Management Manual* was applied to the proposed site access. Based on TxDOT standards, the minimum allowable distance between two connections along a 30 mph (Sonoma Trail) and a 40 mph (Ennis Avenue) facility is 200 and 305 feet, respectively. *Note that TxDOT access spacing criteria was applied to Sonoma Trail as the City does not provide specific access spacing requirements*. Based on this requirement, spacing along Sonoma Trail is anticipated to be satisfied. Spacing provided along Ennis Avenue is approximately the following:

- ~ 278 feet between Drive 3 and Sonoma Trail
- ~ 213 feet between Drive 3 and Drive 4
- ~ 301 feet between Drive 4 and Drive 5

Based on available spacing along Ennis Avenue, a variance of 27 feet, 92 feet, and 4 feet will be requested for the proposed drives along Ennis Avenue. While access spacing is not satisfied along Ennis Avenue it should be noted that Drive 5 is anticipated to facilitate a limited amount of site traffic as the entrance is intended for primarily staff and deliver truck traffic. Additionally, Drive 3 and Drive 4 are proposed with additional deceleration lanes to provide for improved operations for ingress vehicles accessing the site. Thus, it is not anticipated that substandard spacing along Ennis Avenue will produce adverse traffic operations at the proposed site access locations.

SIGHT DISTANCE

Guidelines provided by AASHTO were used to determine adequacy of sight distance at the proposed site access locations. The guidelines, as provided in **Table 5**, are based on the speed of the roadway access is being taken from.

Table 5. Sight Distance Requirements

Minor Road	Major Road	Speed Limit (mph)	Scenario	Required Distance (ft)
Drive 1 Drive 2	Sonoma Trail	30	Left-Turn from Stop	335
			Left-Turn from Major Road	245
			Right-Turn from Stop	290
Drive 3 Drive 4 Drive 5	Ennis Avenue	40	Left-Turn from Stop	445
			Left-Turn from Major Road	325
			Right-Turn from Stop	385

Based on aerial overview, adequate sight distance is anticipated to be available at all site access locations. Ennis Avenue and Sonoma Trail both exist with relatively flat grades and curvature is not anticipated to impede sight triangles at the proposed drives. It is recommended that the proposed site access locations be designed to provide adequate sight distance (i.e. clear sight with no obstructing object, signs, landscaping, etc.).

TRAFFIC OPERATIONS ANALYSIS

INTERSECTION ANALYSIS METHODOLOGY

The evaluation of the existing roadway system was comprised of the Weekday AM and PM peak hour level of service analysis. For the study area intersections, analysis was conducted via *Synchro 12™* software. The purpose of this analysis was to analyze any potential deficiencies within the network and to establish a baseline condition. The acknowledged source for determining overall capacity is the Highway Capacity Manual (HCM). HCM 2000 was utilized to analyze capacity at the study intersections, as the most current edition of the *Highway Capacity Manual* (HCM 7th Edition) does not permit the analysis of clustered intersections, such as the IH-45 and Ennis Avenue interchange.

Capacity analysis results are listed in terms of level of service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a specific street or highway during a specific time interval. It ranges from A (very little delay) to F (longer delays and congestion). LOS D is considered the target LOS of TxDOT for design and evaluation purposes. **Table 6** shows the delay criteria for LOS at unsignalized intersections.

Table 6. Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

INTERSECTION CAPACITY ANALYSIS

Kimley-Horn conducted a traffic operations analysis using *Synchro 12™* to determine potential capacity deficiencies for the following scenarios:

- Existing (2026) – **Exhibit 3**
- Build Out Background (2028) – **Exhibit 9**
- Horizon Background (2033) – **Exhibit 10**
- Build Out (2028) – **Exhibit 11**
- Horizon (2033) – **Exhibit 12**

Overall intersection peak hour factors and heavy vehicle factors were obtained based on the data collection. Lane assignments, traffic controls, and signal timings during the peak hours were verified based on aerial observation and traffic data video. Deceleration lanes were included in the analysis consistent with the recommendations determined in the Site Access Considerations section.

Table 7 presents the results of the analysis for the study area intersections for the Weekday AM and PM peak hours. The *Synchro 12™* output sheets are provided in **Appendix**.

Table 7. Peak Hour Intersection Capacity Analysis

INTERSECTION	Approach	Existing (2026)				Build Out Background (2028)				Build Out (2028)				Horizon Background (2033)				Horizon (2033)			
		AM Peak		PM Peak		AM Peak		PM Peak		AM Peak		PM Peak		AM Peak		PM Peak		AM Peak		PM Peak	
		DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS
Signalized																					
IH-45 SBFR & Ennis Avenue	EB	34.9	C	33.6	C	30.9	C	32.7	C	38.1	D	43.9	D	34.2	C	35.6	D	41.1	D	45.1	D
	WB	4.7	A	5.3	A	2.4	A	2.5	A	2.2	A	1.8	A	2.2	A	2.4	A	2.2	A	2.0	A
	SB	27.4	C	46.4	D	25.6	C	29.1	C	30.9	C	45.7	D	28.6	C	32.6	C	32.8	C	50.2	D
	Overall	18.1	B	25.1	C	15.4	B	19.5	B	18.8	B	26.1	C	16.9	B	21.3	C	20.0	B	27.7	C
IH-45 NBFR & Ennis Avenue	EB	5.2	A	4.5	A	4.0	A	2.6	A	3.2	A	3.6	A	3.8	A	2.7	A	3.1	A	4.0	A
	WB	36.9	D	35.2	D	32.2	C	34.8	C	38.6	D	62.7	E	35.8	D	37.0	D	47.4	D	84.5	F
	NB	27.6	C	30.2	C	23.8	C	29.1	C	29.2	C	46.8	D	26.4	C	33.6	C	31.3	C	54.8	D
	Overall	23.0	C	20.5	C	19.9	B	19.3	B	23.4	C	35.2	D	21.8	C	21.4	C	27.1	C	44.7	D
Unsignalized																					
Ennis Avenue & Sonoma Trail	NB	19.2	C	16.1	C	20.1	C	16.7	C	19.9	C	100+	F	23.2	C	19.6	C	22.1	C	100+	F
	SB	14.4	B	22.6	C	15.0	B	25.1	D	15.6	C	100+	F	16.7	C	36.6	E	17.0	C	100+	F
Sonoma Trail & Drive 1	WB	N/A								10.0	A	10.6	B	N/A				10.1	B	10.8	B
Sonoma Trail & Drive 2	WB									10.7	B	14.3	B					11.0	B	14.8	B
Ennis Avenue & Drive 3	SB									12.7	B	15.4	C					13.2	B	16.4	C
Ennis Avenue & Drive 4	SB									12.1	B	13.9	B					12.6	B	14.7	B
Ennis Avenue & Drive 5	SB									11.7	B	12.3	B					12.1	B	12.8	B

INTERSECTION CAPACITY ANALYSIS RESULTS

Based on the analysis for the five (5) scenarios, all intersections are anticipated to operate with acceptable LOS with the exception of the following:

- **IH-45 NBFR & Ennis Avenue** exhibits operational failures at the westbound approach during the PM peak hour once site traffic is introduced in both the Build Out (2028) and Horizon (2033) scenarios. The interchange currently facilitates all westbound traffic via a dedicated through lane and a through-right lane which shortly narrows approximately 400 feet east of the IH-45 NBFR.

- **Ennis Avenue & Sonoma Trail** is projected to operate with failing LOS in both the AM and PM peak hours under Build Out (2028) conditions. Failures at this location are anticipated to worsen under Horizon analysis. As such, a traffic signal would improve operating conditions. As such, additional analysis was conducted assuming signalization at this location. Signalization at this location assumed a dedicated left-turn and a through-right lane at approaches along Ennis Avenue consistent with site access improvements (See *Deceleration Lanes* section). Operations under signal control for the Build Out (2028) and Horizon (2033) scenarios are presented in **Table 8** below. The following section provides a summary of a detailed signal warrant analysis.

Table 8. Mitigated Intersection Capacity Analysis

INTERSECTION	Approach	Build Out (2028)				Horizon (2033)			
		AM Peak		AM Peak		AM Peak		AM Peak	
		DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS	DELAY (Sec/Veh)	LOS
Ennis Avenue & Sonoma Trail	EB	7.1	A	15.5	B	7.1	A	18.9	B
	WB	13.0	B	21.8	C	15.3	B	25.7	C
	NB	23.9	C	27.7	C	25.7	C	29.3	C
	SB	24.4	C	41.1	D	26.2	C	47.6	D
	Overall	11.9	B	22.1	C	13.2	B	26.2	C

SIGNAL WARRANT ANALYSIS

A Signal warrant analysis was performed at the current intersection of Ennis Avenue (SH 34) & Sonoma Trail. The need for a traffic signal was identified as part of the intersection capacity analysis. Weekday 13-hour turning movement counts were collected at the existing intersection of Ennis Avenue (SH 34) & Sonoma Trail on Thursday, March 26, 2026. Turning movement counts recorded at this location serve as the basis for signal warrant analyses at the study intersections.

Accounting for site traffic associated with the proposed development, time-of-day distributions developed by the Institute of Transportation Engineers (ITE) were utilized for Supermarket (ITE #850) and Gasoline-Service Station (ITE #944) land uses. Site-generated traffic was applied to the intersection consistent with trip distribution values at the study intersections consistent with the traffic impact analysis. These volumes were added to the Build-Out Background traffic volumes to determine the Build-Out volumes once the development is completed.

TMUTCD Signal Warrant Process

The *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) provides guidelines for performing a traffic signal warrant analysis. A traffic signal may be warranted based on traffic volumes, pedestrian volumes, school crossings, vehicle progression, crash history, roadway network, or nearby grade crossings. The Texas MUTCD defines nine (9) warrants or justifying set of conditions. For this analysis, Warrant 1, Warrant 2, and Warrant 3 were evaluated as described below:

- Warrant 1 (Eight-Hour Vehicular Volume) requires that either a minimum vehicular volume or interruption of continuous traffic condition is met for at least eight (8) hours of an average day. Also, there is a third condition which requires that a combination of the first two conditions be met for eight (8) hours on an average day. Reductions can be made to warranting volumes based on the posted or 85th percentile speed and population of the area. The Texas MUTCD defines the volumes required for the major and minor street approaches.
- Warrant 2 (Four-Hour Vehicular Volume) requires that the vehicles per hour on the major street and the corresponding vehicles per hour on the higher volume minor street approach exceed a provided threshold for any four (4) hours on an average day. The Texas MUTCD defines the volumes required for the major and minor street approaches. As with Warrant 1, reductions can be made to warranting volumes based on the posted or 85th percentile speed and population of the area.
- Warrant 3 (Peak Hour) requires that:
    - The total stopped time delay experienced by the traffic on one minor-street approach controlled by a stop sign equals or exceeds four (4) vehicle-hours for a one-lane approach or five (5) vehicle-hours for a two-lane approach; and
    - The volume on the same minor street approach equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and
    - The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.
    - Alternatively, Warrant 3 is also satisfied if the vehicles per hour on the major street and the corresponding vehicles per hour on the higher-volume minor street approach for one hour falls above the curve presented in Figure 4C-4 of the TMUTCD.
    - As with Warrants 1 and 2, reductions can be made to warranting volumes based on the posted or 85th percentile speed and population of the area.

TMUTCD Signal Warrant Process

The Existing Conditions signal warrant analysis utilized Existing (2026) weekday 13-hour turning movement counts at Ennis Avenue (SH 34) & Sonoma Trail. The intersection was evaluated with one-lane approaches based on the existing configuration present. Based on the Existing analysis, signal warrants are **not met**.

To evaluate future traffic control at Ennis Avenue (SH 34) & Sonoma Trail, signal warrant analyses were conducted for both Build-Out Background and Build-Out conditions. The analysis assumed two-lane approaches for both the major street and minor street. No reductions in warrant thresholds were assumed since the posted speed of Ennis Avenue (SH 34) is 40 mph. The following provides a summary of the warrant analysis:

- Based on forecasted Build-Out Background volumes anticipated at Ennis Avenue (SH 34) & Sonoma Trail, signal warrants are **met for Warrant 1**. Signal warrants were not met with Warrant 2 or Warrant 3.
- Based on forecasted Build-Out volumes anticipated at Ennis Avenue (SH 34) & Sonoma Trail, signal warrants are **met for Warrant 1, Warrant 2, and Warrant 3**.

Based on this information, it is recommended that Ennis Avenue (SH 34) & Sonoma Trail be signalized at the time of the development opening. A signal warrant worksheet is provided in the **Appendix**.

CONCLUSIONS AND RECOMMENDATIONS

Based on the TIA presented in this report, we offer the following conclusions and recommendations:

DECELERATION LANE ANALYSIS

Deceleration lane analysis was completed for the proposed site access locations based on the anticipated traffic volumes at Build Out (2028). The need for deceleration lanes along Ennis Avenue was analyzed via TxDOT criteria and site access along Sonoma Trail was analyzed via NCHRP Report 457 criteria. Note that left-turn analysis along Sonoma Trail was not conducted as little, if any, site traffic is anticipated form the north along this facility.

RIGHT-TURN LANE METHODOLOGY

Based on projected volumes at Build Out (2028), no right-turn lanes are warranted based on volume thresholds provided by TxDOT. While no right-turn lanes are warranted based on volumes, the development proposes to construct right-turn lanes at Drive 3 and Drive 4 to better facilitate ingress traffic accessing the site. Additionally, right-turn lanes are not anticipated to be warranted at the proposed driveways along Sonoma Trail. Although turn-lanes are not warranted along Sonoma Trail, the development proposes to construct a right-turn lane at Drive 1 to better facilitate ingress traffic accessing the site.

LEFT-TURN LANE METHODOLOGY

Based on the analysis, peak hour major road volumes along Ennis Avenue exceed 200 vphpl and projected left-turn volumes at all driveways along Ennis Avenue exceed 5 vph, therefore an eastbound left-turn lane is warranted at all proposed drives along Ennis Avenue. To accommodate warranted left-turn lanes along Ennis Avenue, the development proposes to widen Ennis Avenue to feature a two-way-left-turn lane (TWLTL) along the sites southern frontage to approximately 150 feet west of the Ennis Avenue & Sonoma Trail intersection. The construction of a TWLTL along Ennis Avenue would provide for dedicated left and through-right lanes at the existing intersection.

DRIVEWAY ACCESS SPACING

To evaluate access spacing, criteria from TxDOT's *Access Management Manual* was applied to the proposed site access. Based on TxDOT standards, the minimum allowable distance between two connections along a 30 mph (Sonoma Trail) and a 40 mph (Ennis Avenue) facility is 200 and 305 feet, respectively. *Note that TxDOT access spacing criteria was applied to Sonoma Trail as the City does not provide specific access spacing requirements*. Based on this requirement, spacing along Sonoma Trail is anticipated to be satisfied. Spacing provided along Ennis Avenue is approximately the following:

- ~ 278 feet between Drive 3 and Sonoma Trail
- ~ 213 feet between Drive 3 and Drive 4
- ~ 301 feet between Drive 4 and Drive 5

Based on available spacing along Ennis Avenue, a variance of 27 feet, 92 feet, and 4 feet will be requested for the proposed drives along Ennis Avenue. While access spacing is not satisfied along Ennis Avenue it should be noted that Drive 5 is anticipated to facilitate a limited amount of site traffic as the entrance is intended for primarily staff and deliver truck traffic. Additionally, Drive 3 and Drive 4 are proposed with additional deceleration lanes to provide for improved operations for ingress vehicles accessing the site.

Thus, it is not anticipated that substandard spacing along Ennis Avenue will produce adverse traffic operations at the proposed site access locations.

SIGHT DISTANCE

Guidelines provided by AASHTO were used to determine adequacy of sight distance at the proposed site access locations. The guidelines are based on the speed of the roadway access is being taken from.

Based on aerial overview, adequate sight distance is anticipated to be available at all site access locations. Ennis Avenue and Sonoma Trail both exist with relatively flat grades and curvature is not anticipated to impede sight triangles at the proposed drives. It is recommended that the proposed site access locations be designed to provide adequate sight distance (i.e. clear sight with no obstructing object, signs, landscaping, etc.).

TRAFFIC OPERATIONS ANALYSIS

Based on the analysis for the five (5) scenarios, all intersections are anticipated to operate with acceptable LOS with the exception of the following:

- **IH-45 NBFR & Ennis Avenue** exhibits operational failures at the westbound approach during the PM peak hour once site traffic is introduced in both the Build Out (2028) and Horizon (2033) scenarios. The interchange currently facilitates all westbound traffic via a dedicated through lane and a through-right lane which shortly narrows approximately 400 feet east of the IH-45 NBFR.

- **Ennis Avenue & Sonoma Trail** is projected to operate with failing LOS in both the AM and PM peak hours under Build Out (2028) conditions. Failures at this location are anticipated to worsen under Horizon analysis. As such, signal warrants were conducted at this location utilizing Build Out (2028) volumes. Based on projected volumes at Build Out (2028), peak hour signal warrants at this location are met. As such, additional analysis was conducted assuming signalization at this location. Signalization at this location assumed a dedicated left-turn and a through-right lane at approaches along Ennis Avenue consistent with site access improvements. Based on the signal warrant analysis, a traffic signal is recommended at this intersection at project Build-Out.

APPENDIX

A. CONCEPTUAL SITE PLAN

B. TRAFFIC DATA

C. TXDOT SCHEMATICS

D. NCHRP REPORT 457 SPREADSHEETS

E. TXDOT EXHIBIT

F. SYNCHRO OUTPUT SHEETS

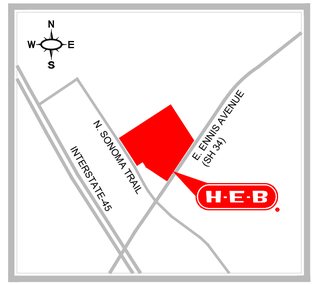
G. SIGNAL WARRANT WORKSHEET

A. CONCEPTUAL SITE PLAN



Legend

- HEB, C-Store, Fuel & Carwash
- HEB Expansion Area
- Retail Building
- Landscape/ Rock, Pad & Lot
- Floodplain
- Pavement Area
- Hardscape & Off-Site Area



Vicinity Map

N.T.S.

Building Summary

Store Size	102,500 SF EST.
Mezzanine	0 SF EST.
Total Store Size	102,500 SF EST.
Enclosed Vestibule	4,800 SF EST.
Building Footprint	107,300 SF EST.
Total Enclosed Building	107,300 SF EST.

Land Use Summary

HEB Area	11.87 ac
Fuel Station Area	0.94 ac
Pad Site	N/A
Total Site Area	12.81 ac

Parking Summary

Store	537
Curbside Drive-Thru	24
Pharmacy Drive-Thru	5
Barbeque Drive-Thru	N/A
Fuel	20
Retail	N/A
Off-Site	N/A
Total	586
Total Parking Ratio*	**1:175**
Parking Within 300 Feet	470
Count Required for 1:150	684
Count Required for 1:175	586
Minimum Count per Code	308 (1:333)

***Total Parking Ratio is measured using Total Store Size Square Footage.**



0 30' 60' 120'

H-E-B

P

REVIEW

Ennis

Site Plan

102.5K EST.

DATE:
01/06/2026

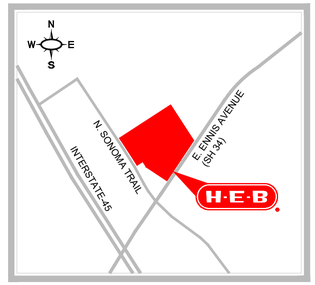
DRAWN BY:
KIMLEY-HORN

SCALE
1:60



Legend

- HEB, C-Store, Fuel & Carwash
- HEB Expansion Area
- Retail Building
- Landscape/ Rock, Pad & Lot
- Floodplain
- Pavement Area
- Hardscape & Off-Site Area



Vicinity Map

N.T.S.

Building Summary

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Fuel	20
Retail	N/A
Off-Site	N/A
Total	586
Total Parking Ratio*	**1:175**
Parking Within 300 Feet	470
Count Required for 1:150	684
Count Required for 1:175	586
Minimum Count per Code	308 (1:333)

***Total Parking Ratio is measured using Total Store Size Square Footage.**

North

0 30' 60' 120'

H-E-B

T

REVIEW

Ennis

Site Plan

102.5K EST.

DATE:
01/06/2026

DRAWN BY:
KIMLEY-HORN

SCALE
1:60

B. TRAFFIC DATA

1. IH 45 SBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
Full Length (7 AM-9 AM, 4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355761, Location: 32.334114, -96.616078

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

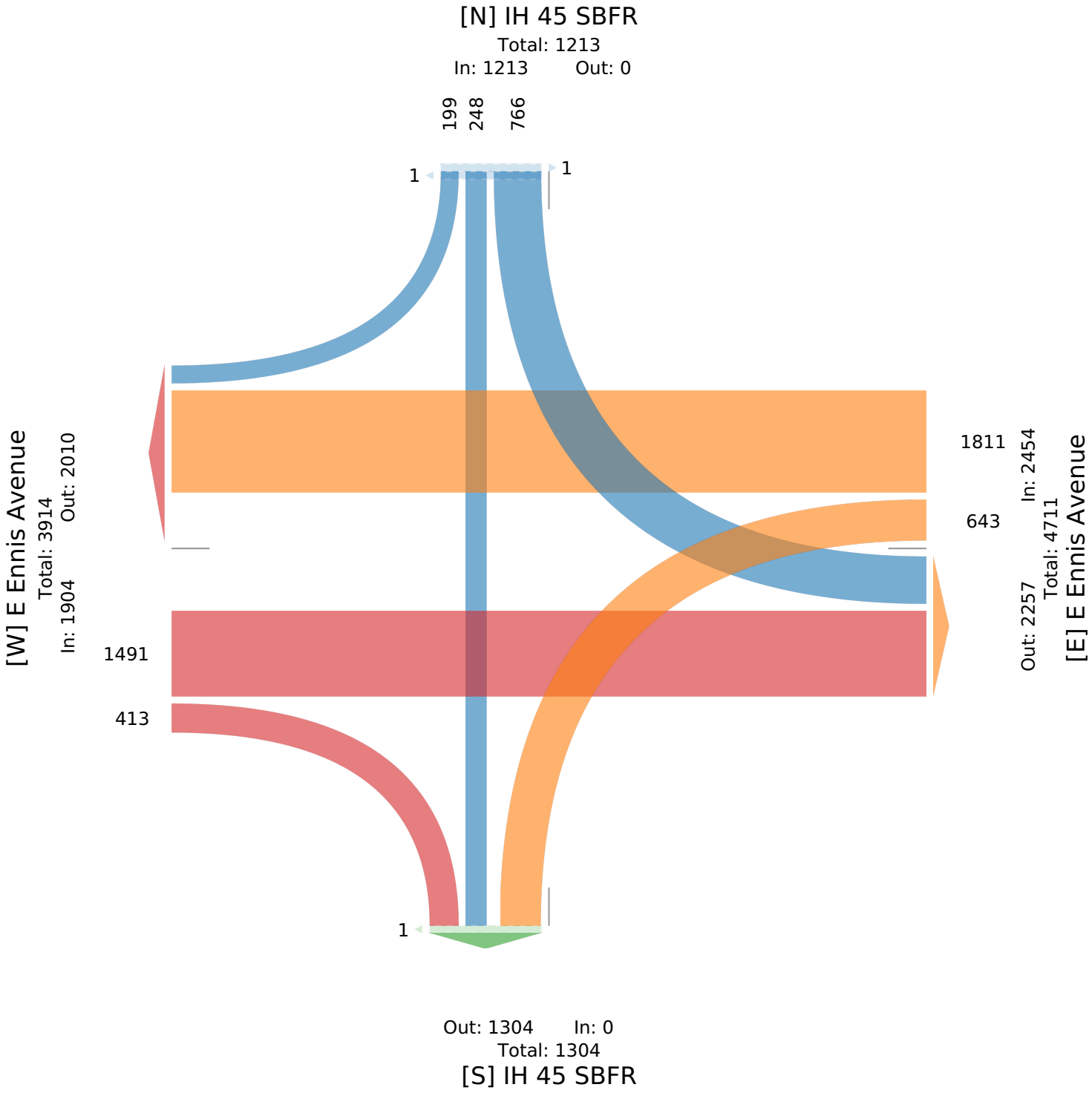
Leg	E Ennis Avenue						E Ennis Avenue						IH 45 SBFR						IH 45 SBFR						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2025-11-18 7:00AM	20	58	0	0	**78**	0	0	115	25	0	**140**	0	0	0	0	0	**0**	1	12	13	36	0	**61**	0	**279**
7:15AM	27	72	0	0	**99**	0	0	148	39	0	**187**	0	0	0	0	0	**0**	0	12	14	29	0	**55**	1	**341**
7:30AM	38	73	0	0	**111**	0	0	130	37	0	**167**	0	0	0	0	0	**0**	0	11	13	33	0	**57**	0	**335**
7:45AM	30	71	0	0	**101**	0	0	135	40	0	**175**	0	0	0	0	0	**0**	0	15	15	35	0	**65**	0	**341**
Hourly Total	115	274	0	0	**389**	0	0	528	141	0	**669**	0	0	0	0	0	**0**	1	50	55	133	0	**238**	1	**1296**
8:00AM	27	74	0	0	**101**	0	0	102	40	0	**142**	0	0	0	0	0	**0**	0	8	10	35	0	**53**	1	**296**
8:15AM	18	77	0	0	**95**	0	0	92	43	0	**135**	0	0	0	0	0	**0**	0	17	10	42	0	**69**	0	**299**
8:30AM	28	75	0	0	**103**	0	0	93	31	0	**124**	0	0	0	0	0	**0**	0	11	9	42	0	**62**	0	**289**
8:45AM	30	85	0	0	**115**	0	0	96	42	0	**138**	0	0	0	0	0	**0**	0	8	14	48	0	**70**	0	**323**
Hourly Total	103	311	0	0	**414**	0	0	383	156	0	**539**	0	0	0	0	0	**0**	0	44	43	167	0	**254**	1	**1207**
4:00PM	32	103	0	0	**135**	0	0	114	37	0	**151**	0	0	0	0	0	**0**	0	16	19	53	0	**88**	0	**374**
4:15PM	27	116	0	0	**143**	0	0	109	52	0	**161**	0	0	0	0	0	**0**	0	13	16	45	0	**74**	0	**378**
4:30PM	20	112	0	0	**132**	0	0	100	35	0	**135**	0	0	0	0	0	**0**	0	24	17	54	0	**95**	0	**362**
4:45PM	25	104	0	0	**129**	0	0	114	44	0	**158**	0	0	0	0	0	**0**	0	10	24	63	0	**97**	0	**384**
Hourly Total	104	435	0	0	**539**	0	0	437	168	0	**605**	0	0	0	0	0	**0**	0	63	76	215	0	**354**	0	**1498**
5:00PM	27	118	0	0	**145**	0	0	115	48	0	**163**	0	0	0	0	0	**0**	0	7	19	68	0	**94**	0	**402**
5:15PM	19	116	0	0	**135**	0	0	129	46	0	**175**	0	0	0	0	0	**0**	0	13	19	59	0	**91**	0	**401**
5:30PM	22	117	0	0	**139**	0	0	113	36	0	**149**	0	0	0	0	0	**0**	0	9	24	61	0	**94**	0	**382**
5:45PM	23	120	0	0	**143**	0	0	106	48	0	**154**	0	0	0	0	0	**0**	0	13	12	63	0	**88**	0	**385**
Hourly Total	91	471	0	0	**562**	0	0	463	178	0	**641**	0	0	0	0	0	**0**	0	42	74	251	0	**367**	0	**1570**
Total	413	1491	0	0	**1904**	0	0	1811	643	0	**2454**	0	0	0	0	0	**0**	1	199	248	766	0	**1213**	2	**5571**
% Approach	21.7%	78.3%	0%	0%	**-**	-	0%	73.8%	26.2%	0%	**-**	-	0%	0%	0%	0%	**-**	-	16.4%	20.4%	63.1%	0%	**-**	-	**-**
% Total	7.4%	26.8%	0%	0%	**34.2%**	-	0%	32.5%	11.5%	0%	**44.0%**	-	0%	0%	0%	0%	**0%**	-	3.6%	4.5%	13.7%	0%	**21.8%**	-	**-**
Lights	395	1446	0	0	**1841**	-	0	1752	585	0	**2337**	-	0	0	0	0	**0**	-	178	237	695	0	**1110**	-	5288
% Lights	95.6%	97.0%	0%	0%	**96.7%**	-	0%	96.7%	91.0%	0%	**95.2%**	-	0%	0%	0%	0%	**-**	-	89.4%	95.6%	90.7%	0%	**91.5%**	-	94.9%
Articulated Trucks	13	23	0	0	**36**	-	0	34	39	0	**73**	-	0	0	0	0	**0**	-	12	5	54	0	**71**	-	180
% Articulated Trucks	3.1%	1.5%	0%	0%	**1.9%**	-	0%	1.9%	6.1%	0%	**3.0%**	-	0%	0%	0%	0%	**-**	-	6.0%	2.0%	7.0%	0%	**5.9%**	-	3.2%
Buses and Single-Unit Trucks	5	22	0	0	**27**	-	0	25	19	0	**44**	-	0	0	0	0	**0**	-	9	6	17	0	**32**	-	103
% Buses and Single-Unit Trucks	1.2%	1.5%	0%	0%	**1.4%**	-	0%	1.4%	3.0%	0%	**1.8%**	-	0%	0%	0%	0%	**-**	-	4.5%	2.4%	2.2%	0%	**2.6%**	-	1.8%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	50.0%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	50.0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. IH 45 SBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
Full Length (7 AM-9 AM, 4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355761, Location: 32.334114, -96.616078

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. IH 45 SBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355761, Location: 32.334114, -96.616078

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
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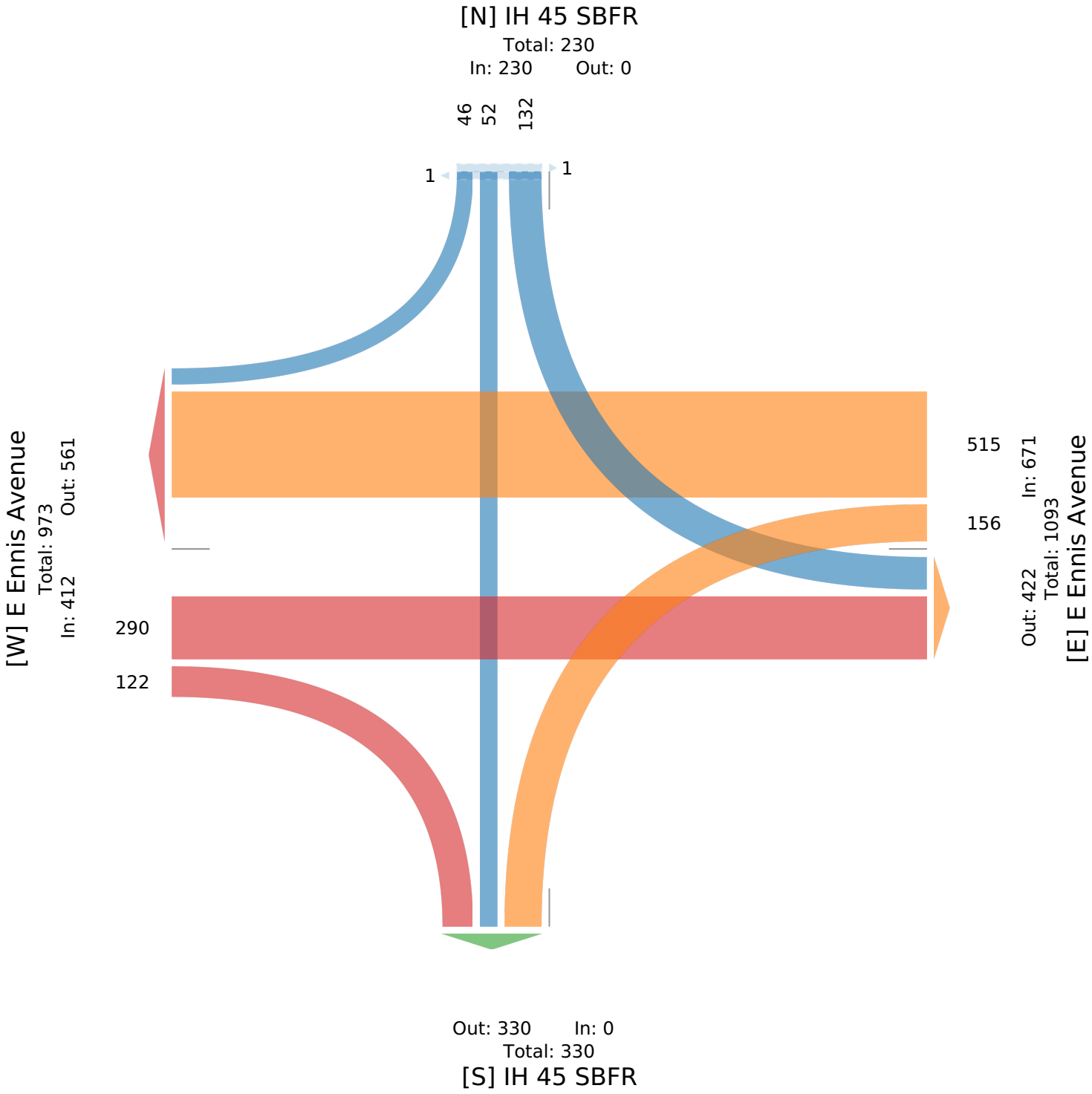
Leg	E Ennis Avenue						E Ennis Avenue						IH 45 SBFR						IH 45 SBFR						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2025-11-18 7:15AM	27	72	0	0	**99**	0	0	148	39	0	**187**	0	0	0	0	0	**0**	0	12	14	29	0	**55**	1	**341**
7:30AM	38	73	0	0	**111**	0	0	130	37	0	**167**	0	0	0	0	0	**0**	0	11	13	33	0	**57**	0	**335**
7:45AM	30	71	0	0	**101**	0	0	135	40	0	**175**	0	0	0	0	0	**0**	0	15	15	35	0	**65**	0	**341**
8:00AM	27	74	0	0	**101**	0	0	102	40	0	**142**	0	0	0	0	0	**0**	0	8	10	35	0	**53**	1	**296**
Total	122	290	0	0	**412**	0	0	515	156	0	**671**	0	0	0	0	0	**0**	0	46	52	132	0	**230**	2	**1313**
% Approach	29.6%	70.4%	0%	0%	**-**	-	0%	76.8%	23.2%	0%	**-**	-	0%	0%	0%	0%	**-**	-	20.0%	22.6%	57.4%	0%	**-**	-	**-**
% Total	9.3%	22.1%	0%	0%	**31.4%**	-	0%	39.2%	11.9%	0%	**51.1%**	-	0%	0%	0%	0%	**0%**	-	3.5%	4.0%	10.1%	0%	**17.5%**	-	**-**
PHF	0.803	0.980	-	-	**0.928**	-	-	0.870	0.975	-	**0.897**	-	-	-	-	-	**-**	-	0.767	0.867	0.943	-	**0.885**	-	0.963
Lights	117	275	0	0	**392**	-	0	496	145	0	**641**	-	0	0	0	0	**0**	-	41	50	108	0	**199**	-	1232
% Lights	95.9%	94.8%	0%	0%	**95.1%**	-	0%	96.3%	92.9%	0%	**95.5%**	-	0%	0%	0%	0%	**-**	-	89.1%	96.2%	81.8%	0%	**86.5%**	-	93.8%
Articulated Trucks	4	11	0	0	**15**	-	0	10	6	0	**16**	-	0	0	0	0	**0**	-	2	0	21	0	**23**	-	54
% Articulated Trucks	3.3%	3.8%	0%	0%	**3.6%**	-	0%	1.9%	3.8%	0%	**2.4%**	-	0%	0%	0%	0%	**-**	-	4.3%	0%	15.9%	0%	**10.0%**	-	4.1%
Buses and Single-Unit Trucks	1	4	0	0	**5**	-	0	9	5	0	**14**	-	0	0	0	0	**0**	-	3	2	3	0	**8**	-	27
% Buses and Single-Unit Trucks	0.8%	1.4%	0%	0%	**1.2%**	-	0%	1.7%	3.2%	0%	**2.1%**	-	0%	0%	0%	0%	**-**	-	6.5%	3.8%	2.3%	0%	**3.5%**	-	2.1%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	- 50.0%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	- 50.0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. IH 45 SBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355761, Location: 32.334114, -96.616078

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. IH 45 SBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355761, Location: 32.334114, -96.616078

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

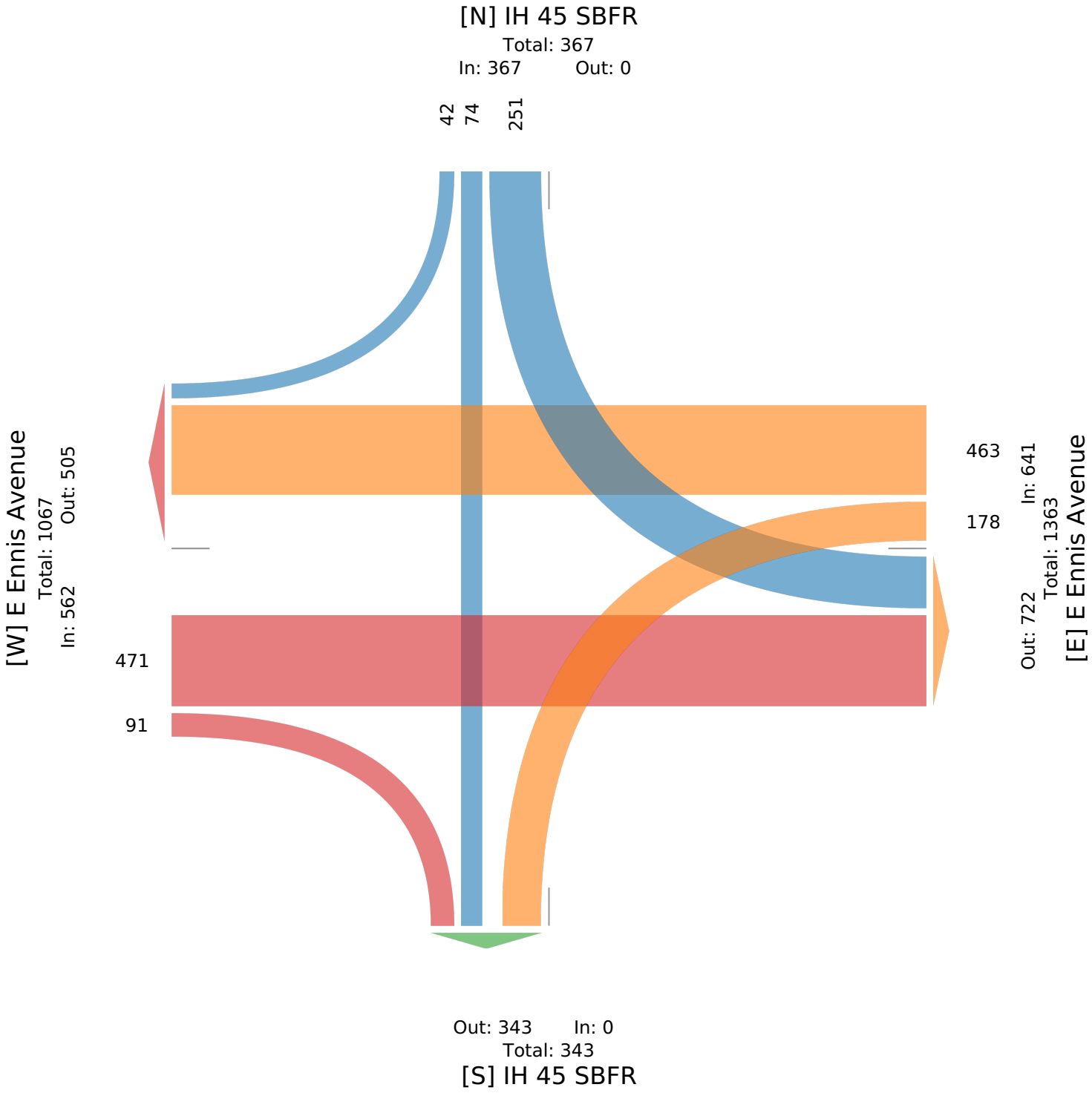
Leg	E Ennis Avenue						E Ennis Avenue						IH 45 SBFR						IH 45 SBFR						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2025-11-18 5:00PM	27	118	0	0	**145**	0	0	115	48	0	**163**	0	0	0	0	0	**0**	0	7	19	68	0	**94**	0	**402**
5:15PM	19	116	0	0	**135**	0	0	129	46	0	**175**	0	0	0	0	0	**0**	0	13	19	59	0	**91**	0	**401**
5:30PM	22	117	0	0	**139**	0	0	113	36	0	**149**	0	0	0	0	0	**0**	0	9	24	61	0	**94**	0	**382**
5:45PM	23	120	0	0	**143**	0	0	106	48	0	**154**	0	0	0	0	0	**0**	0	13	12	63	0	**88**	0	**385**
Total	91	471	0	0	**562**	0	0	463	178	0	**641**	0	0	0	0	0	**0**	0	42	74	251	0	**367**	0	**1570**
% Approach	16.2%	83.8%	0%	0%	**-**	-	0%	72.2%	27.8%	0%	**-**	-	0%	0%	0%	0%	**-**	-	11.4%	20.2%	68.4%	0%	**-**	-	**-**
% Total	5.8%	30.0%	0%	0%	**35.8%**	-	0%	29.5%	11.3%	0%	**40.8%**	-	0%	0%	0%	0%	**0%**	-	2.7%	4.7%	16.0%	0%	**23.4%**	-	**-**
PHF	0.843	0.981	-	-	**0.969**	-	-	0.897	0.927	-	**0.916**	-	-	-	-	-	**-**	-	0.808	0.771	0.923	-	**0.976**	-	0.976
Lights	88	465	0	0	**553**	-	0	455	162	0	**617**	-	0	0	0	0	**0**	-	38	72	244	0	**354**	-	1524
% Lights	96.7%	98.7%	0%	0%	**98.4%**	-	0%	98.3%	91.0%	0%	**96.3%**	-	0%	0%	0%	0%	**-**	-	90.5%	97.3%	97.2%	0%	**96.5%**	-	97.1%
Articulated Trucks	2	1	0	0	**3**	-	0	5	11	0	**16**	-	0	0	0	0	**0**	-	3	2	1	0	**6**	-	25
% Articulated Trucks	2.2%	0.2%	0%	0%	**0.5%**	-	0%	1.1%	6.2%	0%	**2.5%**	-	0%	0%	0%	0%	**-**	-	7.1%	2.7%	0.4%	0%	**1.6%**	-	1.6%
Buses and Single-Unit Trucks	1	5	0	0	**6**	-	0	3	5	0	**8**	-	0	0	0	0	**0**	-	1	0	6	0	**7**	-	21
% Buses and Single-Unit Trucks	1.1%	1.1%	0%	0%	**1.1%**	-	0%	0.6%	2.8%	0%	**1.2%**	-	0%	0%	0%	0%	**-**	-	2.4%	0%	2.4%	0%	**1.9%**	-	1.3%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. IH 45 SBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355761, Location: 32.334114, -96.616078

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. IH 45 NBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
Full Length (7 AM-9 AM, 4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355762, Location: 32.334786, -96.615478

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

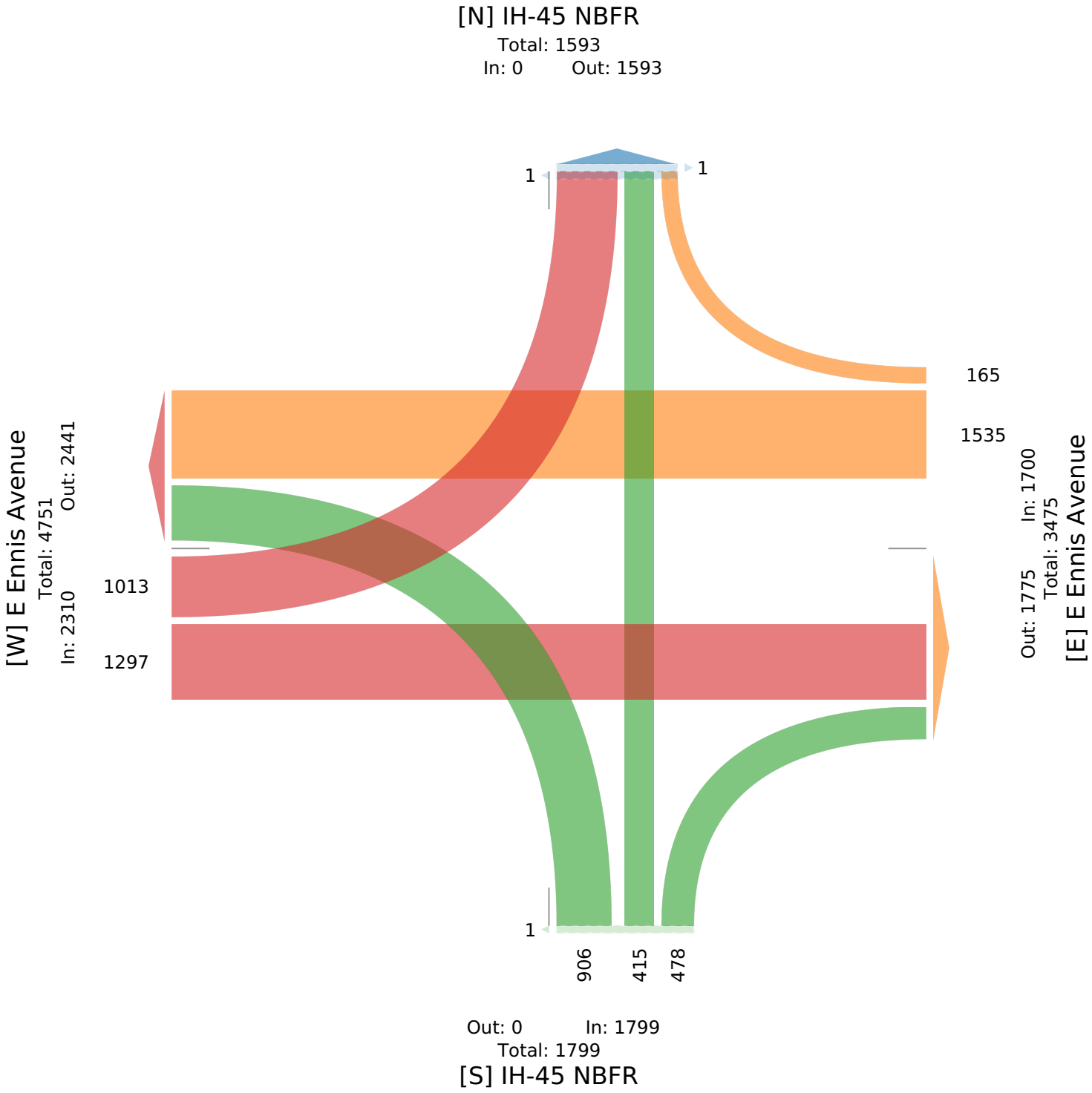
Leg	E Ennis Avenue						E Ennis Avenue						IH-45 NBFR						IH-45 NBFR						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2025-11-18 7:00AM	0	47	49	0	**96**	0	14	103	0	0	**117**	0	21	18	50	0	**89**	0	0	0	0	0	**0**	0	**302**
7:15AM	0	51	49	0	**100**	0	5	113	0	0	**118**	0	24	28	70	0	**122**	0	0	0	0	0	**0**	1	**340**
7:30AM	0	63	56	0	**119**	0	13	102	0	0	**115**	0	27	28	63	0	**118**	0	0	0	0	0	**0**	0	**352**
7:45AM	0	67	58	0	**125**	0	12	97	0	0	**109**	0	27	19	69	0	**115**	0	0	0	0	0	**0**	0	**349**
Hourly Total	0	228	212	0	**440**	0	44	415	0	0	**459**	0	99	93	252	0	**444**	0	0	0	0	0	**0**	1	**1343**
8:00AM	0	65	55	0	**120**	0	16	93	0	0	**109**	0	21	26	49	0	**96**	0	0	0	0	0	**0**	1	**325**
8:15AM	0	63	64	0	**127**	0	10	91	0	0	**101**	0	22	20	38	0	**80**	0	0	0	0	0	**0**	0	**308**
8:30AM	0	59	57	0	**116**	0	8	75	0	0	**83**	0	26	21	49	0	**96**	0	0	0	0	0	**0**	0	**295**
8:45AM	0	77	62	0	**139**	0	6	84	0	0	**90**	0	24	18	51	0	**93**	0	0	0	0	0	**0**	0	**322**
Hourly Total	0	264	238	0	**502**	0	40	343	0	0	**383**	0	93	85	187	0	**365**	0	0	0	0	0	**0**	1	**1250**
4:00PM	0	81	66	0	**147**	0	14	99	0	0	**113**	0	39	23	57	0	**119**	0	0	0	0	0	**0**	0	**379**
4:15PM	0	103	62	0	**165**	0	9	91	0	0	**100**	0	42	25	67	0	**134**	0	0	0	0	0	**0**	0	**399**
4:30PM	0	101	69	0	**170**	0	12	88	0	0	**100**	0	44	29	49	0	**122**	0	0	0	0	0	**0**	0	**392**
4:45PM	0	96	82	0	**178**	0	14	88	0	0	**102**	0	29	29	54	0	**112**	0	0	0	0	0	**0**	0	**392**
Hourly Total	0	381	279	0	**660**	0	49	366	0	0	**415**	0	154	106	227	0	**487**	0	0	0	0	0	**0**	0	**1562**
5:00PM	0	108	79	0	**187**	0	6	81	0	0	**87**	0	31	26	71	0	**128**	1	0	0	0	0	**0**	0	**402**
5:15PM	0	98	70	0	**168**	0	10	107	0	0	**117**	0	38	32	65	0	**135**	0	0	0	0	0	**0**	0	**420**
5:30PM	0	116	61	0	**177**	0	9	114	0	0	**123**	0	33	35	51	0	**119**	0	0	0	0	0	**0**	0	**419**
5:45PM	0	102	74	0	**176**	0	7	109	0	0	**116**	0	30	38	53	0	**121**	0	0	0	0	0	**0**	0	**413**
Hourly Total	0	424	284	0	**708**	0	32	411	0	0	**443**	0	132	131	240	0	**503**	1	0	0	0	0	**0**	0	**1654**
Total	0	1297	1013	0	**2310**	0	165	1535	0	0	**1700**	0	478	415	906	0	**1799**	1	0	0	0	0	**0**	2	**5809**
% Approach	0%	56.1%	43.9%	0%	**-**	-	9.7%	90.3%	0%	0%	**-**	-	26.6%	23.1%	50.4%	0%	**-**	-	0%	0%	0%	0%	**-**	-	**-**
% Total	0%	22.3%	17.4%	0%	**39.8%**	-	2.8%	26.4%	0%	0%	**29.3%**	-	8.2%	7.1%	15.6%	0%	**31.0%**	-	0%	0%	0%	0%	**0%**	-	**-**
Lights	0	1201	993	0	**2194**	-	122	1441	0	0	**1563**	-	414	398	885	0	**1697**	-	0	0	0	0	**0**	-	5454
% Lights	0%	92.6%	98.0%	0%	**95.0%**	-	73.9%	93.9%	0%	0%	**91.9%**	-	86.6%	95.9%	97.7%	0%	**94.3%**	-	0%	0%	0%	0%	**-**	-	93.9%
Articulated Trucks	0	67	8	0	**75**	-	40	62	0	0	**102**	-	44	7	9	0	**60**	-	0	0	0	0	**0**	-	237
% Articulated Trucks	0%	5.2%	0.8%	0%	**3.2%**	-	24.2%	4.0%	0%	0%	**6.0%**	-	9.2%	1.7%	1.0%	0%	**3.3%**	-	0%	0%	0%	0%	**-**	-	4.1%
Buses and Single-Unit Trucks	0	29	12	0	**41**	-	3	32	0	0	**35**	-	20	10	12	0	**42**	-	0	0	0	0	**0**	-	118
% Buses and Single-Unit Trucks	0%	2.2%	1.2%	0%	**1.8%**	-	1.8%	2.1%	0%	0%	**2.1%**	-	4.2%	2.4%	1.3%	0%	**2.3%**	-	0%	0%	0%	0%	**-**	-	2.0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	50.0%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	50.0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. IH 45 NBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
Full Length (7 AM-9 AM, 4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355762, Location: 32.334786, -96.615478

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. IH 45 NBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355762, Location: 32.334786, -96.615478

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

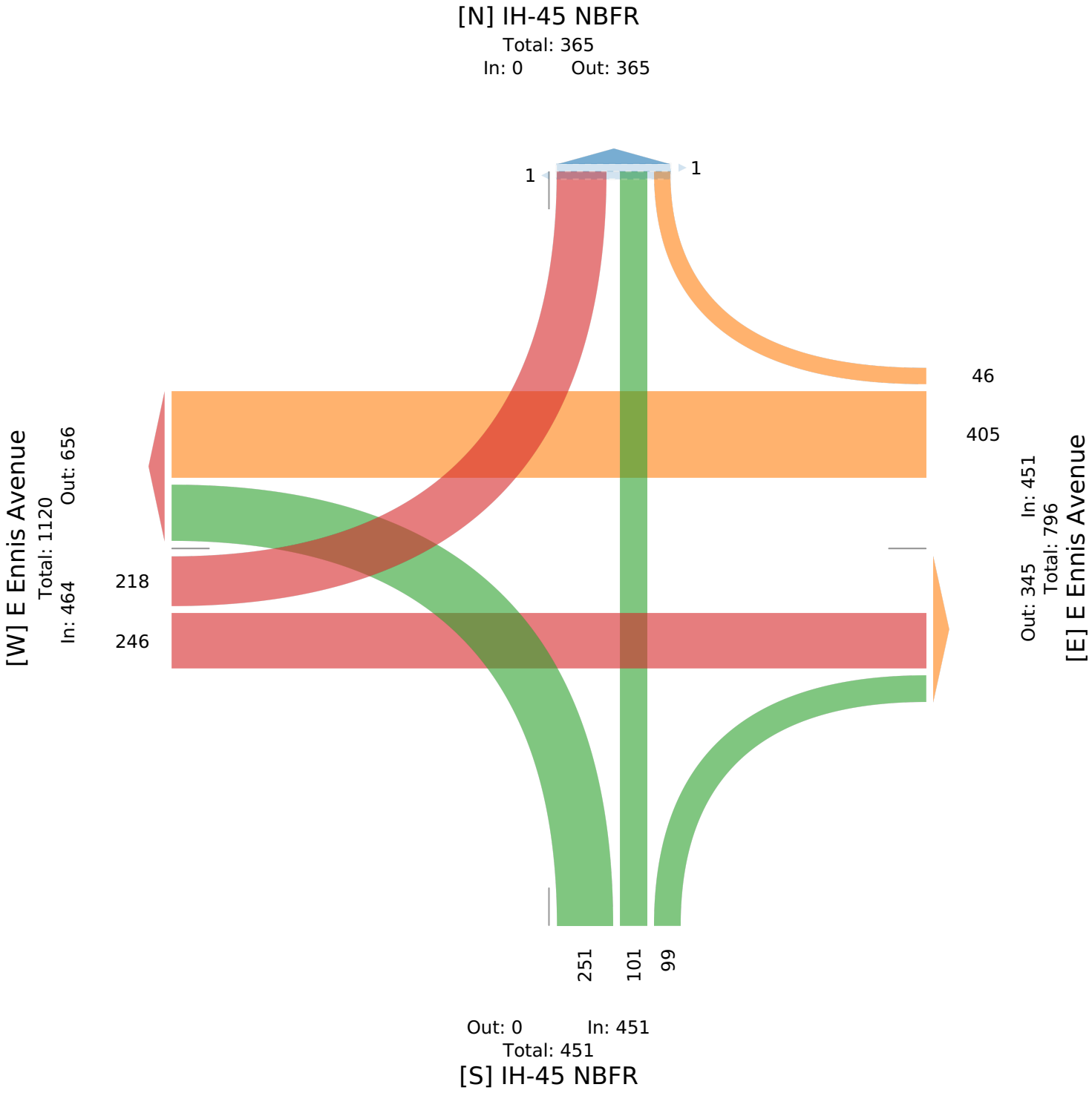
Leg / Direction	E Ennis Avenue Eastbound						E Ennis Avenue Westbound						IH-45 NBFR Northbound						IH-45 NBFR Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2025-11-18 7:15AM	0	51	49	0	**100**	0	5	113	0	0	**118**	0	24	28	70	0	**122**	0	0	0	0	0	**0**	1	**340**
7:30AM	0	63	56	0	**119**	0	13	102	0	0	**115**	0	27	28	63	0	**118**	0	0	0	0	0	**0**	0	**352**
7:45AM	0	67	58	0	**125**	0	12	97	0	0	**109**	0	27	19	69	0	**115**	0	0	0	0	0	**0**	0	**349**
8:00AM	0	65	55	0	**120**	0	16	93	0	0	**109**	0	21	26	49	0	**96**	0	0	0	0	0	**0**	1	**325**
Total	0	246	218	0	**464**	0	46	405	0	0	**451**	0	99	101	251	0	**451**	0	0	0	0	0	**0**	2	**1366**
% Approach	0%	53.0%	47.0%	0%	**-**	-	10.2%	89.8%	0%	0%	**-**	-	22.0%	22.4%	55.7%	0%	**-**	-	0%	0%	0%	0%	**-**	-	**-**
% Total	0%	18.0%	16.0%	0%	**34.0%**	-	3.4%	29.6%	0%	0%	**33.0%**	-	7.2%	7.4%	18.4%	0%	**33.0%**	-	0%	0%	0%	0%	**0%**	-	**-**
PHF	-	0.918	0.940	-	**0.928**	-	0.719	0.896	-	-	**0.956**	-	0.917	0.902	0.896	-	**0.924**	-	-	-	-	-	**-**	-	0.970
Lights	0	210	216	0	**426**	-	25	384	0	0	**409**	-	75	96	241	0	**412**	-	0	0	0	0	**0**	-	1247
% Lights	0%	85.4%	99.1%	0%	**91.8%**	-	54.3%	94.8%	0%	0%	**90.7%**	-	75.8%	95.0%	96.0%	0%	**91.4%**	-	0%	0%	0%	0%	**-**	-	91.3%
Articulated Trucks	0	29	1	0	**30**	-	20	13	0	0	**33**	-	17	4	3	0	**24**	-	0	0	0	0	**0**	-	87
% Articulated Trucks	0%	11.8%	0.5%	0%	**6.5%**	-	43.5%	3.2%	0%	0%	**7.3%**	-	17.2%	4.0%	1.2%	0%	**5.3%**	-	0%	0%	0%	0%	**-**	-	6.4%
Buses and Single-Unit Trucks	0	7	1	0	**8**	-	1	8	0	0	**9**	-	7	1	7	0	**15**	-	0	0	0	0	**0**	-	32
% Buses and Single-Unit Trucks	0%	2.8%	0.5%	0%	**1.7%**	-	2.2%	2.0%	0%	0%	**2.0%**	-	7.1%	1.0%	2.8%	0%	**3.3%**	-	0%	0%	0%	0%	**-**	-	2.3%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50.0%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50.0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. IH 45 NBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355762, Location: 32.334786, -96.615478

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. IH 45 NBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355762, Location: 32.334786, -96.615478

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

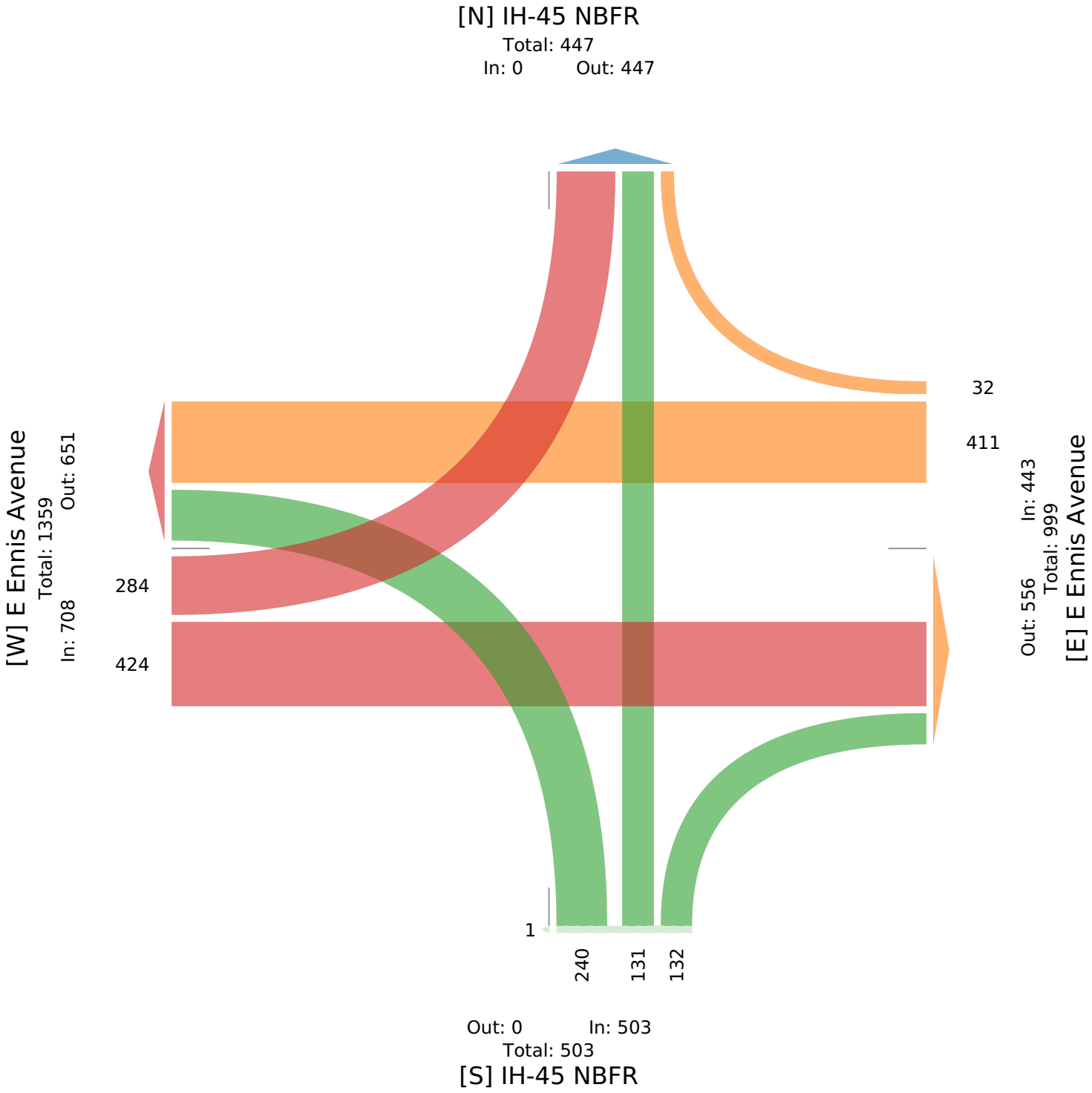
Leg / Direction	E Ennis Avenue Eastbound						E Ennis Avenue Westbound						IH-45 NBFR Northbound						IH-45 NBFR Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2025-11-18 5:00PM	0	108	79	0	**187**	0	6	81	0	0	**87**	0	31	26	71	0	**128**	1	0	0	0	0	**0**	0	**402**
5:15PM	0	98	70	0	**168**	0	10	107	0	0	**117**	0	38	32	65	0	**135**	0	0	0	0	0	**0**	0	**420**
5:30PM	0	116	61	0	**177**	0	9	114	0	0	**123**	0	33	35	51	0	**119**	0	0	0	0	0	**0**	0	**419**
5:45PM	0	102	74	0	**176**	0	7	109	0	0	**116**	0	30	38	53	0	**121**	0	0	0	0	0	**0**	0	**413**
Total	0	424	284	0	**708**	0	32	411	0	0	**443**	0	132	131	240	0	**503**	1	0	0	0	0	**0**	0	**1654**
% Approach	0%	59.9%	40.1%	0%	**-**	-	7.2%	92.8%	0%	0%	**-**	-	26.2%	26.0%	47.7%	0%	**-**	-	0%	0%	0%	0%	**-**	-	-
% Total	0%	25.6%	17.2%	0%	**42.8%**	-	1.9%	24.8%	0%	0%	**26.8%**	-	8.0%	7.9%	14.5%	0%	**30.4%**	-	0%	0%	0%	0%	**0%**	-	-
PHF	-	0.914	0.899	-	**0.947**	-	0.800	0.901	-	-	**0.900**	-	0.868	0.862	0.845	-	**0.931**	-	-	-	-	-	**-**	-	0.985
Lights	0	417	278	0	**695**	-	32	387	0	0	**419**	-	123	124	238	0	**485**	-	0	0	0	0	**0**	-	1599
% Lights	0%	98.3%	97.9%	0%	**98.2%**	-	100%	94.2%	0%	0%	**94.6%**	-	93.2%	94.7%	99.2%	0%	**96.4%**	-	0%	0%	0%	0%	**-**	-	96.7%
Articulated Trucks	0	1	1	0	**2**	-	0	15	0	0	**15**	-	4	1	1	0	**6**	-	0	0	0	0	**0**	-	23
% Articulated Trucks	0%	0.2%	0.4%	0%	**0.3%**	-	0%	3.6%	0%	0%	**3.4%**	-	3.0%	0.8%	0.4%	0%	**1.2%**	-	0%	0%	0%	0%	**-**	-	1.4%
Buses and Single-Unit Trucks	0	6	5	0	**11**	-	0	9	0	0	**9**	-	5	6	1	0	**12**	-	0	0	0	0	**0**	-	32
% Buses and Single-Unit Trucks	0%	1.4%	1.8%	0%	**1.6%**	-	0%	2.2%	0%	0%	**2.0%**	-	3.8%	4.6%	0.4%	0%	**2.4%**	-	0%	0%	0%	0%	**-**	-	1.9%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. IH 45 NBFR at E Ennis Avenue - TMC

Tue Nov 18, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355762, Location: 32.334786, -96.615478

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. E Ennis Avenue at N Sonoma Trail - TMC

Wed Nov 5, 2025
Full Length (7 AM-9 AM, 4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355763, Location: 32.336233, -96.614323

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

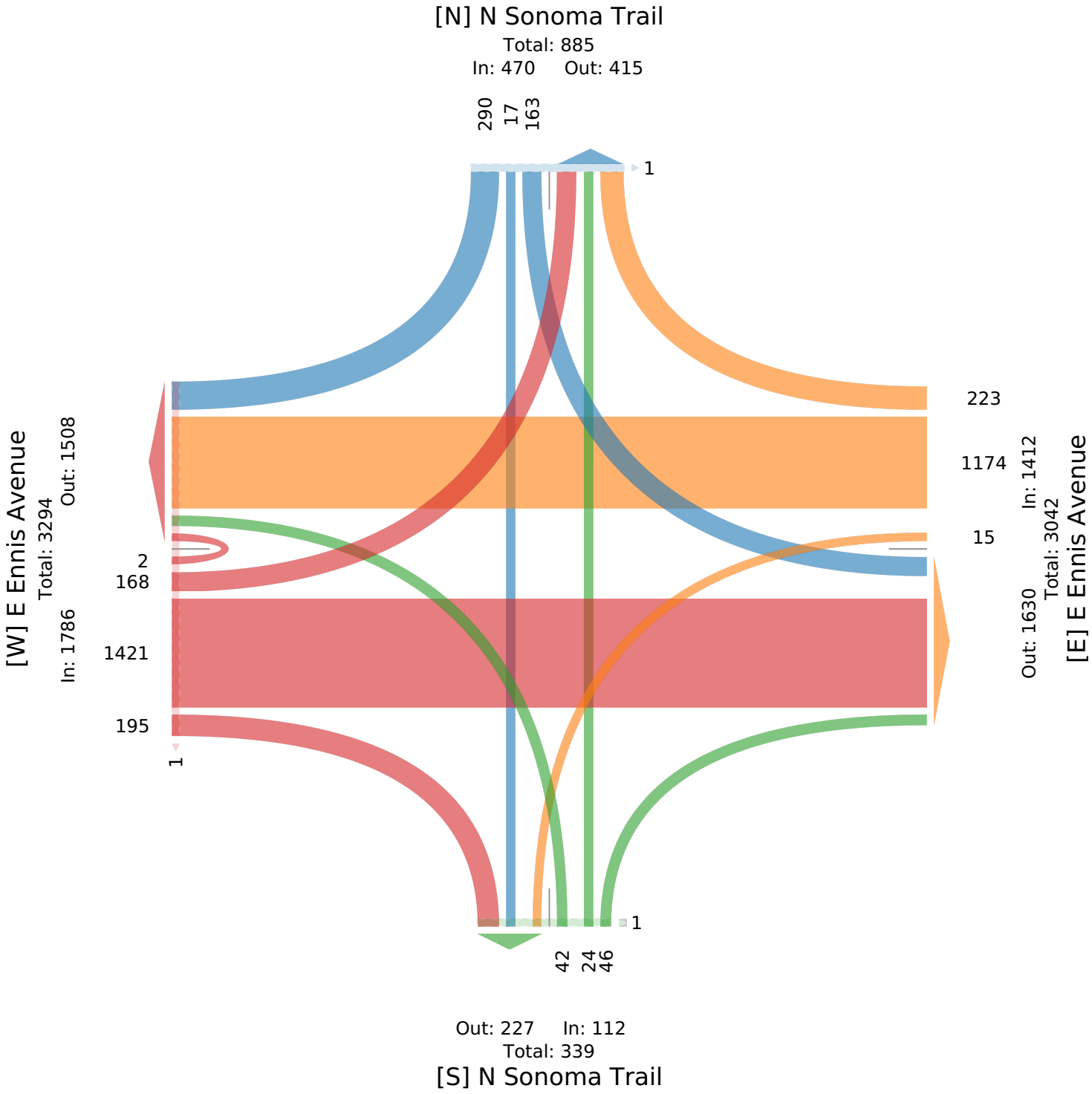
Leg	E Ennis Avenue						E Ennis Avenue						N Sonoma Trail						N Sonoma Trail						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2025-11-05 7:00AM	8	48	3	0	**59**	0	24	88	0	0	**112**	0	0	2	1	0	**3**	0	19	0	6	0	**25**	0	**199**
7:15AM	7	53	12	0	**72**	0	31	102	0	0	**133**	0	1	3	0	0	**4**	0	15	0	3	0	**18**	0	**227**
7:30AM	11	76	10	0	**97**	0	20	71	1	0	**92**	0	0	5	1	0	**6**	0	9	2	6	0	**17**	0	**212**
7:45AM	10	66	15	0	**91**	0	15	87	0	0	**102**	0	0	1	4	0	**5**	0	13	0	4	0	**17**	0	**215**
Hourly Total	36	243	40	0	**319**	0	90	348	1	0	**439**	0	1	11	6	0	**18**	0	56	2	19	0	**77**	0	**853**
8:00AM	12	59	16	0	**87**	0	10	72	0	0	**82**	0	0	1	2	0	**3**	0	13	0	10	0	**23**	1	**195**
8:15AM	12	77	9	1	**99**	0	9	58	0	0	**67**	0	0	0	1	0	**1**	0	21	1	13	0	**35**	0	**202**
8:30AM	10	89	15	1	**115**	0	8	53	1	0	**62**	0	1	0	7	0	**8**	0	15	0	19	0	**34**	0	**219**
8:45AM	9	77	10	0	**96**	0	5	75	2	0	**82**	0	2	0	3	0	**5**	0	13	1	16	0	**30**	0	**213**
Hourly Total	43	302	50	2	**397**	0	32	258	3	0	**293**	0	3	1	13	0	**17**	0	62	2	58	0	**122**	1	**829**
4:00PM	25	90	2	0	**117**	0	8	64	1	0	**73**	0	6	3	2	0	**11**	0	7	1	6	0	**14**	0	**215**
4:15PM	15	130	11	0	**156**	0	11	71	1	0	**83**	0	3	2	7	0	**12**	0	21	1	9	0	**31**	0	**282**
4:30PM	18	103	12	0	**133**	1	7	68	1	0	**76**	0	2	1	4	0	**7**	1	19	2	8	0	**29**	0	**245**
4:45PM	15	101	6	0	**122**	0	17	69	2	0	**88**	0	3	4	2	0	**9**	0	34	2	11	0	**47**	0	**266**
Hourly Total	73	424	31	0	**528**	1	43	272	5	0	**320**	0	14	10	15	0	**39**	1	81	6	34	0	**121**	0	**1008**
5:00PM	8	126	8	0	**142**	0	16	78	3	0	**97**	0	6	0	2	0	**8**	0	27	4	10	0	**41**	0	**288**
5:15PM	8	117	12	0	**137**	0	16	55	1	0	**72**	0	14	2	2	0	**18**	0	17	2	13	0	**32**	0	**259**
5:30PM	8	100	12	0	**120**	0	12	77	0	0	**89**	0	7	0	2	0	**9**	0	29	0	9	0	**38**	0	**256**
5:45PM	19	109	15	0	**143**	0	14	86	2	0	**102**	0	1	0	2	0	**3**	0	18	1	20	0	**39**	0	**287**
Hourly Total	43	452	47	0	**542**	0	58	296	6	0	**360**	0	28	2	8	0	**38**	0	91	7	52	0	**150**	0	**1090**
Total	195	1421	168	2	**1786**	1	223	1174	15	0	**1412**	0	46	24	42	0	**112**	1	290	17	163	0	**470**	1	**3780**
% Approach	10.9%	79.6%	9.4%	0.1%	**-**	-	15.8%	83.1%	1.1%	0%	**-**	-	41.1%	21.4%	37.5%	0%	**-**	-	61.7%	3.6%	34.7%	0%	**-**	-	-
% Total	5.2%	37.6%	4.4%	0.1%	**47.2%**	-	5.9%	31.1%	0.4%	0%	**37.4%**	-	1.2%	0.6%	1.1%	0%	**3.0%**	-	7.7%	0.4%	4.3%	0%	**12.4%**	-	-
Lights	192	1268	163	2	**1625**	-	203	1036	15	0	**1254**	-	46	24	42	0	**112**	-	283	16	161	0	**460**	-	3451
% Lights	98.5%	89.2%	97.0%	100%	**91.0%**	-	91.0%	88.2%	100%	0%	**88.8%**	-	100%	100%	100%	0%	**100%**	-	97.6%	94.1%	98.8%	0%	**97.9%**	-	91.3%
Articulated Trucks	0	128	5	0	**133**	-	14	111	0	0	**125**	-	0	0	0	0	**0**	-	4	0	2	0	**6**	-	264
% Articulated Trucks	0%	9.0%	3.0%	0%	**7.4%**	-	6.3%	9.5%	0%	0%	**8.9%**	-	0%	0%	0%	0%	**0%**	-	1.4%	0%	1.2%	0%	**1.3%**	-	7.0%
Buses and Single-Unit Trucks	3	25	0	0	**28**	-	6	27	0	0	**33**	-	0	0	0	0	**0**	-	3	1	0	0	**4**	-	65
% Buses and Single-Unit Trucks	1.5%	1.8%	0%	0%	**1.6%**	-	2.7%	2.3%	0%	0%	**2.3%**	-	0%	0%	0%	0%	**0%**	-	1.0%	5.9%	0%	0%	**0.9%**	-	1.7%
Pedestrians	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	- 100%	-	-	-	-	-	-	-	-	-	-	-	- 100%	-	-	-	-	-	- 100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. E Ennis Avenue at N Sonoma Trail - TMC

Wed Nov 5, 2025
Full Length (7 AM-9 AM, 4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355763, Location: 32.336233, -96.614323

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. E Ennis Avenue at N Sonoma Trail - TMC

Wed Nov 5, 2025
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355763, Location: 32.336233, -96.614323

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

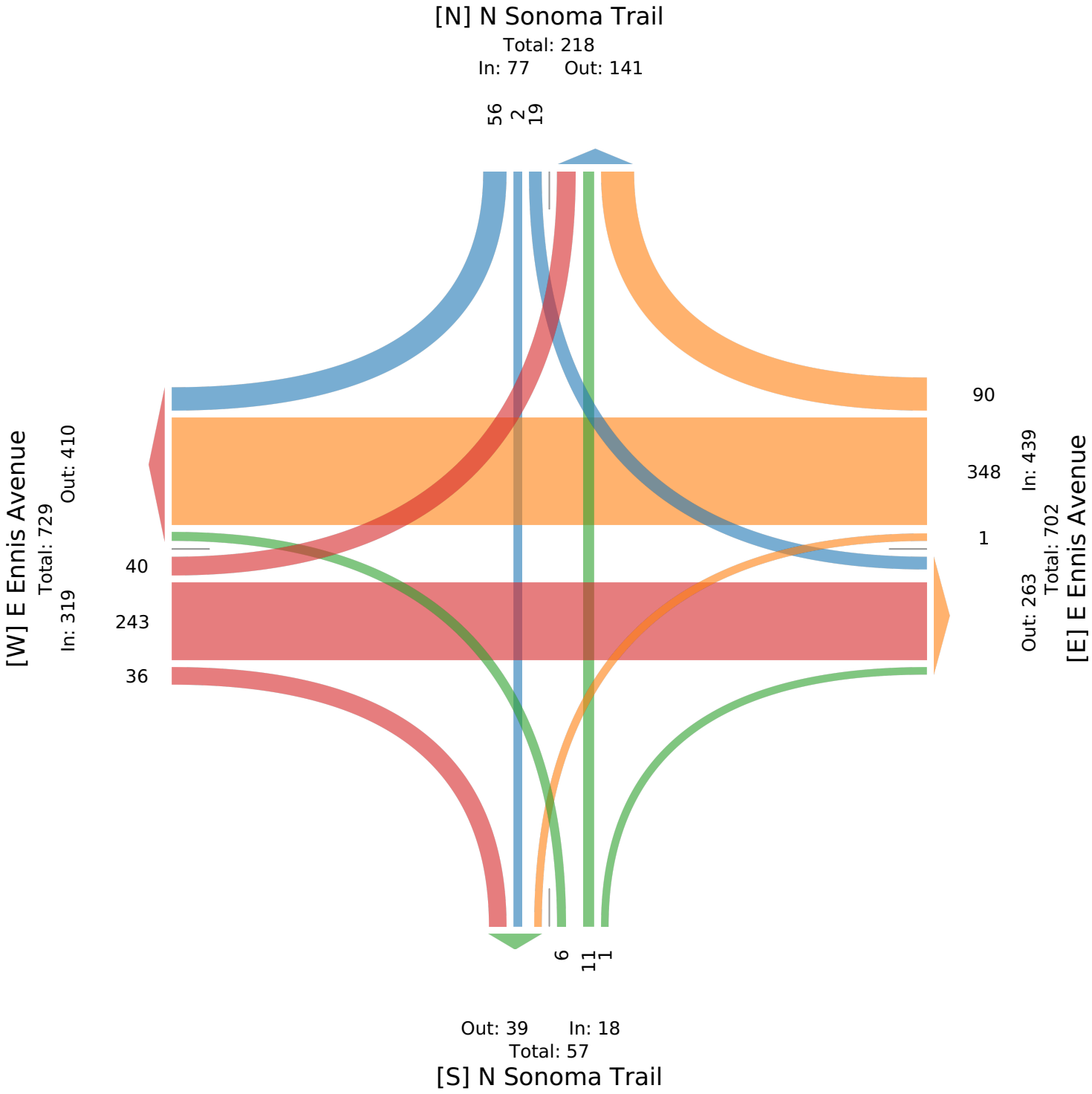
Leg	E Ennis Avenue						E Ennis Avenue						N Sonoma Trail						N Sonoma Trail						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2025-11-05 7:00AM	8	48	3	0	**59**	0	24	88	0	0	**112**	0	0	2	1	0	**3**	0	19	0	6	0	**25**	0	**199**
7:15AM	7	53	12	0	**72**	0	31	102	0	0	**133**	0	1	3	0	0	**4**	0	15	0	3	0	**18**	0	**227**
7:30AM	11	76	10	0	**97**	0	20	71	1	0	**92**	0	0	5	1	0	**6**	0	9	2	6	0	**17**	0	**212**
7:45AM	10	66	15	0	**91**	0	15	87	0	0	**102**	0	0	1	4	0	**5**	0	13	0	4	0	**17**	0	**215**
Total	36	243	40	0	**319**	0	90	348	1	0	**439**	0	1	11	6	0	**18**	0	56	2	19	0	**77**	0	**853**
% Approach	11.3%	76.2%	12.5%	0%	**-**	-	20.5%	79.3%	0.2%	0%	**-**	-	5.6%	61.1%	33.3%	0%	**-**	-	72.7%	2.6%	24.7%	0%	**-**	-	-
% Total	4.2%	28.5%	4.7%	0%	**37.4%**	-	10.6%	40.8%	0.1%	0%	**51.5%**	-	0.1%	1.3%	0.7%	0%	**2.1%**	-	6.6%	0.2%	2.2%	0%	**9.0%**	-	-
PHF	0.818	0.799	0.667	-	**0.822**	-	0.726	0.853	0.250	-	**0.825**	-	0.250	0.550	0.375	-	**0.750**	-	0.737	0.250	0.792	-	**0.770**	-	0.939
Lights	35	197	39	0	**271**	-	78	298	1	0	**377**	-	1	11	6	0	**18**	-	55	2	19	0	**76**	-	742
% Lights	97.2%	81.1%	97.5%	0%	**85.0%**	-	86.7%	85.6%	100%	0%	**85.9%**	-	100%	100%	100%	0%	**100%**	-	98.2%	100%	100%	0%	**98.7%**	-	87.0%
Articulated Trucks	0	43	1	0	**44**	-	11	41	0	0	**52**	-	0	0	0	0	**0**	-	1	0	0	0	**1**	-	97
% Articulated Trucks	0%	17.7%	2.5%	0%	**13.8%**	-	12.2%	11.8%	0%	0%	**11.8%**	-	0%	0%	0%	0%	**0%**	-	1.8%	0%	0%	0%	**1.3%**	-	11.4%
Buses and Single-Unit Trucks	1	3	0	0	**4**	-	1	9	0	0	**10**	-	0	0	0	0	**0**	-	0	0	0	0	**0**	-	14
% Buses and Single-Unit Trucks	2.8%	1.2%	0%	0%	**1.3%**	-	1.1%	2.6%	0%	0%	**2.3%**	-	0%	0%	0%	0%	**0%**	-	0%	0%	0%	0%	**0%**	-	1.6%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. E Ennis Avenue at N Sonoma Trail - TMC

Wed Nov 5, 2025
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355763, Location: 32.336233, -96.614323

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. E Ennis Avenue at N Sonoma Trail - TMC

Wed Nov 5, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355763, Location: 32.336233, -96.614323

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

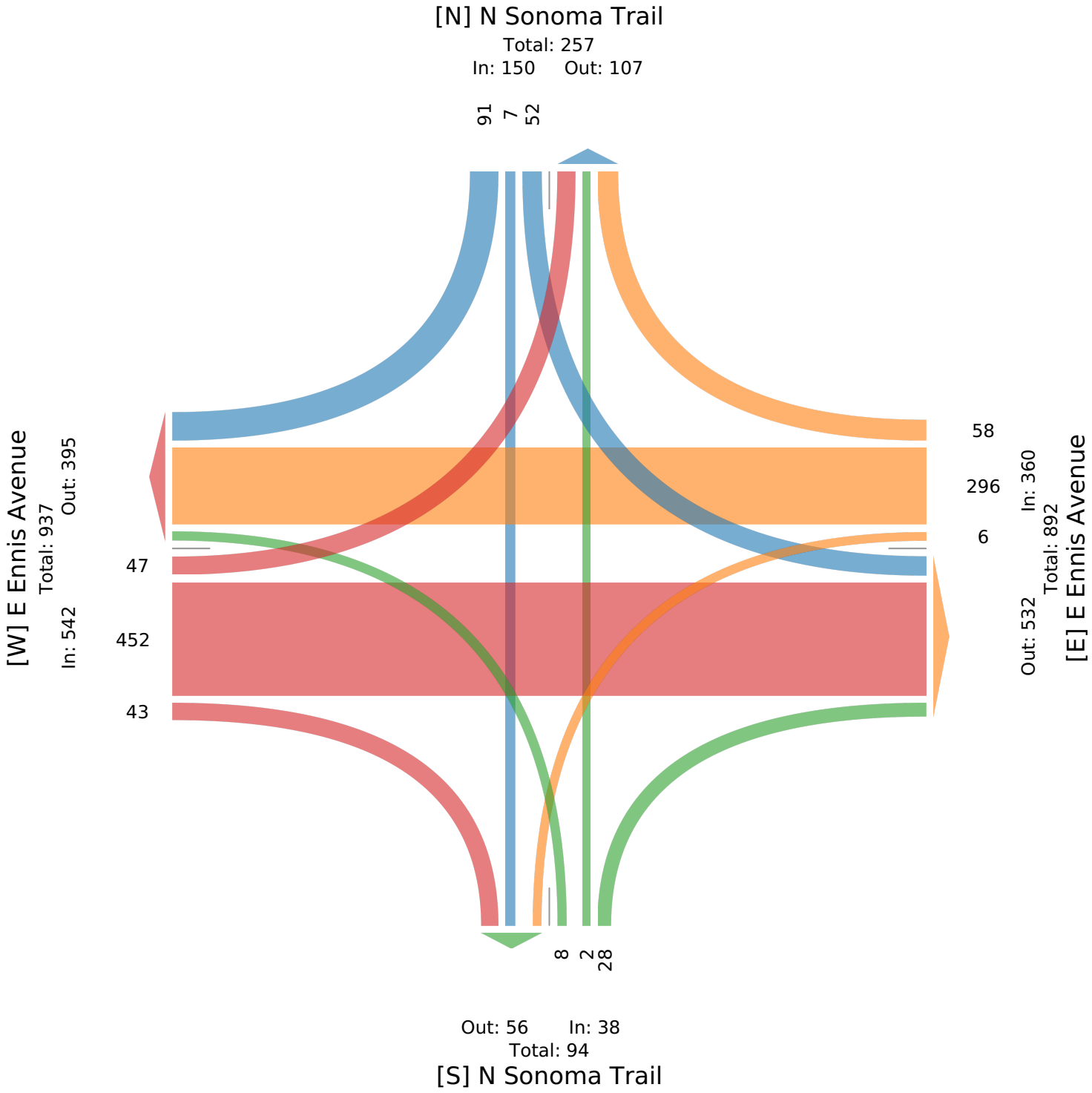
Leg	E Ennis Avenue						E Ennis Avenue						N Sonoma Trail						N Sonoma Trail						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2025-11-05 5:00PM	8	126	8	0	**142**	0	16	78	3	0	**97**	0	6	0	2	0	**8**	0	27	4	10	0	**41**	0	**288**
5:15PM	8	117	12	0	**137**	0	16	55	1	0	**72**	0	14	2	2	0	**18**	0	17	2	13	0	**32**	0	**259**
5:30PM	8	100	12	0	**120**	0	12	77	0	0	**89**	0	7	0	2	0	**9**	0	29	0	9	0	**38**	0	**256**
5:45PM	19	109	15	0	**143**	0	14	86	2	0	**102**	0	1	0	2	0	**3**	0	18	1	20	0	**39**	0	**287**
Total	43	452	47	0	**542**	0	58	296	6	0	**360**	0	28	2	8	0	**38**	0	91	7	52	0	**150**	0	**1090**
% Approach	7.9%	83.4%	8.7%	0%	**-**	-	16.1%	82.2%	1.7%	0%	**-**	-	73.7%	5.3%	21.1%	0%	**-**	-	60.7%	4.7%	34.7%	0%	**-**	-	-
% Total	3.9%	41.5%	4.3%	0%	**49.7%**	-	5.3%	27.2%	0.6%	0%	**33.0%**	-	2.6%	0.2%	0.7%	0%	**3.5%**	-	8.3%	0.6%	4.8%	0%	**13.8%**	-	-
PHF	0.566	0.897	0.783	-	**0.948**	-	0.906	0.860	0.500	-	**0.882**	-	0.500	0.250	1.000	-	**0.528**	-	0.784	0.438	0.650	-	**0.915**	-	0.946
Lights	43	427	47	0	**517**	-	55	280	6	0	**341**	-	28	2	8	0	**38**	-	91	7	52	0	**150**	-	1046
% Lights	100%	94.5%	100%	0%	**95.4%**	-	94.8%	94.6%	100%	0%	**94.7%**	-	100%	100%	100%	0%	**100%**	-	100%	100%	100%	0%	**100%**	-	96.0%
Articulated Trucks	0	17	0	0	**17**	-	0	15	0	0	**15**	-	0	0	0	0	**0**	-	0	0	0	0	**0**	-	32
% Articulated Trucks	0%	3.8%	0%	0%	**3.1%**	-	0%	5.1%	0%	0%	**4.2%**	-	0%	0%	0%	0%	**0%**	-	0%	0%	0%	0%	**0%**	-	2.9%
Buses and Single-Unit Trucks	0	8	0	0	**8**	-	3	1	0	0	**4**	-	0	0	0	0	**0**	-	0	0	0	0	**0**	-	12
% Buses and Single-Unit Trucks	0%	1.8%	0%	0%	**1.5%**	-	5.2%	0.3%	0%	0%	**1.1%**	-	0%	0%	0%	0%	**0%**	-	0%	0%	0%	0%	**0%**	-	1.1%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. E Ennis Avenue at N Sonoma Trail - TMC

Wed Nov 5, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1355763, Location: 32.336233, -96.614323

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
Full Length (6 AM-7 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg	Sonoma Trail						Sonoma Trail						SH 34						SH 34						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2026-03-26 6:00AM	9	1	5	0	**15**	0	1	3	4	0	**8**	0	1	23	7	0	**31**	0	13	67	1	0	**81**	0	**135**
6:15AM	5	0	1	0	**6**	0	2	5	4	0	**11**	0	4	32	5	0	**41**	0	20	84	0	0	**104**	0	**162**
6:30AM	8	0	7	0	**15**	0	2	3	5	0	**10**	1	3	39	10	0	**52**	1	11	80	0	0	**91**	0	**168**
6:45AM	4	2	4	0	**10**	0	3	4	3	0	**10**	0	3	37	9	0	**49**	0	12	92	0	0	**104**	0	**173**
Hourly Total	26	3	17	0	**46**	0	8	15	16	0	**39**	1	11	131	31	0	**173**	1	56	323	1	0	**380**	0	**638**
7:00AM	8	2	3	0	**13**	0	5	8	4	0	**17**	0	3	38	11	0	**52**	0	27	91	0	0	**118**	0	**200**
7:15AM	9	0	3	0	**12**	0	6	4	3	0	**13**	0	6	40	4	0	**50**	0	32	87	0	0	**119**	0	**194**
7:30AM	12	2	5	0	**19**	0	4	3	3	0	**10**	0	13	60	8	0	**81**	0	31	86	5	0	**122**	0	**232**
7:45AM	13	0	11	0	**24**	0	6	4	6	0	**16**	0	7	53	9	1	**70**	0	20	60	0	0	**80**	0	**190**
Hourly Total	42	4	22	0	**68**	0	21	19	16	0	**56**	0	29	191	32	1	**253**	0	110	324	5	0	**439**	0	**816**
8:00AM	10	1	5	0	**16**	0	5	2	6	0	**13**	0	8	58	4	0	**70**	0	20	65	1	0	**86**	0	**185**
8:15AM	9	0	2	0	**11**	0	5	4	3	0	**12**	0	11	59	11	0	**81**	0	14	73	1	0	**88**	0	**192**
8:30AM	15	1	3	0	**19**	0	5	5	5	0	**15**	0	11	48	7	0	**66**	0	14	63	2	0	**79**	0	**179**
8:45AM	15	0	4	0	**19**	0	3	2	7	0	**12**	0	4	37	6	0	**47**	0	15	73	3	0	**91**	0	**169**
Hourly Total	49	2	14	0	**65**	0	18	13	21	0	**52**	0	34	202	28	0	**264**	0	63	274	7	0	**344**	0	**725**
9:00AM	14	0	4	0	**18**	0	13	3	8	0	**24**	1	8	45	7	0	**60**	3	19	62	3	0	**84**	0	**186**
9:15AM	12	0	5	0	**17**	0	7	3	4	0	**14**	0	10	50	9	0	**69**	2	9	62	3	0	**74**	0	**174**
9:30AM	21	0	1	0	**22**	0	6	5	5	0	**16**	0	14	51	12	1	**78**	0	14	75	2	0	**91**	0	**207**
9:45AM	15	3	5	0	**23**	0	10	4	6	0	**20**	0	13	37	9	0	**59**	0	15	65	1	0	**81**	0	**183**
Hourly Total	62	3	15	0	**80**	0	36	15	23	0	**74**	1	45	183	37	1	**266**	5	57	264	9	0	**330**	0	**750**
10:00AM	11	1	5	0	**17**	0	5	3	11	0	**19**	0	8	40	11	0	**59**	0	16	69	3	0	**88**	0	**183**
10:15AM	15	0	0	0	**15**	0	4	3	6	0	**13**	0	10	46	10	0	**66**	0	14	54	4	0	**72**	0	**166**
10:30AM	16	3	5	0	**24**	0	2	5	5	0	**12**	1	16	47	12	0	**75**	0	14	53	2	0	**69**	0	**180**
10:45AM	19	2	9	0	**30**	0	14	5	11	0	**30**	0	8	50	7	0	**65**	0	21	51	3	0	**75**	0	**200**
Hourly Total	61	6	19	0	**86**	0	25	16	33	0	**74**	1	42	183	40	0	**265**	0	65	227	12	0	**304**	0	**729**
11:00AM	11	1	8	0	**20**	0	8	4	3	0	**15**	0	7	41	2	0	**50**	0	10	56	4	0	**70**	0	**155**
11:15AM	28	0	5	0	**33**	0	9	6	12	0	**27**	0	8	49	8	0	**65**	0	19	55	3	0	**77**	0	**202**
11:30AM	31	1	6	0	**38**	0	8	7	3	0	**18**	0	9	42	12	0	**63**	0	20	57	2	0	**79**	0	**198**
11:45AM	21	2	4	0	**27**	0	8	10	11	0	**29**	0	10	40	6	0	**56**	0	21	59	5	0	**85**	0	**197**
Hourly Total	91	4	23	0	**118**	0	33	27	29	0	**89**	0	34	172	28	0	**234**	0	70	227	14	0	**311**	0	**752**
12:00PM	27	3	3	0	**33**	0	12	14	13	0	**39**	0	14	51	10	0	**75**	0	13	55	3	0	**71**	0	**218**
12:15PM	29	0	9	0	**38**	0	17	12	14	0	**43**	0	10	52	10	0	**72**	0	16	52	2	0	**70**	0	**223**
12:30PM	21	2	5	0	**28**	0	14	6	15	0	**35**	0	11	58	8	0	**77**	0	17	51	0	0	**68**	0	**208**
12:45PM	25	2	6	0	**33**	0	9	6	12	0	**27**	0	12	56	9	0	**77**	0	15	60	2	0	**77**	0	**214**
Hourly Total	102	7	23	0	**132**	0	52	38	54	0	**144**	0	47	217	37	0	**301**	0	61	218	7	0	**286**	0	**863**
1:00PM	28	3	7	0	**38**	0	17	10	7	0	**34**	0	11	52	14	0	**77**	0	15	56	1	0	**72**	0	**221**
1:15PM	18	4	10	0	**32**	0	17	8	14	0	**39**	0	18	50	12	0	**80**	0	20	64	4	0	**88**	0	**239**
1:30PM	24	1	6	0	**31**	0	9	6	13	0	**28**	0	6	43	11	0	**60**	0	9	53	2	0	**64**	0	**183**
1:45PM	25	0	6	0	**31**	0	22	16	8	0	**46**	0	9	47	4	0	**60**	0	13	52	2	0	**67**	0	**204**
Hourly Total	95	8	29	0	**132**	0	65	40	42	0	**147**	0	44	192	41	0	**277**	0	57	225	9	0	**291**	0	**847**
2:00PM	12	3	7	0	**22**	0	8	10	13	0	**31**	0	15	58	9	0	**82**	0	11	47	2	0	**60**	0	**195**
2:15PM	19	1	7	0	**27**	0	13	8	19	0	**40**	0	6	46	6	0	**58**	1	4	55	3	0	**62**	0	**187**
2:30PM	17	2	4	0	**23**	0	14	10	11	0	**35**	0	11	48	5	0	**64**	0	16	53	3	0	**72**	0	**194**
2:45PM	22	0	6	0	**28**	0	17	13	18	0	**48**	0	17	65	6	0	**88**	0	15	57	2	0	**74**	0	**238**
Hourly Total	70	6	24	0	**100**	0	52	41	61	0	**154**	0	49	217	26	0	**292**	1	46	212	10	0	**268**	0	**814**
3:00PM	31	4	8	0	**43**	0	20	6	10	0	**36**	0	17	72	13	0	**102**	0	26	62	1	0	**89**	0	**270**
3:15PM	21	3	7	1	**32**	0	9	6	10	0	**25**	0	15	72	11	0	**98**	0	16	72	2	0	**90**	0	**245**
3:30PM	18	2	8	0	**28**	0	13	8	7	0	**28**	0	18	69	9	0	**96**	0	16	65	2	0	**83**	0	**235**
3:45PM	25	0	9	0	**34**	0	5	7	14	0	**26**	0	24	74	7	0	**105**	0	20	64	2	0	**86**	0	**251**
Hourly Total	95	9	32	1	**137**	0	47	27	41	0	**115**	0	74	287	40	0	**401**	0	78	263	7	0	**348**	0	**1001**
4:00PM	20	0	16	0	**36**	0	18	5	9	0	**32**	0	14	84	11	0	**109**	0	8	52	0	0	**60**	0	**237**
4:15PM	26	4	8	0	**38**	0	25	13	9	0	**47**	0	23	94	8	0	**125**	0	21	73	0	0	**94**	0	**304**
4:30PM	22	1	9	0	**32**	0	19	12	8	0	**39**	0	16	110	20	0	**146**	0	17	65	0	0	**82**	0	**299**
4:45PM	21	3	14	0	**38**	0	15	8	9	0	**32**	0	12	102	10	0	**124**	0	13	56	2	0	**71**	0	**265**
Hourly Total	89	8	47	0	**144**	0	77	38	35	0	**150**	0	65	390	49	0	**504**	0	59	246	2	0	**307**	0	**1105**
5:00PM	27	2	6	0	**35**	0	18	6	7	0	**31**	0	15	100	9	0	**124**	0	24	65	0	0	**89**	0	**279**
5:15PM	22	1	6	0	**29**	0	8	3	10	0	**21**	0	8	81	2	0	**91**	0	18	74	0	0	**92**	0	**233**
5:30PM	33	2	13	0	**48**	0	9	6	6	0	**21**	0	8	82	5	0	**95**	0	19	72	0	0	**91**	0	**255**
5:45PM	15	3	11	0	**29**	0	10	9	9	0	**28**	0	18	82	10	0	**110**	0	13	78	3	0	**94**	0	**261**

F.1.

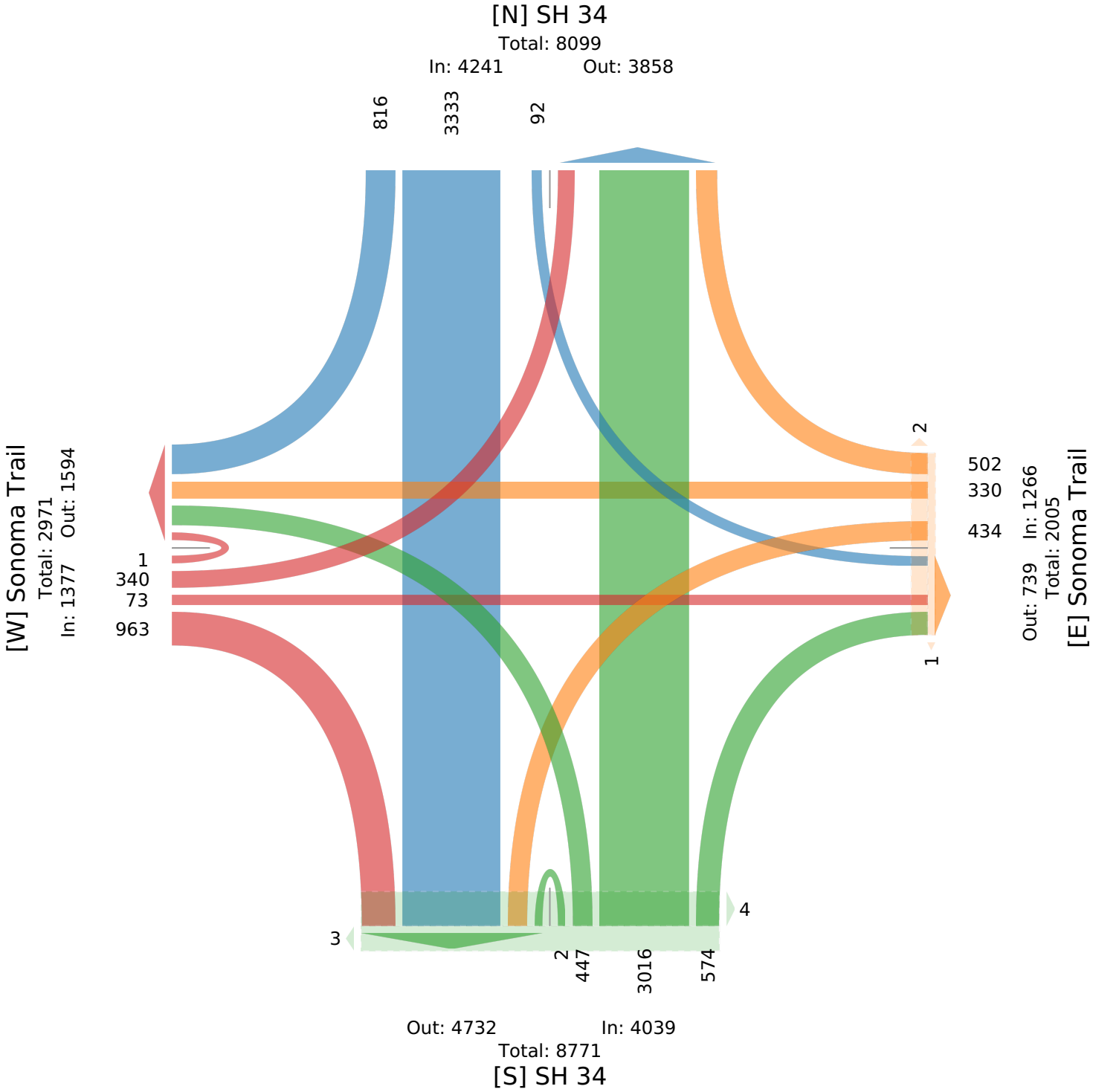
Leg	Sonoma Trail						Sonoma Trail						SH 34						SH 34						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
Hourly Total	97	8	36	0	**141**	0	45	24	32	0	**101**	0	49	345	26	0	**420**	0	74	289	3	0	**366**	0	**1028**
6:00PM	21	1	9	0	**31**	0	6	4	10	0	**20**	0	22	69	8	0	**99**	0	6	63	2	0	**71**	0	**221**
6:15PM	21	2	9	0	**32**	0	5	2	4	0	**11**	0	13	81	6	0	**100**	0	7	63	1	0	**71**	0	**214**
6:30PM	24	0	7	0	**31**	0	5	4	9	0	**18**	0	6	74	5	0	**85**	0	5	61	2	0	**68**	0	**202**
6:45PM	18	2	14	0	**34**	0	7	7	8	0	**22**	0	10	82	13	0	**105**	0	2	54	1	0	**57**	0	**218**
Hourly Total	84	5	39	0	**128**	0	23	17	31	0	**71**	0	51	306	32	0	**389**	0	20	241	6	0	**267**	0	**855**
Total	963	73	340	1	**1377**	0	502	330	434	0	**1266**	3	574	3016	447	2	**4039**	7	816	3333	92	0	**4241**	0	**10923**
% Approach	69.9%	5.3%	24.7%	0.1%	**-**	-	39.7%	26.1%	34.3%	0%	**-**	-	14.2%	74.7%	11.1%	0%	**-**	-	19.2%	78.6%	2.2%	0%	**-**	-	**-**
% Total	8.8%	0.7%	3.1%	0%	**12.6%**	-	4.6%	3.0%	4.0%	0%	**11.6%**	-	5.3%	27.6%	4.1%	0%	**37.0%**	-	7.5%	30.5%	0.8%	0%	**38.8%**	-	**-**
Lights	929	70	319	1	**1319**	-	469	323	426	0	**1218**	-	566	2575	427	2	**3570**	-	627	2928	88	0	**3643**	-	9750
% Lights	96.5%	95.9%	93.8%	100%	**95.8%**	-	93.4%	97.9%	98.2%	0%	**96.2%**	-	98.6%	85.4%	95.5%	100%	**88.4%**	-	76.8%	87.8%	95.7%	0%	**85.9%**	-	89.3%
Articulated Trucks	10	0	11	0	**21**	-	11	0	1	0	**12**	-	0	349	11	0	**360**	-	166	267	3	0	**436**	-	829
% Articulated Trucks	1.0%	0%	3.2%	0%	**1.5%**	-	2.2%	0%	0.2%	0%	**0.9%**	-	0%	11.6%	2.5%	0%	**8.9%**	-	20.3%	8.0%	3.3%	0%	**10.3%**	-	7.6%
Buses and Single-Unit Trucks	24	3	10	0	**37**	-	22	7	7	0	**36**	-	8	92	9	0	**109**	-	23	138	1	0	**162**	-	344
% Buses and Single-Unit Trucks	2.5%	4.1%	2.9%	0%	**2.7%**	-	4.4%	2.1%	1.6%	0%	**2.8%**	-	1.4%	3.1%	2.0%	0%	**2.7%**	-	2.8%	4.1%	1.1%	0%	**3.8%**	-	3.1%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	3	-	-	-	-	-	7	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
Full Length (6 AM-7 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

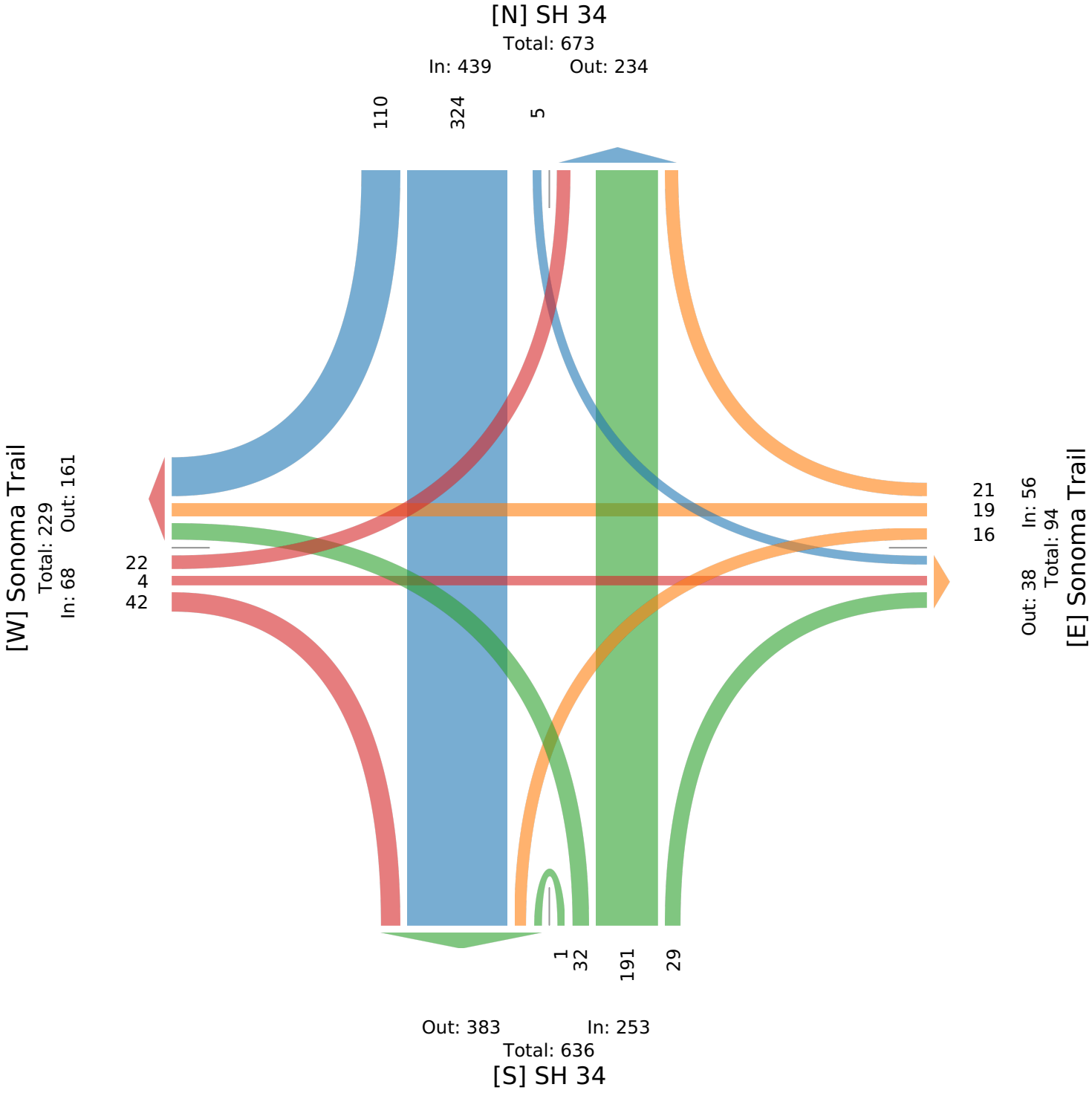
Leg	Sonoma Trail						Sonoma Trail						SH 34						SH 34						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2026-03-26 7:00AM	8	2	3	0	**13**	0	5	8	4	0	**17**	0	3	38	11	0	**52**	0	27	91	0	0	**118**	0	**200**
7:15AM	9	0	3	0	**12**	0	6	4	3	0	**13**	0	6	40	4	0	**50**	0	32	87	0	0	**119**	0	**194**
7:30AM	12	2	5	0	**19**	0	4	3	3	0	**10**	0	13	60	8	0	**81**	0	31	86	5	0	**122**	0	**232**
7:45AM	13	0	11	0	**24**	0	6	4	6	0	**16**	0	7	53	9	1	**70**	0	20	60	0	0	**80**	0	**190**
Total	42	4	22	0	**68**	0	21	19	16	0	**56**	0	29	191	32	1	**253**	0	110	324	5	0	**439**	0	**816**
% Approach	61.8%	5.9%	32.4%	0%	**-**	-	37.5%	33.9%	28.6%	0%	**-**	-	11.5%	75.5%	12.6%	0.4%	**-**	-	25.1%	73.8%	1.1%	0%	**-**	-	-
% Total	5.1%	0.5%	2.7%	0%	**8.3%**	-	2.6%	2.3%	2.0%	0%	**6.9%**	-	3.6%	23.4%	3.9%	0.1%	**31.0%**	-	13.5%	39.7%	0.6%	0%	**53.8%**	-	-
PHF	0.808	0.500	0.500	-	**0.708**	-	0.875	0.594	0.667	-	**0.824**	-	0.558	0.796	0.727	0.250	**0.781**	-	0.859	0.890	0.250	-	**0.900**	-	0.879
Lights	42	4	19	0	**65**	-	16	18	15	0	**49**	-	29	154	30	1	**214**	-	95	291	4	0	**390**	-	718
% Lights	100%	100%	86.4%	0%	**95.6%**	-	76.2%	94.7%	93.8%	0%	**87.5%**	-	100%	80.6%	93.8%	100%	**84.6%**	-	86.4%	89.8%	80.0%	0%	**88.8%**	-	88.0%
Articulated Trucks	0	0	3	0	**3**	-	0	0	0	0	**0**	-	0	25	2	0	**27**	-	14	20	1	0	**35**	-	65
% Articulated Trucks	0%	0%	13.6%	0%	**4.4%**	-	0%	0%	0%	0%	**0%**	-	0%	13.1%	6.3%	0%	**10.7%**	-	12.7%	6.2%	20.0%	0%	**8.0%**	-	8.0%
Buses and Single-Unit Trucks	0	0	0	0	**0**	-	5	1	1	0	**7**	-	0	12	0	0	**12**	-	1	13	0	0	**14**	-	33
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	-	23.8%	5.3%	6.3%	0%	**12.5%**	-	0%	6.3%	0%	0%	**4.7%**	-	0.9%	4.0%	0%	0%	**3.2%**	-	4.0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
Midday Peak (12:30 PM - 1:30 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

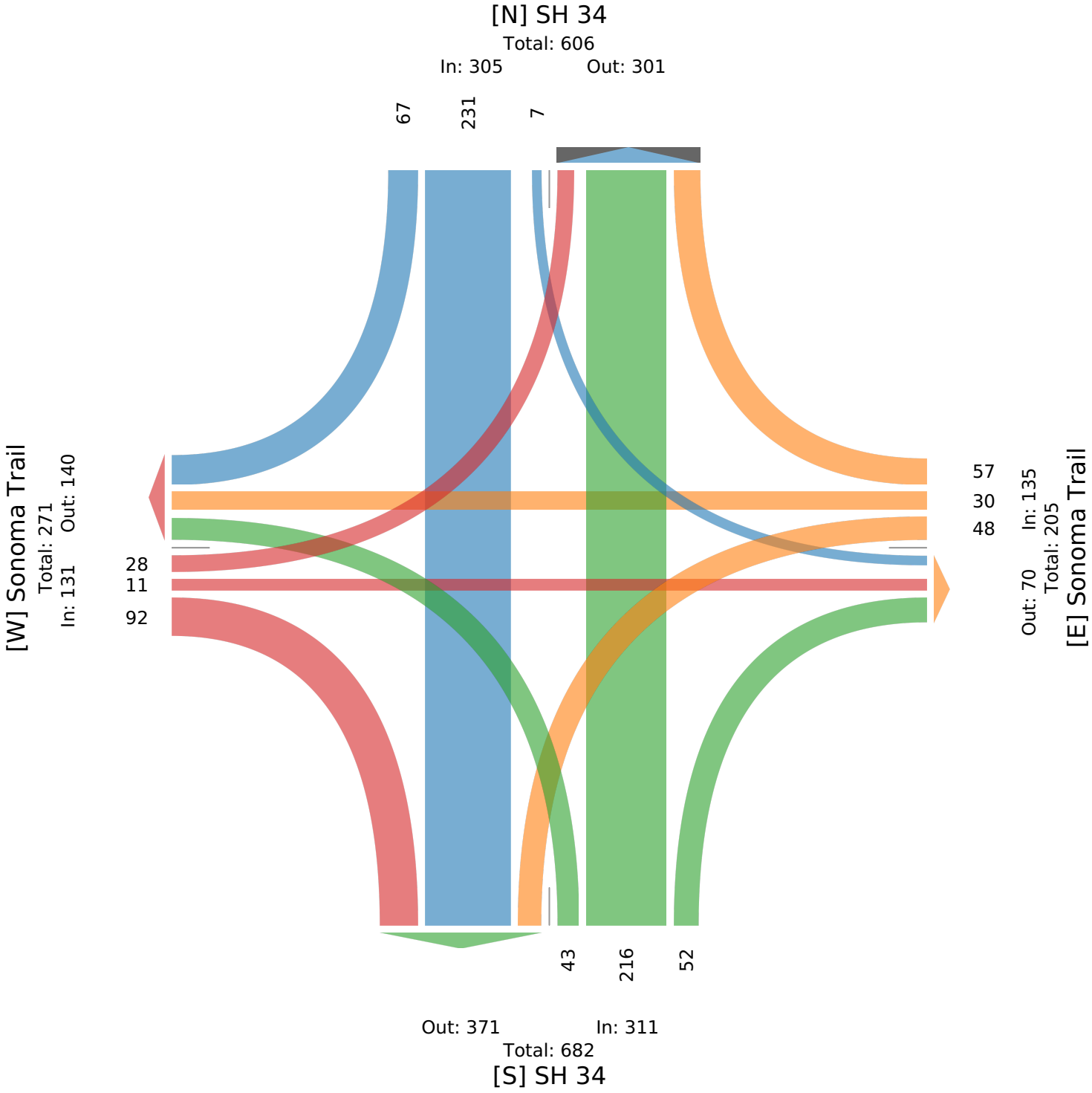
Leg / Direction	Sonoma Trail Eastbound						Sonoma Trail Westbound						SH 34 Northbound						SH 34 Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2026-03-26 12:30PM	21	2	5	0	**28**	0	14	6	15	0	**35**	0	11	58	8	0	**77**	0	17	51	0	0	**68**	0	**208**
12:45PM	25	2	6	0	**33**	0	9	6	12	0	**27**	0	12	56	9	0	**77**	0	15	60	2	0	**77**	0	**214**
1:00PM	28	3	7	0	**38**	0	17	10	7	0	**34**	0	11	52	14	0	**77**	0	15	56	1	0	**72**	0	**221**
1:15PM	18	4	10	0	**32**	0	17	8	14	0	**39**	0	18	50	12	0	**80**	0	20	64	4	0	**88**	0	**239**
Total	92	11	28	0	**131**	0	57	30	48	0	**135**	0	52	216	43	0	**311**	0	67	231	7	0	**305**	0	**882**
% Approach	70.2%	8.4%	21.4%	0%	**-**	-	42.2%	22.2%	35.6%	0%	**-**	-	16.7%	69.5%	13.8%	0%	**-**	-	22.0%	75.7%	2.3%	0%	**-**	-	-
% Total	10.4%	1.2%	3.2%	0%	**14.9%**	-	6.5%	3.4%	5.4%	0%	**15.3%**	-	5.9%	24.5%	4.9%	0%	**35.3%**	-	7.6%	26.2%	0.8%	0%	**34.6%**	-	-
PHF	0.821	0.688	0.700	-	**0.862**	-	0.838	0.750	0.800	-	**0.865**	-	0.722	0.931	0.768	-	**0.972**	-	0.838	0.902	0.438	-	**0.866**	-	0.923
Lights	89	11	27	0	**127**	-	54	29	47	0	**130**	-	52	185	40	0	**277**	-	48	203	7	0	**258**	-	792
% Lights	96.7%	100%	96.4%	0%	**96.9%**	-	94.7%	96.7%	97.9%	0%	**96.3%**	-	100%	85.6%	93.0%	0%	**89.1%**	-	71.6%	87.9%	100%	0%	**84.6%**	-	89.8%
Articulated Trucks	1	0	1	0	**2**	-	0	0	0	0	**0**	-	0	25	1	0	**26**	-	18	14	0	0	**32**	-	60
% Articulated Trucks	1.1%	0%	3.6%	0%	**1.5%**	-	0%	0%	0%	0%	**0%**	-	0%	11.6%	2.3%	0%	**8.4%**	-	26.9%	6.1%	0%	0%	**10.5%**	-	6.8%
Buses and Single-Unit Trucks	2	0	0	0	**2**	-	3	1	1	0	**5**	-	0	6	2	0	**8**	-	1	14	0	0	**15**	-	30
% Buses and Single-Unit Trucks	2.2%	0%	0%	0%	**1.5%**	-	5.3%	3.3%	2.1%	0%	**3.7%**	-	0%	2.8%	4.7%	0%	**2.6%**	-	1.5%	6.1%	0%	0%	**4.9%**	-	3.4%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
Midday Peak (12:30 PM - 1:30 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. SH 34 at Sonoma Trail - TMC

Thu Mar 26, 2026
PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

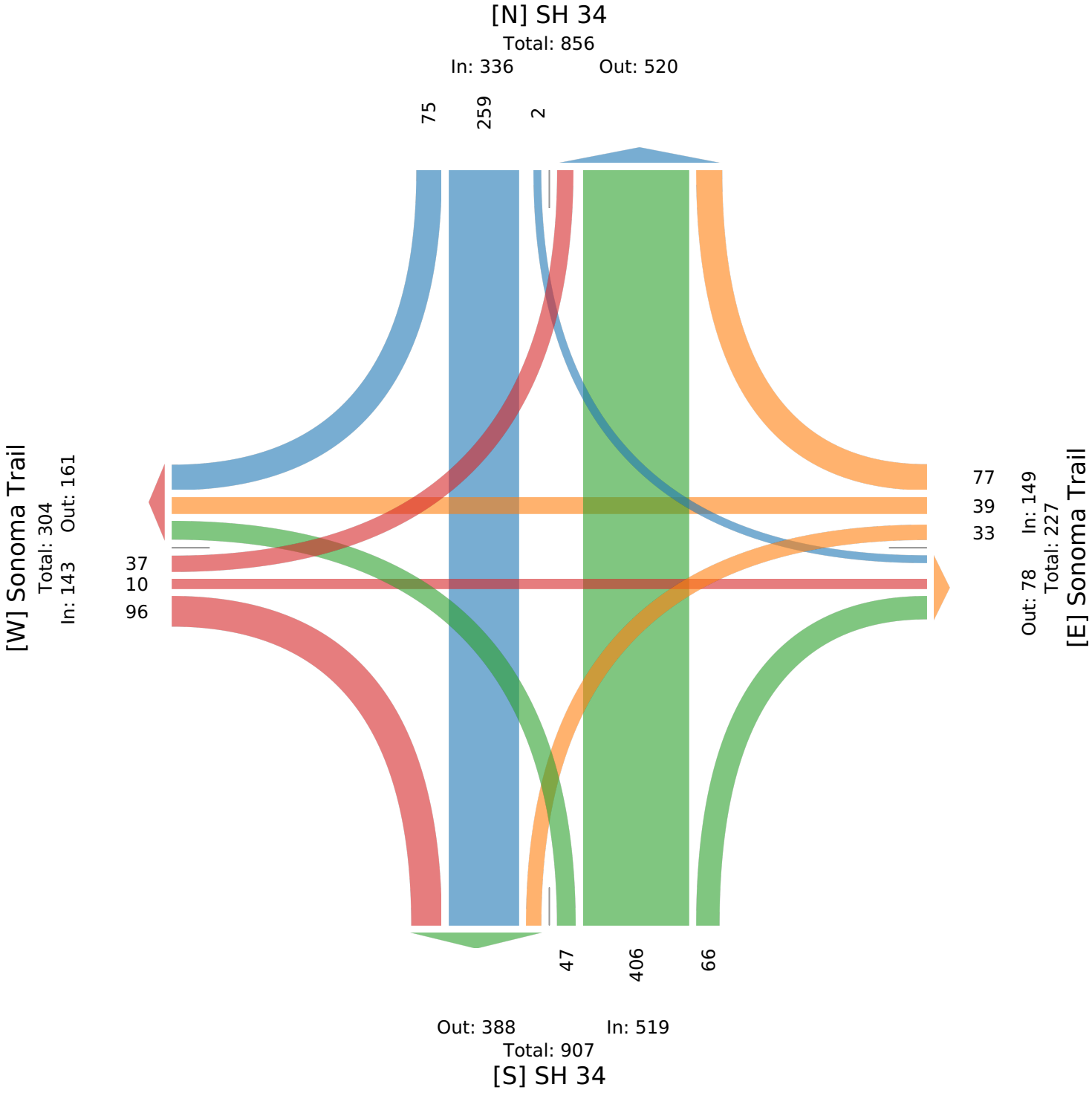
Leg	Sonoma Trail						Sonoma Trail						SH 34						SH 34						
Direction	Eastbound						Westbound						Northbound						Southbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2026-03-26 4:15PM	26	4	8	0	**38**	0	25	13	9	0	**47**	0	23	94	8	0	**125**	0	21	73	0	0	**94**	0	**304**
4:30PM	22	1	9	0	**32**	0	19	12	8	0	**39**	0	16	110	20	0	**146**	0	17	65	0	0	**82**	0	**299**
4:45PM	21	3	14	0	**38**	0	15	8	9	0	**32**	0	12	102	10	0	**124**	0	13	56	2	0	**71**	0	**265**
5:00PM	27	2	6	0	**35**	0	18	6	7	0	**31**	0	15	100	9	0	**124**	0	24	65	0	0	**89**	0	**279**
Total	96	10	37	0	**143**	0	77	39	33	0	**149**	0	66	406	47	0	**519**	0	75	259	2	0	**336**	0	**1147**
% Approach	67.1%	7.0%	25.9%	0%	**-**	-	51.7%	26.2%	22.1%	0%	**-**	-	12.7%	78.2%	9.1%	0%	**-**	-	22.3%	77.1%	0.6%	0%	**-**	-	-
% Total	8.4%	0.9%	3.2%	0%	**12.5%**	-	6.7%	3.4%	2.9%	0%	**13.0%**	-	5.8%	35.4%	4.1%	0%	**45.2%**	-	6.5%	22.6%	0.2%	0%	**29.3%**	-	-
PHF	0.889	0.625	0.661	-	**0.941**	-	0.770	0.750	0.917	-	**0.793**	-	0.717	0.923	0.588	-	**0.889**	-	0.781	0.887	0.250	-	**0.894**	-	0.943
Lights	93	10	37	0	**140**	-	71	39	32	0	**142**	-	63	383	45	0	**491**	-	68	235	2	0	**305**	-	1078
% Lights	96.9%	100%	100%	0%	**97.9%**	-	92.2%	100%	97.0%	0%	**95.3%**	-	95.5%	94.3%	95.7%	0%	**94.6%**	-	90.7%	90.7%	100%	0%	**90.8%**	-	94.0%
Articulated Trucks	1	0	0	0	**1**	-	2	0	0	0	**2**	-	0	16	0	0	**16**	-	4	18	0	0	**22**	-	41
% Articulated Trucks	1.0%	0%	0%	0%	**0.7%**	-	2.6%	0%	0%	0%	**1.3%**	-	0%	3.9%	0%	0%	**3.1%**	-	5.3%	6.9%	0%	0%	**6.5%**	-	3.6%
Buses and Single-Unit Trucks	2	0	0	0	**2**	-	4	0	1	0	**5**	-	3	7	2	0	**12**	-	3	6	0	0	**9**	-	28
% Buses and Single-Unit Trucks	2.1%	0%	0%	0%	**1.4%**	-	5.2%	0%	3.0%	0%	**3.4%**	-	4.5%	1.7%	4.3%	0%	**2.3%**	-	4.0%	2.3%	0%	0%	**2.7%**	-	2.4%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. SH 34 at Sonoma Trail - TMC

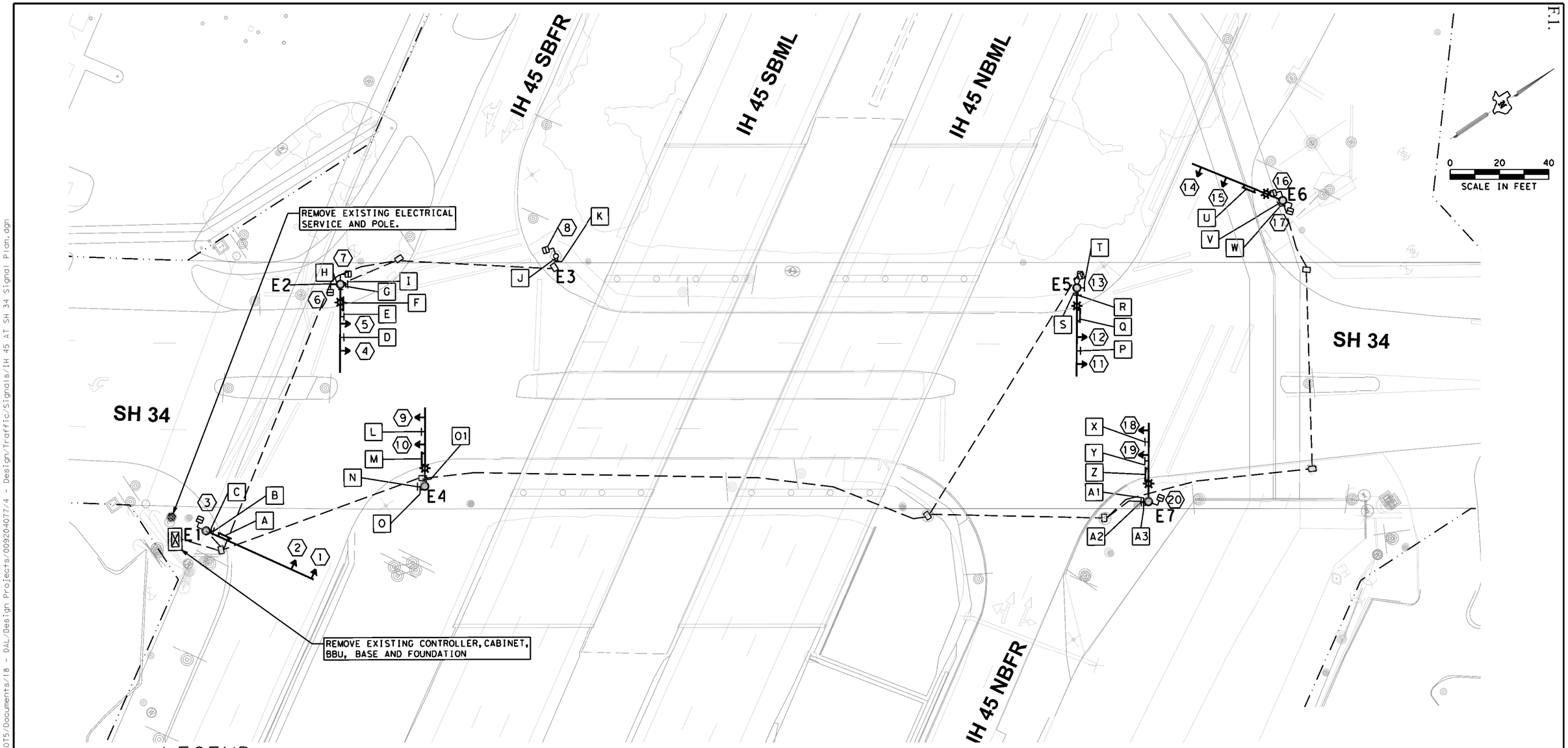
Thu Mar 26, 2026
PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1387744, Location: 32.33618, -96.614329

Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



C. TXDOT SCHEMATICS

FILE: pw://txdot.projectwiseonline.com:TXDOT5/Documents/18 - DAL/Design Projects/009204077/4 - Design/Traffic/Signals/IH 45 AT SH 34 Signal Plan.dgn



LEGEND

- EXISTING MAST ARM SIGNAL WITH SIGNAL HEAD NUMBERS TO BE REMOVED
- EXISTING PED POLE WITH LED COUNTDOWN AND PED CALL TO BE REMOVED
- EXISTING CONDUIT
- EXISTING GROUND BOX
- ROW — RIGHT OF WAY
- EXISTING SIGNAL POLE NUMBER
- A — SIGN LABEL

EXISTING SIGNS

1200 E Ennis Ave 1100 D3-1G 18"× 90"		1100 E Ennis Ave 1200 D3-1G 18"× 90"		100 IH 45 100 D3-1G 18"× 72"					
A		U		F	M	Q	Z		
R9-3 24"× 24"		ONE WAY R6-2L 30"× 36"		ONE WAY R6-2R 30"× 36"		LEFT TURN YIELD ON GREEN R10-12 30"× 36"		PUSH BUTTON ON R10-4bR 9"×12"	
B	K	E	I	L	N	D	X	C	H
O	O1	Y	A2	P	T			S	V
R	A3								

PUSH BUTTON ON R10-4bL 9"×12"			
G	J		
W	A1		

EXISTING SIGNAL HEADS

H3: 1, 2, 10, 12, 14, 15

H5LT: 4, 18

H3A: 5, 9, 11, 19

PED SIGNAL: 3, 6, 7, 8, 13, 16, 17, 20

STATE OF TEXAS
CODY R. YEAROUT
139576
LICENSED PROFESSIONAL ENGINEER

Cody R. Yearout, P.E. 7/30/2024
Digitally signed by CODY R YEAROUT, P.E. Date

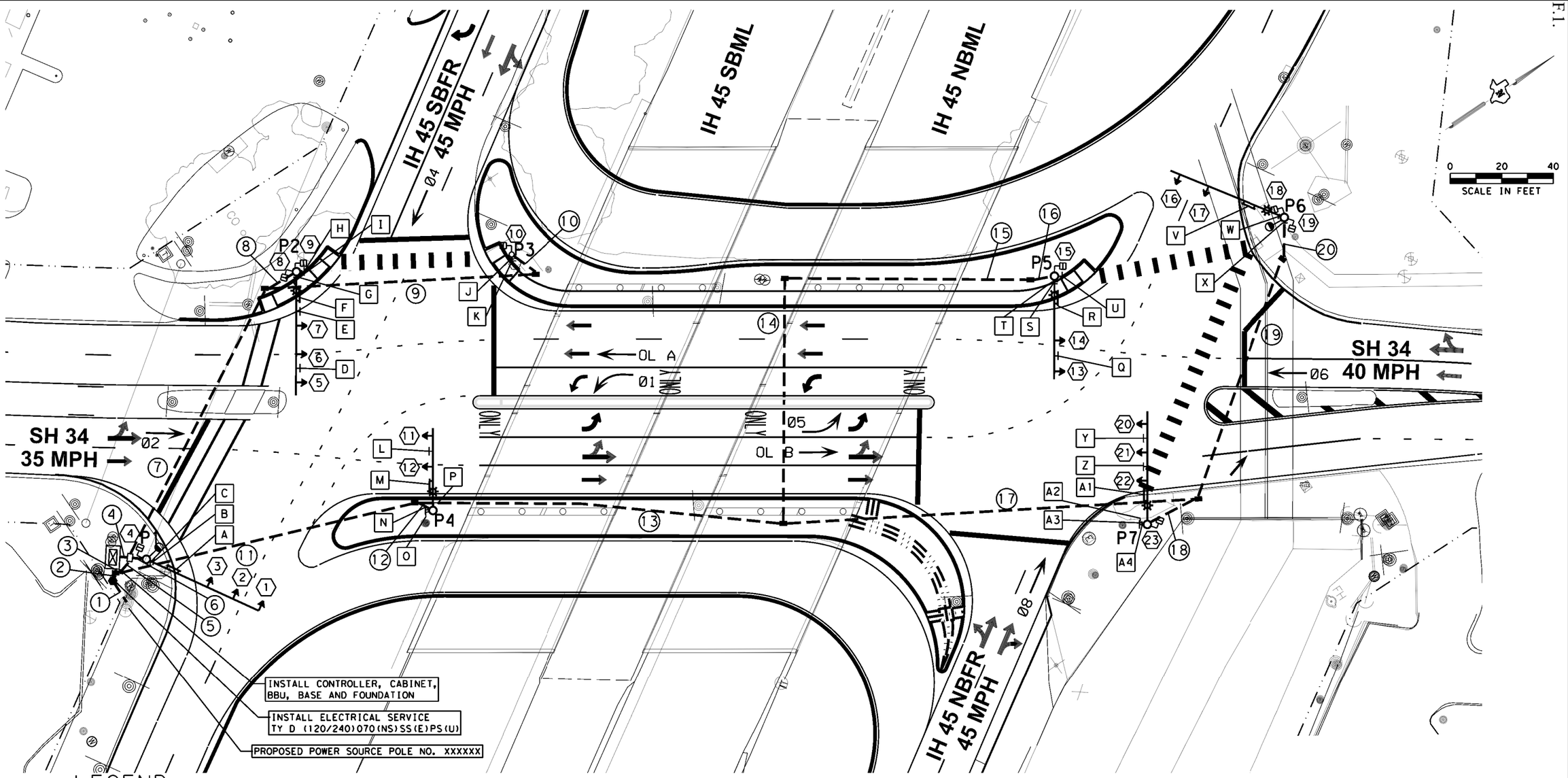
Texas Department of Transportation
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IH 45
EXISTING TRAFFIC SIGNAL LAYOUT

SCALE: 1"=40' SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
CY	6	(SEE TITLE SHEET)		IH 45
GRAPHICS CY	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK CY	TEXAS	DAL	ELLIS	
CHECK EF	CONTROL	SECTION	JOB	
	0092	04	077	164

FILE: pw://txdot.projectwiseonline.com:TXDOT5/Documents/18 - DAL/Design Projects/009204077/4 - Design/Traffic/Signals/IH 45 AT SH 34 Signal Plan.dgn



LEGEND

- PROPOSED MAST ARM SIGNAL WITH SIGNAL HEAD NUMBERS, 250 WATT EQ LED LUMINAIRE
- PED POLE WITH LED COUNTDOWN AND PED CALL
- CONDUIT WITH RUN NUMBER
- PROPOSED TYPE D GROUND BOX
- PROPOSED TYPE C GROUND BOX
- ROW — RIGHT OF WAY
- P1 — SIGNAL POLE NUMBER
- A — SIGN LABEL
- PROPOSED OPTICOM SENSOR

PROPOSED SIGNS

A — D3-1G 18"× 78" — E 1200 Ennis Ave 1100

V — D3-1G 18"× 78" — E 1100 Ennis Ave 1200

F M R A1 — D3-1G 18"× 72" — 100 IH 45 100

B K O P S A3 — R9-3 24"× 24"

E H Z A2 — R6-2L ONE WAY 30"× 36"

L N Q U — R6-2R ONE WAY 30"× 36"

D Y — R10-17T LEFT TURN YIELD ON FLASHING YELLOW ARROW 36"× 42"

C G T W — R10-3eR 9"×15"

I J X A4 — R10-3eL 9"×15"

STATE OF TEXAS
CODY R. YEAROUT
139576
LICENSED PROFESSIONAL ENGINEER

Cody R. Yearout, P.E. 7/30/2024
Digitally signed by CODY R YEAROUT, P.E. Date

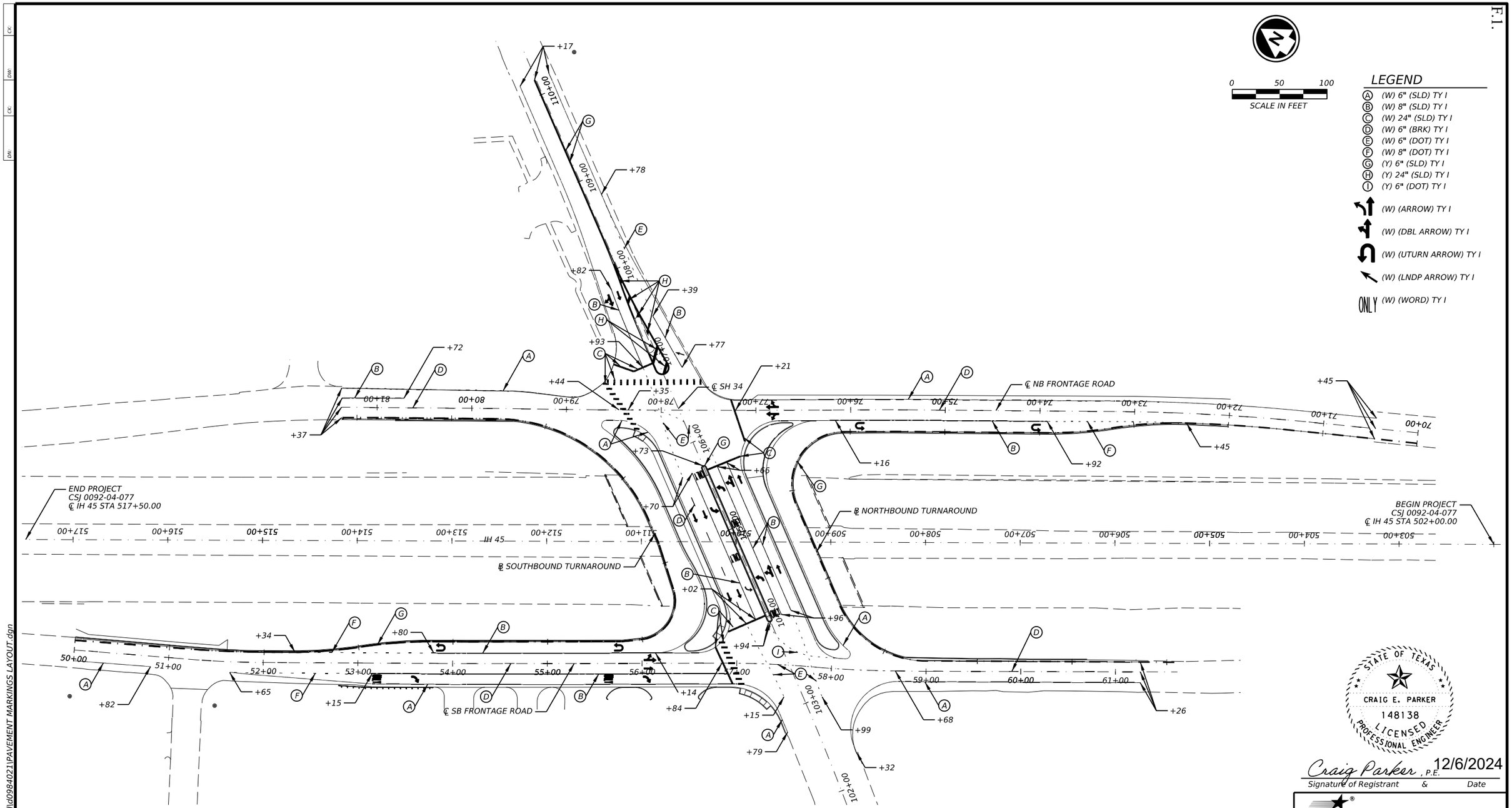
Texas Department of Transportation
©2024

IH 45
PROPOSED TRAFFIC SIGNAL LAYOUT

SCALE: 1"=40' SHEET 1 OF 3

DESIGN	FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
CY	6	(SEE TITLE SHEET)		IH 45
GRAPHICS CY	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK CY	TEXAS	DAL	ELLIS	
CHECK EF	CONTROL 0092	SECTION 04	JOB 077	171

F.1.



STATE OF TEXAS
CRAIG E. PARKER
148138
LICENSED
PROFESSIONAL ENGINEER

Craig Parker, P.E. 12/6/2024
Signature of Registrant & Date

Texas Department of Transportation

IH 45

PAVEMENT MARKINGS LAYOUT

SHEET 1 OF 1

CONT	SECT	JOB	HIGHWAY
0092	04	077	IH 45
DIST	COUNTY		SHEET NO.
DAL	ELLIS		177

DATE: 12/4/2024 3:48:28 PM
FILE: c:\txdot\pw_online\txdot5\julia.campbell\d0984021\PAVEMENT MARKINGS LAYOUT.dgn

D. NCHRP REPORT 457 SPREADSHEETS

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadw ay

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	167
Right-turn volume, veh/h:	20

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	108803
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

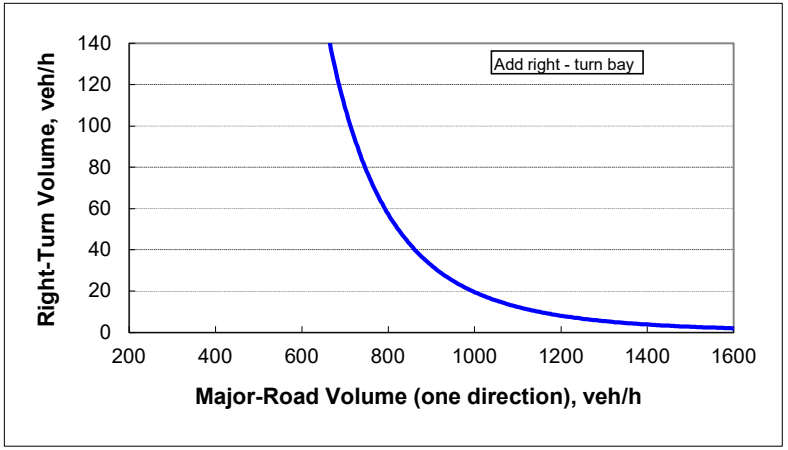


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadw ay

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	160
Right-turn volume, veh/h:	49

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	133739
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

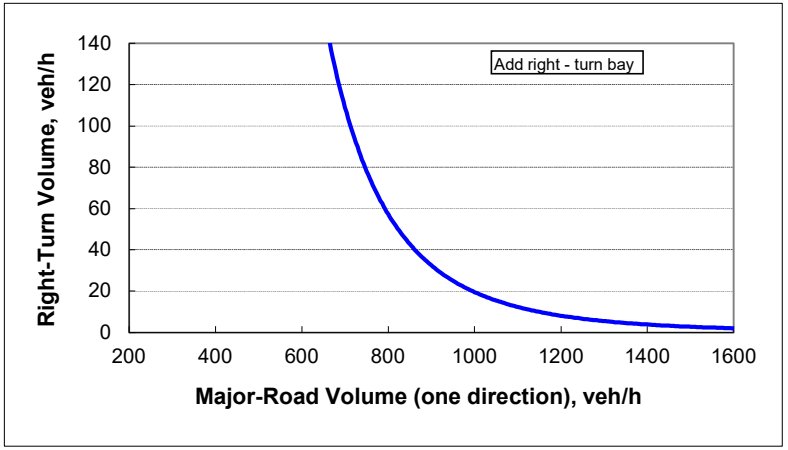


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadw ay

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	228
Right-turn volume, veh/h:	61

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	24267
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

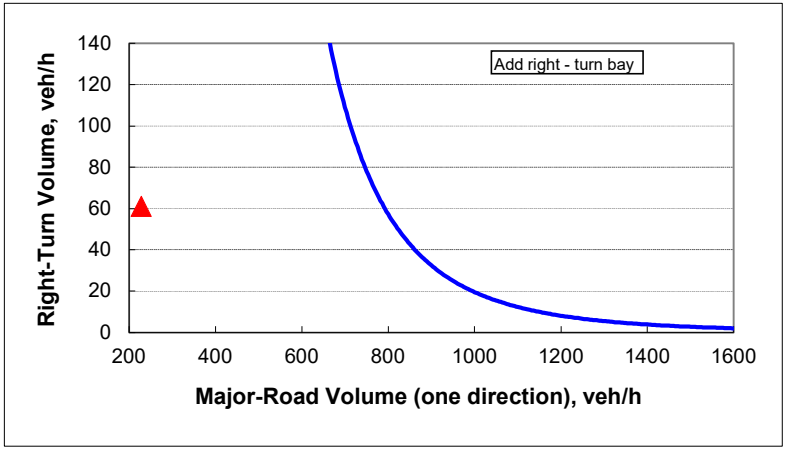


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

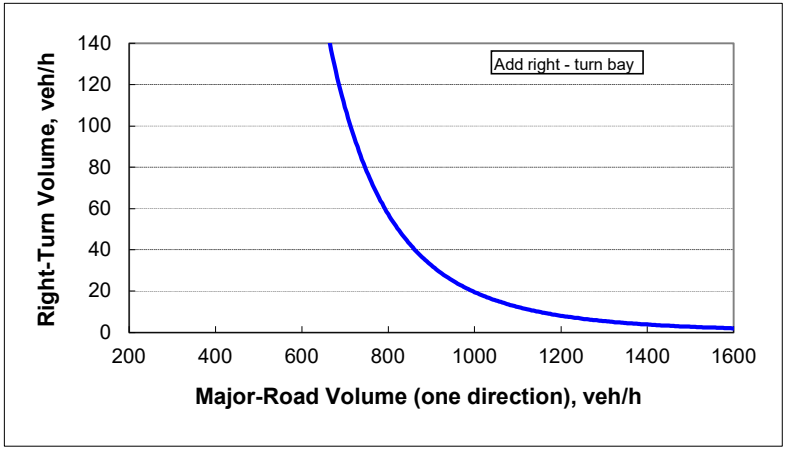
INPUT

Roadway geometry:	2-lane roadw ay

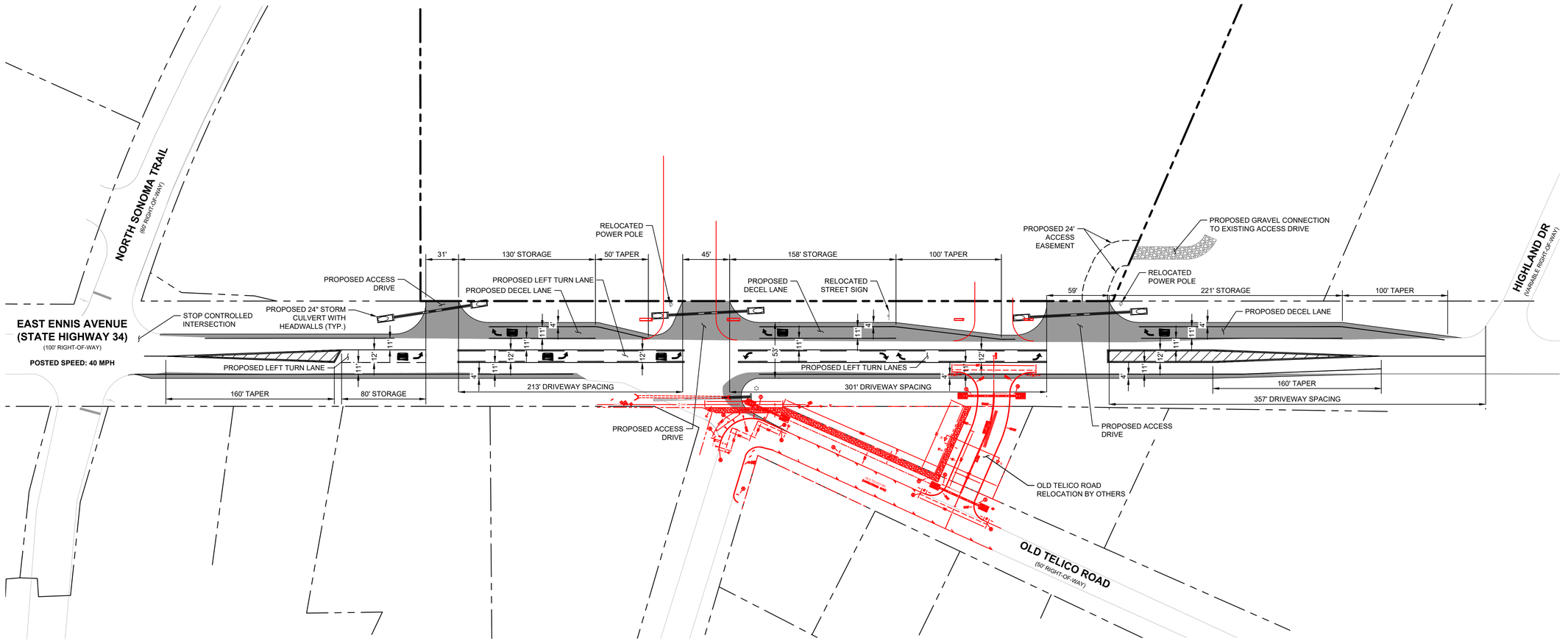
Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	306
Right-turn volume, veh/h:	146

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	5878
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



E. TXDOT EXHIBIT

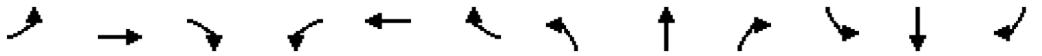


TXDOT EXHIBIT
N SONOMA TRAIL & ENNIS AVENUE
CITY OF ENNIS, TX

DATE: 10/29/2025

Kimley»Horn

F. SYNCHRO OUTPUT SHEETS



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	290	122	156	515	0	0	0	0	132	52	46
Future Volume (vph)	0	290	122	156	515	0	0	0	0	132	52	46
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0						6.0	
Lane Util. Factor		0.95			0.95						1.00	
Frt		0.96			1.00						0.97	
Flt Protected		1.00			0.99						0.97	
Satd. Flow (prot)		3254			3366						1695	
Flt Permitted		1.00			0.67						0.97	
Satd. Flow (perm)		3254			2271						1695	
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	0	302	127	162	536	0	0	0	0	138	54	48
RTOR Reduction (vph)	0	39	0	0	0	0	0	0	0	0	8	0
Lane Group Flow (vph)	0	390	0	0	699	0	0	0	0	0	232	0
Heavy Vehicles (%)	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Turn Type		NA		D.P+P	NA					Perm	NA	
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		
Actuated Green, G (s)		17.8			47.4						25.9	
Effective Green, g (s)		17.8			47.4						25.9	
Actuated g/C Ratio		0.19			0.52						0.28	
Clearance Time (s)		6.0										
Vehicle Extension (s)		2.0										
Lane Grp Cap (vph)		634			1534						480	
v/s Ratio Prot		c0.12			c0.15							
v/s Ratio Perm					0.09						0.14	
v/c Ratio		0.62			0.46						0.48	
Uniform Delay, d1		33.6			13.8						27.1	
Progression Factor		1.00			0.33						1.00	
Incremental Delay, d2		1.3			0.1						0.3	
Delay (s)		34.9			4.7						27.4	
Level of Service		C			A						C	
Approach Delay (s/veh)		34.9			4.7			0.0			27.4	
Approach LOS		C			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	18.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.55		
Actuated Cycle Length (s)	91.3	Sum of lost time (s)	24.0
Intersection Capacity Utilization	58.5%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	218	246	0	0	405	46	251	101	99	0	0	0
Future Volume (vph)	218	246	0	0	405	46	251	101	99	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0			6.0				
Lane Util. Factor		0.95			0.95			0.95				
Frt		1.00			0.98			0.97				
Flt Protected		0.98			1.00			0.97				
Satd. Flow (prot)		3236			3262			3116				
Flt Permitted		0.58			1.00			0.97				
Satd. Flow (perm)		1933			3262			3116				
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	225	254	0	0	418	47	259	104	102	0	0	0
RTOR Reduction (vph)	0	0	0	0	7	0	0	22	0	0	0	0
Lane Group Flow (vph)	0	479	0	0	458	0	0	443	0	0	0	0
Heavy Vehicles (%)	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)		47.5			18.2			25.8				
Effective Green, g (s)		47.5			18.2			25.8				
Actuated g/C Ratio		0.52			0.20			0.28				
Clearance Time (s)					6.0							
Vehicle Extension (s)					2.0							
Lane Grp Cap (vph)		1423			650			880				
v/s Ratio Prot		c0.11			c0.14							
v/s Ratio Perm		0.07						0.14				
v/c Ratio		0.34			0.70			0.50				
Uniform Delay, d1		12.7			34.0			27.4				
Progression Factor		0.41			1.00			1.00				
Incremental Delay, d2		0.0			2.8			0.2				
Delay (s)		5.2			36.9			27.6				
Level of Service		A			D			C				
Approach Delay (s/veh)		5.2			36.9			27.6			0.0	
Approach LOS		A			D			C			A	

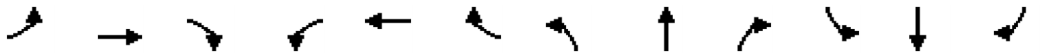
Intersection Summary			
HCM 2000 Control Delay (s/veh)	23.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.53		
Actuated Cycle Length (s)	91.3	Sum of lost time (s)	24.0
Intersection Capacity Utilization	54.7%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	243	36	1	348	90	6	11	1	19	2	56
Future Volume (Veh/h)	40	243	36	1	348	90	6	11	1	19	2	56
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	43	259	38	1	370	96	6	12	1	20	2	60
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)		647										
pX, platoon unblocked				0.94			0.94	0.94	0.94	0.94	0.94	
vC, conflicting volume	466			297			845	832	278	791	803	418
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	466			215			800	786	194	742	755	418
tC, single (s)	4.2			4.2			7.2	6.6	6.3	7.2	6.6	6.3
tC, 2 stage (s)												
tF (s)	2.3			2.3			3.6	4.1	3.4	3.6	4.1	3.4
p0 queue free %	96			100			97	96	100	93	99	90
cM capacity (veh/h)	1040			1210			236	279	767	278	291	612

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	340	467	19	82
Volume Left	43	1	6	20
Volume Right	38	96	1	60
cSH	1040	1210	273	464
Volume to Capacity	0.04	0.00*	0.07	0.18
Queue Length 95th (ft)	3	0	6	16
Control Delay (s/veh)	1.5	0.0	19.2	14.4
Lane LOS	A	A	C	B
Approach Delay (s/veh)	1.5	0.0	19.2	14.4
Approach LOS			C	B

Intersection Summary				
Average Delay	2.3			
Intersection Capacity Utilization	56.6%	ICU Level of Service	B	
Analysis Period (min)	15			

* Value less than 0.01.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	471	91	178	463	0	0	0	0	251	74	42
Future Volume (vph)	0	471	91	178	463	0	0	0	0	251	74	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0						6.0	
Lane Util. Factor		0.95			0.95						1.00	
Frt		0.98			1.00						0.98	
Flt Protected		1.00			0.99						0.97	
Satd. Flow (prot)		3420			3457						1756	
Flt Permitted		1.00			0.59						0.97	
Satd. Flow (perm)		3420			2057						1756	
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	0	481	93	182	472	0	0	0	0	256	76	43
RTOR Reduction (vph)	0	14	0	0	0	0	0	0	0	0	4	0
Lane Group Flow (vph)	0	560	0	0	654	0	0	0	0	0	371	0
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type		NA		D.P+P	NA					Perm	NA	
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		
Actuated Green, G (s)		22.7			51.8						23.4	
Effective Green, g (s)		22.7			51.8						23.4	
Actuated g/C Ratio		0.24			0.56						0.25	
Clearance Time (s)		6.0										
Vehicle Extension (s)		2.0										
Lane Grp Cap (vph)		832			1580						440	
v/s Ratio Prot		c0.16			c0.13							
v/s Ratio Perm					0.10						0.21	
v/c Ratio		0.67			0.41						0.84	
Uniform Delay, d1		31.9			11.9						33.2	
Progression Factor		1.00			0.44						1.00	
Incremental Delay, d2		1.7			0.1						13.2	
Delay (s)		33.6			5.3						46.4	
Level of Service		C			A						D	
Approach Delay (s/veh)		33.6			5.3			0.0			46.4	
Approach LOS		C			A			A			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	25.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	93.2	Sum of lost time (s)	24.0
Intersection Capacity Utilization	69.2%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	284	424	0	0	411	32	240	131	132	0	0	0
Future Volume (vph)	284	424	0	0	411	32	240	131	132	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0			6.0				
Lane Util. Factor		0.95			0.95			0.95				
Frt		1.00			0.99			0.96				
Flt Protected		0.98			1.00			0.98				
Satd. Flow (prot)		3436			3467			3288				
Flt Permitted		0.61			1.00			0.98				
Satd. Flow (perm)		2126			3467			3288				
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	287	428	0	0	415	32	242	132	133	0	0	0
RTOR Reduction (vph)	0	0	0	0	5	0	0	28	0	0	0	0
Lane Group Flow (vph)	0	715	0	0	442	0	0	479	0	0	0	0
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)		50.8			18.9			24.4				
Effective Green, g (s)		50.8			18.9			24.4				
Actuated g/C Ratio		0.55			0.20			0.26				
Clearance Time (s)					6.0							
Vehicle Extension (s)					2.0							
Lane Grp Cap (vph)		1607			703			860				
v/s Ratio Prot		c0.15			c0.13							
v/s Ratio Perm		0.09						0.15				
v/c Ratio		0.44			0.63			0.56				
Uniform Delay, d1		12.7			33.9			29.7				
Progression Factor		0.35			1.00			1.00				
Incremental Delay, d2		0.1			1.3			0.4				
Delay (s)		4.5			35.2			30.2				
Level of Service		A			D			C				
Approach Delay (s/veh)		4.5			35.2			30.2			0.0	
Approach LOS		A			D			C			A	

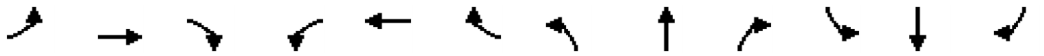
Intersection Summary			
HCM 2000 Control Delay (s/veh)	20.5	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.57		
Actuated Cycle Length (s)	93.2	Sum of lost time (s)	24.0
Intersection Capacity Utilization	62.2%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	47	452	43	6	296	58	8	2	28	52	7	91
Future Volume (Veh/h)	47	452	43	6	296	58	8	2	28	52	7	91
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	49	476	45	6	312	61	8	2	29	55	7	96
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)		647										
pX, platoon unblocked				0.87			0.87	0.87	0.87	0.87	0.87	
vC, conflicting volume	373			521			1051	982	499	981	974	343
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	373			372			982	903	346	902	893	343
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	96			99			95	99	95	73	97	86
cM capacity (veh/h)	1175			1020			159	228	601	203	230	696

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	570	379	39	158
Volume Left	49	6	8	55
Volume Right	45	61	29	96
cSH	1175	1020	364	359
Volume to Capacity	0.04	0.00*	0.11	0.44
Queue Length 95th (ft)	3	0	9	54
Control Delay (s/veh)	1.2	0.2	16.1	22.6
Lane LOS	A	A	C	C
Approach Delay (s/veh)	1.2	0.2	16.1	22.6
Approach LOS			C	C

Intersection Summary			
Average Delay	4.3		
Intersection Capacity Utilization	73.1%	ICU Level of Service	D
Analysis Period (min)	15		

* Value less than 0.01.

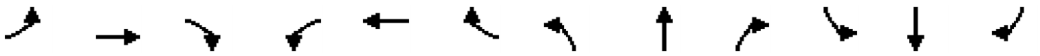


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	302	127	162	536	0	0	0	0	137	54	48
Future Volume (vph)	0	302	127	162	536	0	0	0	0	137	54	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.96		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.97	1.00
Satd. Flow (prot)		3255		1703	3406						3288	1524
Flt Permitted		1.00		0.38	1.00						0.97	1.00
Satd. Flow (perm)		3255		684	3406						3288	1524
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	0	315	132	169	558	0	0	0	0	143	56	50
RTOR Reduction (vph)	0	38	0	0	0	0	0	0	0	0	0	38
Lane Group Flow (vph)	0	409	0	169	558	0	0	0	0	0	199	12
Heavy Vehicles (%)	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		17.1		45.4	51.4						19.4	19.4
Effective Green, g (s)		17.1		45.4	51.4						19.4	19.4
Actuated g/C Ratio		0.21		0.55	0.62						0.23	0.23
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		672		723	2114						770	357
v/s Ratio Prot		c0.13		0.08	c0.16							
v/s Ratio Perm				0.05							0.06	0.01
v/c Ratio		0.61		0.23	0.26						0.26	0.03
Uniform Delay, d1		29.8		9.5	7.1						25.8	24.5
Progression Factor		1.00		0.25	0.34						1.00	1.00
Incremental Delay, d2		1.1		0.1	0.0						0.1	0.0
Delay (s)		30.9		2.4	2.4						25.9	24.5
Level of Service		C		A	A						C	C
Approach Delay (s/veh)		30.9			2.4			0.0			25.6	
Approach LOS		C			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	15.4	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.40		
Actuated Cycle Length (s)	82.8	Sum of lost time (s)	24.0
Intersection Capacity Utilization	41.9%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	227	256	0	0	421	48	261	105	103	0	0	0
Future Volume (vph)	227	256	0	0	421	48	261	105	103	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.98			0.97				
Flt Protected	0.95	0.99			1.00			0.97				
Satd. Flow (prot)	1507	3131			3262			3116				
Flt Permitted	0.35	0.73			1.00			0.97				
Satd. Flow (perm)	555	2309			3262			3116				
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	234	264	0	0	434	49	269	108	106	0	0	0
RTOR Reduction (vph)	0	0	0	0	7	0	0	21	0	0	0	0
Lane Group Flow (vph)	140	358	0	0	476	0	0	462	0	0	0	0
Heavy Vehicles (%)	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	39.8	39.8			17.7			25.0				
Effective Green, g (s)	39.8	39.8			17.7			25.0				
Actuated g/C Ratio	0.48	0.48			0.21			0.30				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	520	1329			697			940				
v/s Ratio Prot	0.07	c0.07			c0.15							
v/s Ratio Perm	0.06	0.06						0.15				
v/c Ratio	0.27	0.27			0.68			0.49				
Uniform Delay, d1	12.5	12.8			30.0			23.7				
Progression Factor	0.29	0.32			1.00			1.00				
Incremental Delay, d2	0.1	0.0			2.2			0.1				
Delay (s)	3.7	4.2			32.2			23.8				
Level of Service	A	A			C			C				
Approach Delay (s/veh)		4.0			32.2			23.8			0.0	
Approach LOS		A			C			C			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	19.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	82.8	Sum of lost time (s)	24.0
Intersection Capacity Utilization	41.9%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

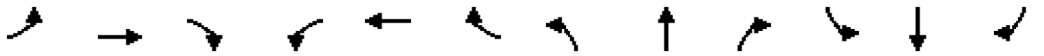


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	42	253	37	1	362	94	6	11	1	20	2	58
Future Volume (Veh/h)	42	253	37	1	362	94	6	11	1	20	2	58
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	45	269	39	1	385	100	6	12	1	21	2	62
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)		647										
pX, platoon unblocked				0.93			0.93	0.93	0.93	0.93	0.93	
vC, conflicting volume	485			308			879	866	289	823	835	435
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	485			218			832	818	197	771	785	435
tC, single (s)	4.2			4.2			7.2	6.6	6.3	7.2	6.6	6.3
tC, 2 stage (s)												
tF (s)	2.3			2.3			3.6	4.1	3.4	3.6	4.1	3.4
p0 queue free %	96			100			97	95	100	92	99	90
cM capacity (veh/h)	1023			1198			221	265	760	263	277	598

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	353	486	19	85
Volume Left	45	1	6	21
Volume Right	39	100	1	62
cSH	1023	1198	258	446
Volume to Capacity	0.04	0.00*	0.07	0.19
Queue Length 95th (ft)	3	0	6	17
Control Delay (s/veh)	1.5	0.0	20.1	15.0
Lane LOS	A	A	C	B
Approach Delay (s/veh)	1.5	0.0	20.1	15.0
Approach LOS			C	B

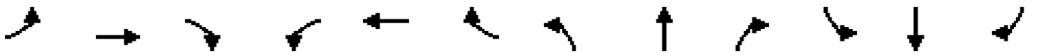
Intersection Summary				
Average Delay	2.3			
Intersection Capacity Utilization	58.5%	ICU Level of Service		B
Analysis Period (min)	15			

* Value less than 0.01.



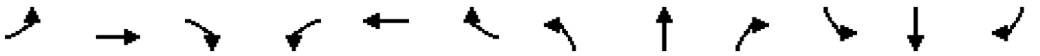
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	490	95	185	482	0	0	0	0	261	77	44
Future Volume (vph)	0	490	95	185	482	0	0	0	0	261	77	44
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.98		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.96	1.00
Satd. Flow (prot)		3419		1752	3505						3375	1568
Flt Permitted		1.00		0.27	1.00						0.96	1.00
Satd. Flow (perm)		3419		493	3505						3375	1568
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	0	500	97	189	492	0	0	0	0	266	79	45
RTOR Reduction (vph)	0	14	0	0	0	0	0	0	0	0	0	34
Lane Group Flow (vph)	0	583	0	189	492	0	0	0	0	0	345	11
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		22.5		51.0	57.0						21.6	21.6
Effective Green, g (s)		22.5		51.0	57.0						21.6	21.6
Actuated g/C Ratio		0.25		0.56	0.63						0.24	0.24
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		849		673	2205						804	373
v/s Ratio Prot		c0.17		c0.09	0.14							
v/s Ratio Perm				0.07							0.10	0.01
v/c Ratio		0.69		0.28	0.22						0.43	0.03
Uniform Delay, d1		30.9		10.2	7.2						29.3	26.5
Progression Factor		1.00		0.31	0.31						1.00	1.00
Incremental Delay, d2		1.9		0.1	0.0						0.1	0.0
Delay (s)		32.7		3.2	2.3						29.4	26.5
Level of Service		C		A	A						C	C
Approach Delay (s/veh)		32.7			2.5			0.0			29.1	
Approach LOS		C			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	19.5	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.49		
Actuated Cycle Length (s)	90.6	Sum of lost time (s)	24.0
Intersection Capacity Utilization	51.5%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	295	441	0	0	428	33	250	136	137	0	0	0
Future Volume (vph)	295	441	0	0	428	33	250	136	137	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.99			0.96				
Flt Protected	0.95	0.99			1.00			0.98				
Satd. Flow (prot)	1595	3329			3468			3289				
Flt Permitted	0.34	0.79			1.00			0.98				
Satd. Flow (perm)	577	2647			3468			3289				
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	298	445	0	0	432	33	253	137	138	0	0	0
RTOR Reduction (vph)	0	0	0	0	5	0	0	28	0	0	0	0
Lane Group Flow (vph)	206	537	0	0	460	0	0	500	0	0	0	0
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	48.3	48.3			18.4			24.3				
Effective Green, g (s)	48.3	48.3			18.4			24.3				
Actuated g/C Ratio	0.53	0.53			0.20			0.27				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	643	1636			704			882				
v/s Ratio Prot	0.11	c0.11			c0.13							
v/s Ratio Perm	0.07	0.07						0.15				
v/c Ratio	0.32	0.33			0.65			0.57				
Uniform Delay, d1	11.6	12.0			33.2			28.6				
Progression Factor	0.21	0.22			1.00			1.00				
Incremental Delay, d2	0.1	0.0			1.7			0.5				
Delay (s)	2.5	2.7			34.8			29.1				
Level of Service	A	A			C			C				
Approach Delay (s/veh)		2.6			34.8			29.1			0.0	
Approach LOS		A			C			C			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	19.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.53		
Actuated Cycle Length (s)	90.6	Sum of lost time (s)	24.0
Intersection Capacity Utilization	51.5%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

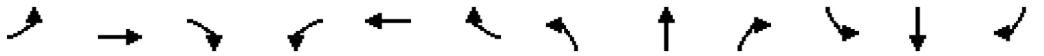


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	49	470	45	6	308	60	8	2	29	54	7	95
Future Volume (Veh/h)	49	470	45	6	308	60	8	2	29	54	7	95
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	52	495	47	6	324	63	8	2	31	57	7	100
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)		647										
pX, platoon unblocked				0.88			0.88	0.88	0.88	0.88	0.88	
vC, conflicting volume	387			542			1094	1022	519	1022	1014	356
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	387			407			1036	954	380	955	945	356
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	96			99			95	99	95	70	97	85
cM capacity (veh/h)	1161			1000			146	214	581	187	216	684

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	594	393	41	164
Volume Left	52	6	8	57
Volume Right	47	63	31	100
cSH	1161	1000	349	339
Volume to Capacity	0.04	0.00*	0.12	0.48
Queue Length 95th (ft)	4	0	10	63
Control Delay (s/veh)	1.2	0.2	16.7	25.1
Lane LOS	A	A	C	D
Approach Delay (s/veh)	1.2	0.2	16.7	25.1
Approach LOS			C	D

Intersection Summary				
Average Delay	4.7			
Intersection Capacity Utilization	75.8%	ICU Level of Service	D	
Analysis Period (min)	15			

* Value less than 0.01.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	363	127	207	581	0	0	0	0	198	54	48
Future Volume (vph)	0	363	127	207	581	0	0	0	0	198	54	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.96		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.96	1.00
Satd. Flow (prot)		3273		1703	3406						3277	1524
Flt Permitted		1.00		0.29	1.00						0.96	1.00
Satd. Flow (perm)		3273		525	3406						3277	1524
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	0	378	132	216	605	0	0	0	0	206	56	50
RTOR Reduction (vph)	0	29	0	0	0	0	0	0	0	0	0	39
Lane Group Flow (vph)	0	481	0	216	605	0	0	0	0	0	262	11
Heavy Vehicles (%)	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		19.6		55.8	61.8						21.3	21.3
Effective Green, g (s)		19.6		55.8	61.8						21.3	21.3
Actuated g/C Ratio		0.21		0.59	0.65						0.22	0.22
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		674		756	2213						733	341
v/s Ratio Prot		c0.15		c0.11	c0.18							
v/s Ratio Perm				0.06							0.08	0.01
v/c Ratio		0.71		0.29	0.27						0.36	0.03
Uniform Delay, d1		35.1		9.7	7.1						31.1	28.8
Progression Factor		1.00		0.23	0.30						1.00	1.00
Incremental Delay, d2		3.0		0.1	0.0						0.1	0.0
Delay (s)		38.1		2.3	2.1						31.2	28.9
Level of Service		D		A	A						C	C
Approach Delay (s/veh)		38.1			2.2			0.0			30.9	
Approach LOS		D			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	18.8	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.46		
Actuated Cycle Length (s)	95.1	Sum of lost time (s)	24.0
Intersection Capacity Utilization	47.8%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	227	378	0	0	510	93	261	105	164	0	0	0
Future Volume (vph)	227	378	0	0	510	93	261	105	164	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.98			0.95				
Flt Protected	0.95	0.99			1.00			0.98				
Satd. Flow (prot)	1507	3149			3235			3082				
Flt Permitted	0.23	0.78			1.00			0.98				
Satd. Flow (perm)	370	2480			3235			3082				
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	234	390	0	0	526	96	269	108	169	0	0	0
RTOR Reduction (vph)	0	0	0	0	11	0	0	43	0	0	0	0
Lane Group Flow (vph)	166	458	0	0	611	0	0	503	0	0	0	0
Heavy Vehicles (%)	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	49.6	49.6			22.9			27.5				
Effective Green, g (s)	49.6	49.6			22.9			27.5				
Actuated g/C Ratio	0.52	0.52			0.24			0.29				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	512	1481			778			891				
v/s Ratio Prot	c0.09	0.09			c0.19							
v/s Ratio Perm	0.08	0.07						0.16				
v/c Ratio	0.32	0.31			0.78			0.56				
Uniform Delay, d1	12.9	13.0			33.8			28.7				
Progression Factor	0.21	0.26			1.00			1.00				
Incremental Delay, d2	0.1	0.0			4.8			0.5				
Delay (s)	2.9	3.3			38.6			29.2				
Level of Service	A	A			D			C				
Approach Delay (s/veh)		3.2			38.6			29.2			0.0	
Approach LOS		A			D			C			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	23.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.59		
Actuated Cycle Length (s)	95.1	Sum of lost time (s)	24.0
Intersection Capacity Utilization	47.8%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	123	355	37	1	437	94	6	11	1	20	2	118
Future Volume (Veh/h)	123	355	37	1	437	94	6	11	1	20	2	118
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	131	378	39	1	465	100	6	12	1	21	2	126
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh)		2			2							
Upstream signal (ft)		647										
pX, platoon unblocked				0.92			0.92	0.92	0.92	0.92	0.92	
vC, conflicting volume	565			417			1254	1227	398	1164	1196	515
vC1, stage 1 conf vol							660	660		517	517	
vC2, stage 2 conf vol							594	567		647	679	
vCu, unblocked vol	565			319			1231	1202	298	1134	1169	515
tC, single (s)	4.2			4.2			7.2	6.6	6.3	7.2	6.6	6.3
tC, 2 stage (s)							6.2	5.6		6.2	5.6	
tF (s)	2.3			2.3			3.6	4.1	3.4	3.6	4.1	3.4
p0 queue free %	86			100			97	96	100	93	99	77
cM capacity (veh/h)	954			1083			206	285	657	320	321	539

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	131	417	1	565	19	149
Volume Left	131	0	1	0	6	21
Volume Right	0	39	0	100	1	126
cSH	954	1700	1083	1700	261	487
Volume to Capacity	0.14	0.25	0.00*	0.33	0.07	0.31
Queue Length 95th (ft)	12	0	0	0	6	32
Control Delay (s/veh)	9.4	0.0	8.3	0.0	19.9	15.6
Lane LOS	A		A		C	C
Approach Delay (s/veh)	2.2		0.0		19.9	15.6
Approach LOS					C	C

Intersection Summary				
Average Delay	3.1			
Intersection Capacity Utilization	54.8%	ICU Level of Service		A
Analysis Period (min)	15			

* Value less than 0.01.



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	15	0	147	20	0	80
Future Volume (Veh/h)	15	0	147	20	0	80
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	16	0	160	22	0	87
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)			1002			
pX, platoon unblocked						
vC, conflicting volume	247	160			182	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	247	160			182	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	100			100	
cM capacity (veh/h)	741	885			1393	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	16	160	22	87
Volume Left	16	0	0	0
Volume Right	0	0	22	0
cSH	741	1700	1700	1393
Volume to Capacity	0.02	0.09	0.01	0.00
Queue Length 95th (ft)	2	0	0	0
Control Delay (s/veh)	10.0	0.0	0.0	0.0
Lane LOS	A			
Approach Delay (s/veh)	10.0	0.0		0.0
Approach LOS	A			

Intersection Summary			
Average Delay	0.6		
Intersection Capacity Utilization	17.7%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

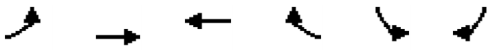


Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	45	0	167	61	0	95
Future Volume (Veh/h)	45	0	167	61	0	95
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	49	0	182	66	0	103
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)			518			
pX, platoon unblocked						
vC, conflicting volume	318	215			248	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	318	215			248	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	93	100			100	
cM capacity (veh/h)	675	825			1318	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	49	248	103
Volume Left	49	0	0
Volume Right	0	66	0
cSH	675	1700	1318
Volume to Capacity	0.07	0.15	0.00
Queue Length 95th (ft)	6	0	0
Control Delay (s/veh)	10.7	0.0	0.0
Lane LOS	B		
Approach Delay (s/veh)	10.7	0.0	0.0
Approach LOS	B		

Intersection Summary			
Average Delay	1.3		
Intersection Capacity Utilization	22.5%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

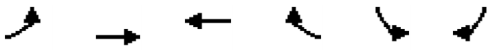


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	62	314	483	11	11	48
Future Volume (Veh/h)	62	314	483	11	11	48
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	67	341	525	12	12	52
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		995				
pX, platoon unblocked					0.97	
vC, conflicting volume	537				1000	525
vC1, stage 1 conf vol					525	
vC2, stage 2 conf vol					475	
vCu, unblocked vol	537				984	525
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	94				97	91
cM capacity (veh/h)	1031				465	552

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	67	341	525	12	64
Volume Left	67	0	0	0	12
Volume Right	0	0	0	12	52
cSH	1031	1700	1700	1700	534
Volume to Capacity	0.06	0.20	0.31	0.00*	0.12
Queue Length 95th (ft)	5	0	0	0	10
Control Delay (s/veh)	8.7	0.0	0.0	0.0	12.7
Lane LOS	A				B
Approach Delay (s/veh)	1.4		0.0		12.7
Approach LOS					B

Intersection Summary			
Average Delay	1.4		
Intersection Capacity Utilization	42.4%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

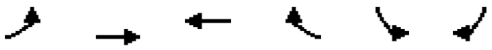


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	269	450	27	23	44
Future Volume (Veh/h)	56	269	450	27	23	44
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	61	292	489	29	25	48
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		1238				
pX, platoon unblocked						
vC, conflicting volume	518				903	489
vC1, stage 1 conf vol					489	
vC2, stage 2 conf vol					414	
vCu, unblocked vol	518				903	489
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	94				95	92
cM capacity (veh/h)	1048				499	579

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	SB 2
Volume Total	61	292	489	29	25	48
Volume Left	61	0	0	0	25	0
Volume Right	0	0	0	29	0	48
cSH	1048	1700	1700	1700	499	579
Volume to Capacity	0.06	0.17	0.29	0.02	0.05	0.08
Queue Length 95th (ft)	5	0	0	0	4	7
Control Delay (s/veh)	8.6	0.0	0.0	0.0	12.6	11.8
Lane LOS	A				B	B
Approach Delay (s/veh)	1.5		0.0		12.1	
Approach LOS					B	

Intersection Summary			
Average Delay	1.5		
Intersection Capacity Utilization	40.4%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

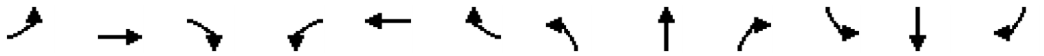


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	6	286	473	4	3	4
Future Volume (Veh/h)	6	286	473	4	3	4
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	7	311	514	4	3	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	None			
Median storage veh)		2				
Upstream signal (ft)		820				
pX, platoon unblocked						
vC, conflicting volume	518				841	516
vC1, stage 1 conf vol					516	
vC2, stage 2 conf vol					325	
vCu, unblocked vol	518				841	516
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	99				99	99
cM capacity (veh/h)	1048				529	559

Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	7	311	518	7
Volume Left	7	0	0	3
Volume Right	0	0	4	4
cSH	1048	1700	1700	546
Volume to Capacity	0.00*	0.18	0.30	0.01
Queue Length 95th (ft)	1	0	0	1
Control Delay (s/veh)	8.5	0.0	0.0	11.7
Lane LOS	A			B
Approach Delay (s/veh)	0.2		0.0	11.7
Approach LOS				B

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	35.1%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

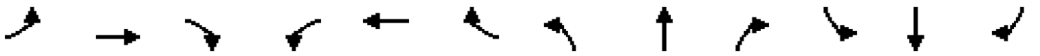


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	636	95	331	628	0	0	0	0	407	77	44
Future Volume (vph)	0	636	95	331	628	0	0	0	0	407	77	44
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.98		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.96	1.00
Satd. Flow (prot)		3436		1752	3505						3364	1568
Flt Permitted		1.00		0.16	1.00						0.96	1.00
Satd. Flow (perm)		3436		294	3505						3364	1568
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	0	649	97	338	641	0	0	0	0	415	79	45
RTOR Reduction (vph)	0	10	0	0	0	0	0	0	0	0	0	36
Lane Group Flow (vph)	0	736	0	338	641	0	0	0	0	0	494	9
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		30.7		73.7	79.7						23.0	23.0
Effective Green, g (s)		30.7		73.7	79.7						23.0	23.0
Actuated g/C Ratio		0.27		0.64	0.69						0.20	0.20
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		919		735	2435						674	314
v/s Ratio Prot		c0.21		c0.17	0.18							
v/s Ratio Perm				0.12							0.15	0.01
v/c Ratio		0.80		0.46	0.26						1.18dl	0.03
Uniform Delay, d1		39.1		13.4	6.5						43.0	36.9
Progression Factor		1.00		0.18	0.22						1.00	1.00
Incremental Delay, d2		4.8		0.1	0.0						3.6	0.0
Delay (s)		43.9		2.4	1.4						46.5	36.9
Level of Service		D		A	A						D	D
Approach Delay (s/veh)		43.9			1.8			0.0			45.7	
Approach LOS		D			A			A			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	26.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.67		
Actuated Cycle Length (s)	114.7	Sum of lost time (s)	24.0
Intersection Capacity Utilization	92.6%	ICU Level of Service	F
Analysis Period (min)	15		

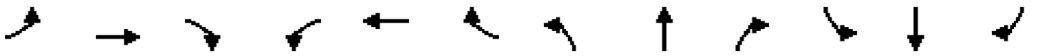
dl Defacto Left Lane. Recode with 1 though lane as a left lane.

c Critical Lane Group



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	295	734	0	0	720	179	250	136	283	0	0	0
Future Volume (vph)	295	734	0	0	720	179	250	136	283	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.97			0.94				
Flt Protected	0.95	1.00			1.00			0.98				
Satd. Flow (prot)	1595	3345			3400			3222				
Flt Permitted	0.13	0.71			1.00			0.98				
Satd. Flow (perm)	216	2385			3400			3222				
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	298	741	0	0	727	181	253	137	286	0	0	0
RTOR Reduction (vph)	0	0	0	0	18	0	0	108	0	0	0	0
Lane Group Flow (vph)	238	801	0	0	890	0	0	568	0	0	0	0
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	70.8	70.8			31.1			25.9				
Effective Green, g (s)	70.8	70.8			31.1			25.9				
Actuated g/C Ratio	0.62	0.62			0.27			0.23				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	610	1804			921			727				
v/s Ratio Prot	0.13	c0.15			c0.26							
v/s Ratio Perm	0.11	0.12						0.18				
v/c Ratio	0.39	0.44			0.97			0.78				
Uniform Delay, d1	14.6	11.6			41.3			41.7				
Progression Factor	0.39	0.25			1.00			1.00				
Incremental Delay, d2	0.1	0.0			21.5			5.0				
Delay (s)	5.8	3.0			62.7			46.8				
Level of Service	A	A			E			D				
Approach Delay (s/veh)		3.6			62.7			46.8			0.0	
Approach LOS		A			E			D			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	35.2	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.75		
Actuated Cycle Length (s)	114.7	Sum of lost time (s)	24.0
Intersection Capacity Utilization	92.6%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	244	714	45	6	552	60	8	2	29	54	7	290
Future Volume (Veh/h)	244	714	45	6	552	60	8	2	29	54	7	290
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	257	752	47	6	581	63	8	2	31	57	7	305
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh)		2			2							
Upstream signal (ft)		647										
pX, platoon unblocked				0.85			0.85	0.85	0.85	0.85	0.85	
vC, conflicting volume	644			799			2191	1946	776	1923	1938	613
vC1, stage 1 conf vol							1290	1290		625	625	
vC2, stage 2 conf vol							902	656		1298	1313	
vCu, unblocked vol	644			679			2309	2022	651	1995	2012	613
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	72			99			0	98	92	46	95	38
cM capacity (veh/h)	931			772			6	121	397	105	131	489

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	257	799	4	646	41	369
Volume Left	257	0	4	2	8	57
Volume Right	0	47	0	63	31	305
cSH	931	1700	772	772	30	302
Volume to Capacity	0.28	0.47	0.00*	0.00*	1.35	1.22
Queue Length 95th (ft)	28	0	1	1	116	416
Control Delay (s/veh)	10.3	0.0	9.7	0.2	480.7	161.4
Lane LOS	B		A	A	F	F
Approach Delay (s/veh)	2.5		0.2		480.7	161.4
Approach LOS					F	F

Intersection Summary				
Average Delay	38.8			
Intersection Capacity Utilization	106.0%	ICU Level of Service	G	
Analysis Period (min)	15			

* Value less than 0.01.



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	49	0	111	49	0	156
Future Volume (Veh/h)	49	0	111	49	0	156
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	53	0	121	53	0	170
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)			1002			
pX, platoon unblocked						
vC, conflicting volume	291	121			174	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	291	121			174	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	92	100			100	
cM capacity (veh/h)	700	930			1403	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	53	121	53	170
Volume Left	53	0	0	0
Volume Right	0	0	53	0
cSH	700	1700	1700	1403
Volume to Capacity	0.08	0.07	0.03	0.00
Queue Length 95th (ft)	6	0	0	0
Control Delay (s/veh)	10.6	0.0	0.0	0.0
Lane LOS	B			
Approach Delay (s/veh)	10.6	0.0		0.0
Approach LOS	B			

Intersection Summary			
Average Delay	1.4		
Intersection Capacity Utilization	18.2%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

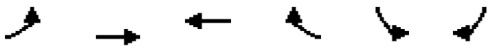


Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	146	0	160	146	0	205
Future Volume (Veh/h)	146	0	160	146	0	205
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	159	0	174	159	0	223
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)			518			
pX, platoon unblocked						
vC, conflicting volume	477	254			333	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	477	254			333	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	71	100			100	
cM capacity (veh/h)	547	785			1226	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	159	333	223
Volume Left	159	0	0
Volume Right	0	159	0
cSH	547	1700	1226
Volume to Capacity	0.29	0.20	0.00
Queue Length 95th (ft)	30	0	0
Control Delay (s/veh)	14.3	0.0	0.0
Lane LOS	B		
Approach Delay (s/veh)	14.3	0.0	0.0
Approach LOS	B		

Intersection Summary			
Average Delay	3.2		
Intersection Capacity Utilization	32.1%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

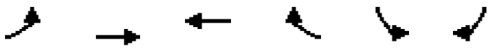


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	134	663	485	12	12	134
Future Volume (Veh/h)	134	663	485	12	12	134
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	146	721	527	13	13	146
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		995				
pX, platoon unblocked					0.88	
vC, conflicting volume	540				1540	527
vC1, stage 1 conf vol					527	
vC2, stage 2 conf vol					1013	
vCu, unblocked vol	540				1546	527
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	86				95	74
cM capacity (veh/h)	1028				260	551

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	146	721	527	13	159
Volume Left	146	0	0	0	13
Volume Right	0	0	0	13	146
cSH	1028	1700	1700	1700	505
Volume to Capacity	0.14	0.42	0.31	0.00*	0.31
Queue Length 95th (ft)	12	0	0	0	33
Control Delay (s/veh)	9.1	0.0	0.0	0.0	15.4
Lane LOS	A				C
Approach Delay (s/veh)	1.5		0.0		15.4
Approach LOS					C

Intersection Summary			
Average Delay	2.4		
Intersection Capacity Utilization	51.9%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

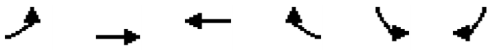


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	119	556	378	51	51	119
Future Volume (Veh/h)	119	556	378	51	51	119
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	129	604	411	55	55	129
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		1238				
pX, platoon unblocked					0.92	
vC, conflicting volume	466				1273	411
vC1, stage 1 conf vol					411	
vC2, stage 2 conf vol					862	
vCu, unblocked vol	466				1253	411
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	88				83	80
cM capacity (veh/h)	1095				328	641

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	SB 2
Volume Total	129	604	411	55	55	129
Volume Left	129	0	0	0	55	0
Volume Right	0	0	0	55	0	129
cSH	1095	1700	1700	1700	328	641
Volume to Capacity	0.12	0.36	0.24	0.03	0.17	0.20
Queue Length 95th (ft)	10	0	0	0	15	19
Control Delay (s/veh)	8.7	0.0	0.0	0.0	18.2	12.0
Lane LOS	A				C	B
Approach Delay (s/veh)	1.5		0.0		13.9	
Approach LOS					B	

Intersection Summary			
Average Delay	2.7		
Intersection Capacity Utilization	39.8%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

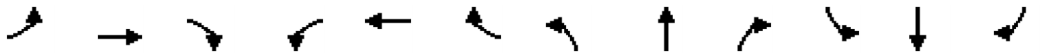


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	15	592	414	10	10	15
Future Volume (Veh/h)	15	592	414	10	10	15
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	16	643	450	11	11	16
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	None			
Median storage veh)		2				
Upstream signal (ft)		820				
pX, platoon unblocked						
vC, conflicting volume	461				1131	456
vC1, stage 1 conf vol					456	
vC2, stage 2 conf vol					675	
vCu, unblocked vol	461				1131	456
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	99				97	97
cM capacity (veh/h)	1100				430	605

Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	16	643	461	27
Volume Left	16	0	0	11
Volume Right	0	0	11	16
cSH	1100	1700	1700	519
Volume to Capacity	0.01	0.38	0.27	0.05
Queue Length 95th (ft)	1	0	0	4
Control Delay (s/veh)	8.3	0.0	0.0	12.3
Lane LOS	A			B
Approach Delay (s/veh)	0.2		0.0	12.3
Approach LOS				B

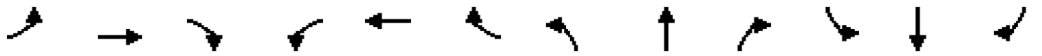
Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	41.2%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.



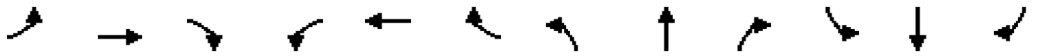
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	333	140	179	592	0	0	0	0	152	60	53
Future Volume (vph)	0	333	140	179	592	0	0	0	0	152	60	53
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.96		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.97	1.00
Satd. Flow (prot)		3254		1703	3406						3288	1524
Flt Permitted		1.00		0.33	1.00						0.97	1.00
Satd. Flow (perm)		3254		583	3406						3288	1524
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	0	347	146	186	617	0	0	0	0	158	63	55
RTOR Reduction (vph)	0	38	0	0	0	0	0	0	0	0	0	43
Lane Group Flow (vph)	0	455	0	186	617	0	0	0	0	0	221	12
Heavy Vehicles (%)	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		18.9		51.4	57.4						20.0	20.0
Effective Green, g (s)		18.9		51.4	57.4						20.0	20.0
Actuated g/C Ratio		0.21		0.57	0.64						0.22	0.22
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		687		742	2186						735	340
v/s Ratio Prot		c0.14		0.09	c0.18							
v/s Ratio Perm				0.05							0.07	0.01
v/c Ratio		0.66		0.25	0.28						0.30	0.04
Uniform Delay, d1		32.3		9.3	7.0						28.9	27.2
Progression Factor		1.00		0.22	0.31						1.00	1.00
Incremental Delay, d2		1.9		0.1	0.0						0.1	0.0
Delay (s)		34.2		2.1	2.2						29.0	27.2
Level of Service		C		A	A						C	C
Approach Delay (s/veh)		34.2			2.2			0.0			28.6	
Approach LOS		C			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	16.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.44		
Actuated Cycle Length (s)	89.4	Sum of lost time (s)	24.0
Intersection Capacity Utilization	44.7%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	250	283	0	0	465	53	288	116	114	0	0	0
Future Volume (vph)	250	283	0	0	465	53	288	116	114	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.98			0.97				
Flt Protected	0.95	0.99			1.00			0.97				
Satd. Flow (prot)	1507	3132			3261			3116				
Flt Permitted	0.29	0.66			1.00			0.97				
Satd. Flow (perm)	467	2102			3261			3116				
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	258	292	0	0	479	55	297	120	118	0	0	0
RTOR Reduction (vph)	0	0	0	0	7	0	0	21	0	0	0	0
Lane Group Flow (vph)	155	395	0	0	527	0	0	514	0	0	0	0
Heavy Vehicles (%)	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	44.4	44.4			19.7			27.0				
Effective Green, g (s)	44.4	44.4			19.7			27.0				
Actuated g/C Ratio	0.50	0.50			0.22			0.30				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	519	1328			718			941				
v/s Ratio Prot	c0.08	0.08			c0.16							
v/s Ratio Perm	0.07	0.07						0.16				
v/c Ratio	0.30	0.30			0.73			0.55				
Uniform Delay, d1	13.0	13.3			32.4			26.1				
Progression Factor	0.26	0.29			1.00			1.00				
Incremental Delay, d2	0.1	0.0			3.4			0.3				
Delay (s)	3.5	3.9			35.8			26.4				
Level of Service	A	A			D			C				
Approach Delay (s/veh)		3.8			35.8			26.4			0.0	
Approach LOS		A			D			C			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	21.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.56		
Actuated Cycle Length (s)	89.4	Sum of lost time (s)	24.0
Intersection Capacity Utilization	44.7%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

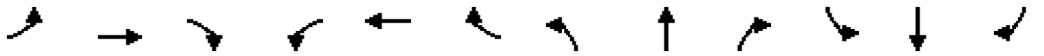


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	46	279	41	1	400	103	7	13	1	22	2	64
Future Volume (Veh/h)	46	279	41	1	400	103	7	13	1	22	2	64
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	49	297	44	1	426	110	7	14	1	23	2	68
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)		647										
pX, platoon unblocked				0.92			0.92	0.92	0.92	0.92	0.92	
vC, conflicting volume	536			341			969	955	319	908	922	481
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	536			241			923	908	217	857	872	481
tC, single (s)	4.2			4.2			7.2	6.6	6.3	7.2	6.6	6.3
tC, 2 stage (s)												
tF (s)	2.3			2.3			3.6	4.1	3.4	3.6	4.1	3.4
p0 queue free %	95			100			96	94	100	90	99	88
cM capacity (veh/h)	979			1163			185	231	733	224	242	563

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	390	537	22	93
Volume Left	49	1	7	23
Volume Right	44	110	1	68
cSH	979	1163	220	401
Volume to Capacity	0.05	0.00*	0.10	0.23
Queue Length 95th (ft)	4	0	8	22
Control Delay (s/veh)	1.6	0.0	23.2	16.7
Lane LOS	A	A	C	C
Approach Delay (s/veh)	1.6	0.0	23.2	16.7
Approach LOS			C	C

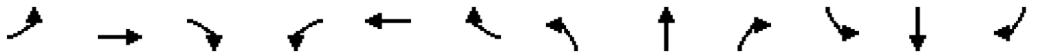
Intersection Summary			
Average Delay	2.6		
Intersection Capacity Utilization	63.4%	ICU Level of Service	B
Analysis Period (min)	15		

* Value less than 0.01.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	541	105	204	532	0	0	0	0	288	85	48
Future Volume (vph)	0	541	105	204	532	0	0	0	0	288	85	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.98		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.96	1.00
Satd. Flow (prot)		3419		1752	3505						3375	1568
Flt Permitted		1.00		0.22	1.00						0.96	1.00
Satd. Flow (perm)		3419		411	3505						3375	1568
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	0	552	107	208	543	0	0	0	0	294	87	49
RTOR Reduction (vph)	0	14	0	0	0	0	0	0	0	0	0	38
Lane Group Flow (vph)	0	645	0	208	543	0	0	0	0	0	381	11
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		25.3		57.4	63.4						22.2	22.2
Effective Green, g (s)		25.3		57.4	63.4						22.2	22.2
Actuated g/C Ratio		0.26		0.59	0.65						0.23	0.23
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		886		682	2276						767	356
v/s Ratio Prot		c0.19		c0.10	0.15							
v/s Ratio Perm				0.08							0.11	0.01
v/c Ratio		0.73		0.30	0.24						0.50	0.03
Uniform Delay, d1		33.0		10.3	7.1						32.8	29.3
Progression Factor		1.00		0.32	0.29						1.00	1.00
Incremental Delay, d2		2.6		0.1	0.0						0.2	0.0
Delay (s)		35.6		3.4	2.0						33.0	29.3
Level of Service		D		A	A						C	C
Approach Delay (s/veh)		35.6			2.4			0.0			32.6	
Approach LOS		D			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	21.3	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.53		
Actuated Cycle Length (s)	97.6	Sum of lost time (s)	24.0
Intersection Capacity Utilization	55.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	326	487	0	0	472	37	276	150	152	0	0	0
Future Volume (vph)	326	487	0	0	472	37	276	150	152	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.99			0.96				
Flt Protected	0.95	0.99			1.00			0.98				
Satd. Flow (prot)	1595	3328			3467			3288				
Flt Permitted	0.30	0.70			1.00			0.98				
Satd. Flow (perm)	497	2364			3467			3288				
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	329	492	0	0	477	37	279	152	154	0	0	0
RTOR Reduction (vph)	0	0	0	0	5	0	0	28	0	0	0	0
Lane Group Flow (vph)	224	597	0	0	509	0	0	557	0	0	0	0
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	54.3	54.3			21.0			25.3				
Effective Green, g (s)	54.3	54.3			21.0			25.3				
Actuated g/C Ratio	0.56	0.56			0.22			0.26				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	651	1644			745			852				
v/s Ratio Prot	0.12	c0.12			c0.15							
v/s Ratio Perm	0.07	0.08						0.17				
v/c Ratio	0.34	0.36			0.68			0.65				
Uniform Delay, d1	11.6	12.0			35.2			32.2				
Progression Factor	0.22	0.22			1.00			1.00				
Incremental Delay, d2	0.1	0.0			2.1			1.4				
Delay (s)	2.6	2.7			37.3			33.6				
Level of Service	A	A			D			C				
Approach Delay (s/veh)		2.7			37.3			33.6			0.0	
Approach LOS		A			D			C			A	

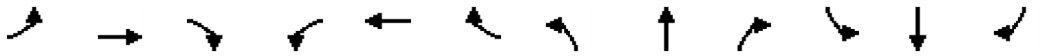
Intersection Summary			
HCM 2000 Control Delay (s/veh)	21.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.58		
Actuated Cycle Length (s)	97.6	Sum of lost time (s)	24.0
Intersection Capacity Utilization	55.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	54	519	49	7	340	67	9	2	32	60	8	105
Future Volume (Veh/h)	54	519	49	7	340	67	9	2	32	60	8	105
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	57	546	52	7	358	71	9	2	34	63	8	111
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)		647										
pX, platoon unblocked				0.87			0.87	0.87	0.87	0.87	0.87	
vC, conflicting volume	429			598			1209	1129	572	1129	1120	394
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	429			461			1164	1073	431	1072	1062	394
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	95			99			92	99	94	58	96	83
cM capacity (veh/h)	1120			946			113	179	538	151	181	651

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	655	436	45	182
Volume Left	57	7	9	63
Volume Right	52	71	34	111
cSH	1120	946	292	289
Volume to Capacity	0.05	0.00*	0.15	0.63
Queue Length 95th (ft)	4	1	13	99
Control Delay (s/veh)	1.3	0.2	19.6	36.6
Lane LOS	A	A	C	E
Approach Delay (s/veh)	1.3	0.2	19.6	36.6
Approach LOS			C	E

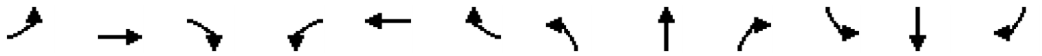
Intersection Summary			
Average Delay	6.5		
Intersection Capacity Utilization	82.5%	ICU Level of Service	E
Analysis Period (min)	15		

* Value less than 0.01.



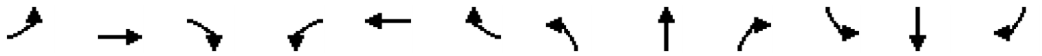
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	394	140	224	637	0	0	0	0	213	60	53
Future Volume (vph)	0	394	140	224	637	0	0	0	0	213	60	53
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.96		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.96	1.00
Satd. Flow (prot)		3272		1703	3406						3278	1524
Flt Permitted		1.00		0.25	1.00						0.96	1.00
Satd. Flow (perm)		3272		449	3406						3278	1524
Peak-hour factor, PHF	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Adj. Flow (vph)	0	410	146	233	664	0	0	0	0	222	63	55
RTOR Reduction (vph)	0	29	0	0	0	0	0	0	0	0	0	43
Lane Group Flow (vph)	0	527	0	233	664	0	0	0	0	0	285	12
Heavy Vehicles (%)	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		21.2		59.7	65.7						22.0	22.0
Effective Green, g (s)		21.2		59.7	65.7						22.0	22.0
Actuated g/C Ratio		0.21		0.60	0.66						0.22	0.22
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		695		753	2244						723	336
v/s Ratio Prot		c0.16		c0.12	c0.19							
v/s Ratio Perm				0.07							0.09	0.01
v/c Ratio		0.76		0.31	0.30						0.39	0.04
Uniform Delay, d1		36.8		9.9	7.2						33.2	30.5
Progression Factor		1.00		0.23	0.29						1.00	1.00
Incremental Delay, d2		4.2		0.1	0.0						0.1	0.0
Delay (s)		41.1		2.3	2.1						33.3	30.5
Level of Service		D		A	A						C	C
Approach Delay (s/veh)		41.1			2.2			0.0			32.8	
Approach LOS		D			A			A			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	20.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.49		
Actuated Cycle Length (s)	99.7	Sum of lost time (s)	24.0
Intersection Capacity Utilization	50.6%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	250	405	0	0	554	98	288	116	175	0	0	0
Future Volume (vph)	250	405	0	0	554	98	288	116	175	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.98			0.95				
Flt Protected	0.95	0.99			1.00			0.98				
Satd. Flow (prot)	1507	3146			3237			3085				
Flt Permitted	0.18	0.68			1.00			0.98				
Satd. Flow (perm)	286	2144			3237			3085				
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	258	418	0	0	571	101	297	120	180	0	0	0
RTOR Reduction (vph)	0	0	0	0	11	0	0	40	0	0	0	0
Lane Group Flow (vph)	175	501	0	0	661	0	0	557	0	0	0	0
Heavy Vehicles (%)	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	52.5	52.5			23.3			29.2				
Effective Green, g (s)	52.5	52.5			23.3			29.2				
Actuated g/C Ratio	0.53	0.53			0.23			0.29				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	508	1422			756			903				
v/s Ratio Prot	0.10	c0.10			c0.20							
v/s Ratio Perm	0.08	0.08						0.18				
v/c Ratio	0.34	0.35			0.87			0.62				
Uniform Delay, d1	13.8	13.7			36.8			30.4				
Progression Factor	0.18	0.23			1.00			1.00				
Incremental Delay, d2	0.1	0.0			10.6			0.9				
Delay (s)	2.6	3.3			47.4			31.3				
Level of Service	A	A			D			C				
Approach Delay (s/veh)		3.1			47.4			31.3			0.0	
Approach LOS		A			D			C			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	27.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	99.7	Sum of lost time (s)	24.0
Intersection Capacity Utilization	50.6%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	127	381	41	1	475	103	7	13	1	22	2	124
Future Volume (Veh/h)	127	381	41	1	475	103	7	13	1	22	2	124
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	135	405	44	1	505	110	7	14	1	23	2	132
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh)		2			2							
Upstream signal (ft)		647										
pX, platoon unblocked				0.91			0.91	0.91	0.91	0.91	0.91	
vC, conflicting volume	615			449			1337	1314	427	1245	1281	560
vC1, stage 1 conf vol							697	697		562	562	
vC2, stage 2 conf vol							640	617		683	719	
vCu, unblocked vol	615			342			1320	1295	318	1219	1259	560
tC, single (s)	4.2			4.2			7.2	6.6	6.3	7.2	6.6	6.3
tC, 2 stage (s)							6.2	5.6		6.2	5.6	
tF (s)	2.3			2.3			3.6	4.1	3.4	3.6	4.1	3.4
p0 queue free %	85			100			96	95	100	92	99	74
cM capacity (veh/h)	913			1051			176	262	633	296	300	507

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	135	449	1	615	22	157
Volume Left	135	0	1	0	7	23
Volume Right	0	44	0	110	1	132
cSH	913	1700	1051	1700	232	456
Volume to Capacity	0.15	0.26	0.00*	0.36	0.09	0.34
Queue Length 95th (ft)	13	0	0	0	8	38
Control Delay (s/veh)	9.6	0.0	8.4	0.0	22.1	17.0
Lane LOS	A		A		C	C
Approach Delay (s/veh)	2.2		0.0		22.1	17.0
Approach LOS					C	C

Intersection Summary				
Average Delay	3.2			
Intersection Capacity Utilization	58.1%	ICU Level of Service		B
Analysis Period (min)	15			

* Value less than 0.01.



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	15	0	162	20	0	88
Future Volume (Veh/h)	15	0	162	20	0	88
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	16	0	176	22	0	96
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	272	176			198	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	272	176			198	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	100			100	
cM capacity (veh/h)	717	867			1375	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	16	176	22	96
Volume Left	16	0	0	0
Volume Right	0	0	22	0
cSH	717	1700	1700	1375
Volume to Capacity	0.02	0.10	0.01	0.00
Queue Length 95th (ft)	2	0	0	0
Control Delay (s/veh)	10.1	0.0	0.0	0.0
Lane LOS	B			
Approach Delay (s/veh)	10.1	0.0		0.0
Approach LOS	B			

Intersection Summary			
Average Delay	0.5		
Intersection Capacity Utilization	18.5%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

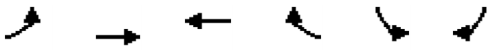


Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	45	0	182	61	0	103
Future Volume (Veh/h)	45	0	182	61	0	103
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	49	0	198	66	0	112
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	343	231			264	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	343	231			264	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	92	100			100	
cM capacity (veh/h)	653	808			1300	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	49	264	112
Volume Left	49	0	0
Volume Right	0	66	0
cSH	653	1700	1300
Volume to Capacity	0.08	0.16	0.00
Queue Length 95th (ft)	6	0	0
Control Delay (s/veh)	11.0	0.0	0.0
Lane LOS	B		
Approach Delay (s/veh)	11.0	0.0	0.0
Approach LOS	B		

Intersection Summary			
Average Delay	1.3		
Intersection Capacity Utilization	23.3%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

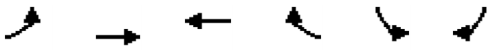


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	62	342	530	11	11	48
Future Volume (Veh/h)	62	342	530	11	11	48
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	67	372	576	12	12	52
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		995				
pX, platoon unblocked					0.95	
vC, conflicting volume	588				1082	576
vC1, stage 1 conf vol					576	
vC2, stage 2 conf vol					506	
vCu, unblocked vol	588				1062	576
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	93				97	90
cM capacity (veh/h)	987				439	517

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	67	372	576	12	64
Volume Left	67	0	0	0	12
Volume Right	0	0	0	12	52
cSH	987	1700	1700	1700	500
Volume to Capacity	0.07	0.22	0.34	0.00*	0.13
Queue Length 95th (ft)	5	0	0	0	11
Control Delay (s/veh)	8.9	0.0	0.0	0.0	13.2
Lane LOS	A				B
Approach Delay (s/veh)	1.4		0.0		13.2
Approach LOS					B

Intersection Summary			
Average Delay	1.3		
Intersection Capacity Utilization	44.9%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

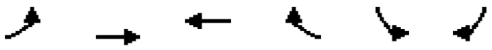


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	56	297	497	27	23	44
Future Volume (Veh/h)	56	297	497	27	23	44
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	61	323	540	29	25	48
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		1238				
pX, platoon unblocked						
vC, conflicting volume	569				985	540
vC1, stage 1 conf vol					540	
vC2, stage 2 conf vol					445	
vCu, unblocked vol	569				985	540
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	94				95	91
cM capacity (veh/h)	1003				471	542

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	SB 2
Volume Total	61	323	540	29	25	48
Volume Left	61	0	0	0	25	0
Volume Right	0	0	0	29	0	48
cSH	1003	1700	1700	1700	471	542
Volume to Capacity	0.06	0.19	0.32	0.02	0.05	0.09
Queue Length 95th (ft)	5	0	0	0	4	7
Control Delay (s/veh)	8.8	0.0	0.0	0.0	13.1	12.3
Lane LOS	A				B	B
Approach Delay (s/veh)	1.4		0.0		12.6	
Approach LOS					B	

Intersection Summary			
Average Delay	1.4		
Intersection Capacity Utilization	42.8%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

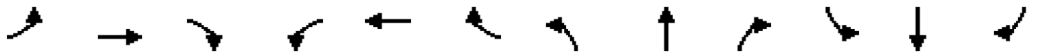


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	6	314	520	4	3	4
Future Volume (Veh/h)	6	314	520	4	3	4
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	7	341	565	4	3	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	None			
Median storage veh)		2				
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	569				922	567
vC1, stage 1 conf vol					567	
vC2, stage 2 conf vol					355	
vCu, unblocked vol	569				922	567
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	99				99	99
cM capacity (veh/h)	1003				499	523

Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	7	341	569	7
Volume Left	7	0	0	3
Volume Right	0	0	4	4
cSH	1003	1700	1700	512
Volume to Capacity	0.00*	0.20	0.33	0.01
Queue Length 95th (ft)	1	0	0	1
Control Delay (s/veh)	8.6	0.0	0.0	12.1
Lane LOS	A			B
Approach Delay (s/veh)	0.2		0.0	12.1
Approach LOS				B

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	37.6%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

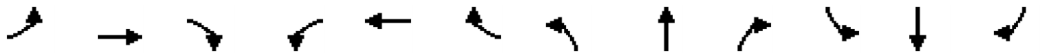


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	687	105	350	678	0	0	0	0	434	85	48
Future Volume (vph)	0	687	105	350	678	0	0	0	0	434	85	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.98		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.96	1.00
Satd. Flow (prot)		3435		1752	3505						3364	1568
Flt Permitted		1.00		0.14	1.00						0.96	1.00
Satd. Flow (perm)		3435		249	3505						3364	1568
Peak-hour factor, PHF	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Adj. Flow (vph)	0	701	107	357	692	0	0	0	0	443	87	49
RTOR Reduction (vph)	0	10	0	0	0	0	0	0	0	0	0	39
Lane Group Flow (vph)	0	798	0	357	692	0	0	0	0	0	530	10
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type		NA		D.P+P	NA					Perm	NA	Perm
Protected Phases		2		1	1 2						4 12	
Permitted Phases				2						4 12		4 12
Actuated Green, G (s)		32.8		75.9	81.9						23.0	23.0
Effective Green, g (s)		32.8		75.9	81.9						23.0	23.0
Actuated g/C Ratio		0.28		0.65	0.70						0.20	0.20
Clearance Time (s)		6.0		6.0								
Vehicle Extension (s)		2.0		2.0								
Lane Grp Cap (vph)		963		715	2455						661	308
v/s Ratio Prot		c0.23		c0.18	0.20							
v/s Ratio Perm				0.14							0.16	0.01
v/c Ratio		0.83		0.50	0.28						1.29dl	0.03
Uniform Delay, d1		39.4		16.8	6.5						44.8	37.9
Progression Factor		1.00		0.17	0.22						1.00	1.00
Incremental Delay, d2		5.7		0.0	0.0						6.6	0.0
Delay (s)		45.1		3.0	1.4						51.3	38.0
Level of Service		D		A	A						D	D
Approach Delay (s/veh)		45.1			2.0			0.0			50.2	
Approach LOS		D			A			A			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	27.7	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.72		
Actuated Cycle Length (s)	116.9	Sum of lost time (s)	24.0
Intersection Capacity Utilization	98.3%	ICU Level of Service	F
Analysis Period (min)	15		

dl Defacto Left Lane. Recode with 1 though lane as a left lane.

c Critical Lane Group



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	326	780	0	0	764	183	276	150	298	0	0	0
Future Volume (vph)	326	780	0	0	764	183	276	150	298	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0				
Lane Util. Factor	0.91	0.91			0.95			0.95				
Frt	1.00	1.00			0.97			0.94				
Flt Protected	0.95	1.00			1.00			0.98				
Satd. Flow (prot)	1595	3343			3403			3227				
Flt Permitted	0.13	0.61			1.00			0.98				
Satd. Flow (perm)	217	2040			3403			3227				
Peak-hour factor, PHF	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Adj. Flow (vph)	329	788	0	0	772	185	279	152	301	0	0	0
RTOR Reduction (vph)	0	0	0	0	17	0	0	104	0	0	0	0
Lane Group Flow (vph)	253	864	0	0	940	0	0	628	0	0	0	0
Heavy Vehicles (%)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Turn Type	D.P+P	NA			NA		Perm	NA				
Protected Phases	5	5 6			6			8 16				
Permitted Phases	6						8 16					
Actuated Green, G (s)	72.8	72.8			31.0			26.1				
Effective Green, g (s)	72.8	72.8			31.0			26.1				
Actuated g/C Ratio	0.62	0.62			0.27			0.22				
Clearance Time (s)	6.0				6.0							
Vehicle Extension (s)	2.0				2.0							
Lane Grp Cap (vph)	627	1736			902			720				
v/s Ratio Prot	0.14	c0.18			c0.28							
v/s Ratio Perm	0.11	0.13						0.19				
v/c Ratio	0.40	0.50			1.04			0.87				
Uniform Delay, d1	15.6	12.1			43.0			43.8				
Progression Factor	0.41	0.27			1.00			1.00				
Incremental Delay, d2	0.1	0.1			41.5			11.0				
Delay (s)	6.4	3.3			84.5			54.8				
Level of Service	A	A			F			D				
Approach Delay (s/veh)		4.0			84.5			54.8			0.0	
Approach LOS		A			F			D			A	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	44.7	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.82		
Actuated Cycle Length (s)	116.9	Sum of lost time (s)	24.0
Intersection Capacity Utilization	98.3%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	249	763	49	7	584	67	9	2	32	60	8	300
Future Volume (Veh/h)	249	763	49	7	584	67	9	2	32	60	8	300
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	262	803	52	7	615	71	9	2	34	63	8	316
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		TWLTL			TWLTL							
Median storage veh)		2			2							
Upstream signal (ft)		647										
pX, platoon unblocked				0.84			0.84	0.84	0.84	0.84	0.84	
vC, conflicting volume	686			855			2302	2053	829	2027	2044	651
vC1, stage 1 conf vol							1353	1353		665	665	
vC2, stage 2 conf vol							949	700		1362	1379	
vCu, unblocked vol	686			733			2454	2158	702	2126	2146	651
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)							6.1	5.5		6.1	5.5	
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	71			99			0	98	91	29	93	32
cM capacity (veh/h)	898			725			4	106	366	89	115	465

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1
Volume Total	262	855	7	686	45	387
Volume Left	262	0	7	0	9	63
Volume Right	0	52	0	71	34	316
cSH	898	1700	725	1700	19	265
Volume to Capacity	0.29	0.50	0.00*	0.40	2.31	1.46
Queue Length 95th (ft)	30	0	1	0	150	546
Control Delay (s/veh)	10.6	0.0	10.0	0.0	1014.2	261.6
Lane LOS	B		B		F	F
Approach Delay (s/veh)	2.5		0.1		1014.2	261.6
Approach LOS					F	F

Intersection Summary				
Average Delay	66.8			
Intersection Capacity Utilization	86.3%	ICU Level of Service		E
Analysis Period (min)	15			

* Value less than 0.01.



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	49	0	123	49	0	172
Future Volume (Veh/h)	49	0	123	49	0	172
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	53	0	134	53	0	187
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	321	134			187	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	321	134			187	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	92	100			100	
cM capacity (veh/h)	673	915			1387	

Direction, Lane #	WB 1	NB 1	NB 2	SB 1
Volume Total	53	134	53	187
Volume Left	53	0	0	0
Volume Right	0	0	53	0
cSH	673	1700	1700	1387
Volume to Capacity	0.08	0.08	0.03	0.00
Queue Length 95th (ft)	6	0	0	0
Control Delay (s/veh)	10.8	0.0	0.0	0.0
Lane LOS	B			
Approach Delay (s/veh)	10.8	0.0		0.0
Approach LOS	B			

Intersection Summary			
Average Delay	1.3		
Intersection Capacity Utilization	19.1%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

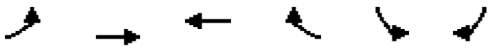


Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	146	0	172	146	0	221
Future Volume (Veh/h)	146	0	172	146	0	221
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	159	0	187	159	0	240
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	507	267			346	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	507	267			346	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	70	100			100	
cM capacity (veh/h)	526	772			1213	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	159	346	240
Volume Left	159	0	0
Volume Right	0	159	0
cSH	526	1700	1213
Volume to Capacity	0.30	0.20	0.00
Queue Length 95th (ft)	32	0	0
Control Delay (s/veh)	14.8	0.0	0.0
Lane LOS	B		
Approach Delay (s/veh)	14.8	0.0	0.0
Approach LOS	B		

Intersection Summary			
Average Delay	3.2		
Intersection Capacity Utilization	32.7%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

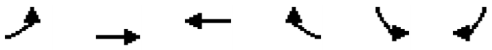


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	134	721	524	12	12	134
Future Volume (Veh/h)	134	721	524	12	12	134
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	146	784	570	13	13	146
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		995				
pX, platoon unblocked					0.86	
vC, conflicting volume	583				1646	570
vC1, stage 1 conf vol					570	
vC2, stage 2 conf vol					1076	
vCu, unblocked vol	583				1669	570
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	85				95	72
cM capacity (veh/h)	991				237	521

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1
Volume Total	146	784	570	13	159
Volume Left	146	0	0	0	13
Volume Right	0	0	0	13	146
cSH	991	1700	1700	1700	475
Volume to Capacity	0.15	0.46	0.34	0.00*	0.34
Queue Length 95th (ft)	13	0	0	0	36
Control Delay (s/veh)	9.3	0.0	0.0	0.0	16.4
Lane LOS	A				C
Approach Delay (s/veh)	1.5		0.0		16.4
Approach LOS					C

Intersection Summary			
Average Delay	2.4		
Intersection Capacity Utilization	54.0%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

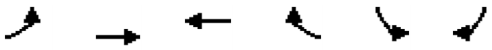


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	119	614	417	51	51	119
Future Volume (Veh/h)	119	614	417	51	51	119
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	129	667	453	55	55	129
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	TWLTL			
Median storage veh)		2	2			
Upstream signal (ft)		1238				
pX, platoon unblocked					0.90	
vC, conflicting volume	508				1378	453
vC1, stage 1 conf vol					453	
vC2, stage 2 conf vol					925	
vCu, unblocked vol	508				1364	453
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	88				82	79
cM capacity (veh/h)	1057				300	607

Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	SB 2
Volume Total	129	667	453	55	55	129
Volume Left	129	0	0	0	55	0
Volume Right	0	0	0	55	0	129
cSH	1057	1700	1700	1700	300	607
Volume to Capacity	0.12	0.39	0.27	0.03	0.18	0.21
Queue Length 95th (ft)	10	0	0	0	16	20
Control Delay (s/veh)	8.9	0.0	0.0	0.0	19.7	12.5
Lane LOS	A				C	B
Approach Delay (s/veh)	1.4		0.0		14.7	
Approach LOS					B	

Intersection Summary			
Average Delay	2.6		
Intersection Capacity Utilization	42.3%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.

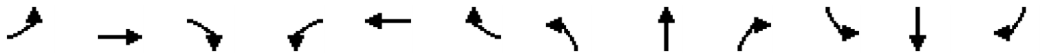


Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	15	650	453	10	10	15
Future Volume (Veh/h)	15	650	453	10	10	15
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	16	707	492	11	11	16
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		TWLTL	None			
Median storage veh)		2				
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	503				1237	498
vC1, stage 1 conf vol					498	
vC2, stage 2 conf vol					739	
vCu, unblocked vol	503				1237	498
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)					5.4	
tF (s)	2.2				3.5	3.3
p0 queue free %	98				97	97
cM capacity (veh/h)	1061				399	573

Direction, Lane #	EB 1	EB 2	WB 1	SB 1
Volume Total	16	707	503	27
Volume Left	16	0	0	11
Volume Right	0	0	11	16
cSH	1061	1700	1700	487
Volume to Capacity	0.02	0.42	0.30	0.06
Queue Length 95th (ft)	1	0	0	4
Control Delay (s/veh)	8.4	0.0	0.0	12.8
Lane LOS	A			B
Approach Delay (s/veh)	0.2		0.0	12.8
Approach LOS				B

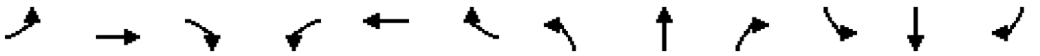
Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	44.2%	ICU Level of Service	A
Analysis Period (min)	15		

* Value less than 0.01.



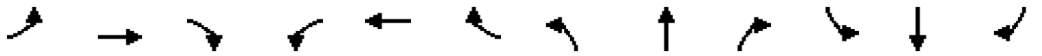
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	123	355	37	1	437	94	6	11	1	20	2	118
Future Volume (vph)	123	355	37	1	437	94	6	11	1	20	2	118
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Frt	1.00	0.99		1.00	0.97			0.99			0.89	
Flt Protected	0.95	1.00		0.95	1.00			0.98			0.99	
Satd. Flow (prot)	1597	1658		1597	1637			1644			1479	
Flt Permitted	0.34	1.00		0.49	1.00			0.87			0.95	
Satd. Flow (perm)	568	1658		829	1637			1449			1409	
Peak-hour factor, PHF	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	131	378	39	1	465	100	6	12	1	21	2	126
RTOR Reduction (vph)	0	3	0	0	7	0	0	1	0	0	112	0
Lane Group Flow (vph)	131	414	0	1	558	0	0	18	0	0	37	0
Heavy Vehicles (%)	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%
Turn Type	D.P+P	NA		D.P+P	NA		Perm	NA		Perm	NA	
Protected Phases	7	4		3	8			2			6	
Permitted Phases	8			4			2			6		
Actuated Green, G (s)	35.0	34.3		35.0	30.0			6.7			6.7	
Effective Green, g (s)	35.0	34.3		35.0	30.0			6.7			6.7	
Actuated g/C Ratio	0.59	0.57		0.59	0.50			0.11			0.11	
Clearance Time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Vehicle Extension (s)	2.0	2.0		2.0	2.0			2.0			2.0	
Lane Grp Cap (vph)	419	952		495	822			162			158	
v/s Ratio Prot	c0.03	c0.25		0.00	c0.34							
v/s Ratio Perm	0.16			0.00				0.01			c0.03	
v/c Ratio	0.31	0.43		0.00	0.68			0.11			0.24	
Uniform Delay, d1	6.1	7.2		5.1	11.2			23.8			24.2	
Progression Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Incremental Delay, d2	0.2	0.1		0.0	1.8			0.1			0.3	
Delay (s)	6.3	7.3		5.1	13.0			23.9			24.4	
Level of Service	A	A		A	B			C			C	
Approach Delay (s/veh)		7.1			13.0			23.9			24.4	
Approach LOS		A			B			C			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	11.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.58		
Actuated Cycle Length (s)	59.7	Sum of lost time (s)	18.0
Intersection Capacity Utilization	59.8%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			



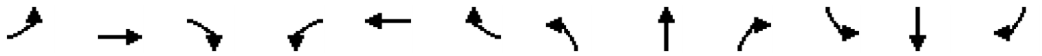
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	244	714	45	6	552	60	8	2	29	54	7	290
Future Volume (vph)	244	714	45	6	552	60	8	2	29	54	7	290
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Frt	1.00	0.99		1.00	0.99			0.90			0.89	
Flt Protected	0.95	1.00		0.95	1.00			0.99			0.99	
Satd. Flow (prot)	1736	1811		1736	1800			1625			1611	
Flt Permitted	0.22	1.00		0.20	1.00			0.83			0.94	
Satd. Flow (perm)	402	1811		366	1800			1366			1520	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	257	752	47	6	581	63	8	2	31	57	7	305
RTOR Reduction (vph)	0	2	0	0	3	0	0	25	0	0	145	0
Lane Group Flow (vph)	257	797	0	6	641	0	0	16	0	0	224	0
Heavy Vehicles (%)	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Turn Type	D.P+P	NA		D.P+P	NA		Perm	NA		Perm	NA	
Protected Phases	7	4		3	8			2			6	
Permitted Phases	8			4			2			6		
Actuated Green, G (s)	50.0	49.3		50.0	39.8			16.6			16.6	
Effective Green, g (s)	50.0	49.3		50.0	39.8			16.6			16.6	
Actuated g/C Ratio	0.59	0.58		0.59	0.47			0.20			0.20	
Clearance Time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Vehicle Extension (s)	2.0	2.0		2.0	2.0			2.0			2.0	
Lane Grp Cap (vph)	398	1055		227	846			268			298	
v/s Ratio Prot	c0.08	c0.44		0.00	0.36							
v/s Ratio Perm	0.30			0.02				0.01			c0.15	
v/c Ratio	0.65	0.76		0.03	0.76			0.06			0.75	
Uniform Delay, d1	11.5	13.2		10.0	18.4			27.7			32.0	
Progression Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Incremental Delay, d2	2.7	2.8		0.0	3.5			0.0			9.1	
Delay (s)	14.2	15.9		10.1	21.9			27.7			41.1	
Level of Service	B	B		B	C			C			D	
Approach Delay (s/veh)		15.5			21.8			27.7			41.1	
Approach LOS		B			C			C			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	22.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	84.6	Sum of lost time (s)	18.0
Intersection Capacity Utilization	87.5%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	127	381	41	1	475	103	7	13	1	22	2	124
Future Volume (vph)	127	381	41	1	475	103	7	13	1	22	2	124
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Frt	1.00	0.99		1.00	0.97			0.99			0.89	
Flt Protected	0.95	1.00		0.95	1.00			0.98			0.99	
Satd. Flow (prot)	1597	1657		1597	1636			1645			1480	
Flt Permitted	0.29	1.00		0.47	1.00			0.83			0.94	
Satd. Flow (perm)	493	1657		789	1636			1390			1407	
Peak-hour factor, PHF	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	135	405	44	1	505	110	7	14	1	23	2	132
RTOR Reduction (vph)	0	4	0	0	7	0	0	1	0	0	117	0
Lane Group Flow (vph)	135	445	0	1	608	0	0	21	0	0	40	0
Heavy Vehicles (%)	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%
Turn Type	D.P+P	NA		D.P+P	NA		Perm	NA		Perm	NA	
Protected Phases	7	4		3	8			2			6	
Permitted Phases	8			4			2			6		
Actuated Green, G (s)	38.5	37.8		38.5	32.1			7.0			7.0	
Effective Green, g (s)	38.5	37.8		38.5	32.1			7.0			7.0	
Actuated g/C Ratio	0.61	0.60		0.61	0.51			0.11			0.11	
Clearance Time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Vehicle Extension (s)	2.0	2.0		2.0	2.0			2.0			2.0	
Lane Grp Cap (vph)	410	986		487	827			153			155	
v/s Ratio Prot	c0.03	c0.27		0.00	c0.37							
v/s Ratio Perm	0.17			0.00				0.02			c0.03	
v/c Ratio	0.33	0.45		0.00	0.73			0.14			0.26	
Uniform Delay, d1	6.4	7.1		5.0	12.4			25.5			25.9	
Progression Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Incremental Delay, d2	0.2	0.1		0.0	2.9			0.2			0.3	
Delay (s)	6.6	7.2		5.0	15.3			25.7			26.2	
Level of Service	A	A		A	B			C			C	
Approach Delay (s/veh)		7.1			15.3			25.7			26.2	
Approach LOS		A			B			C			C	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	13.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.62		
Actuated Cycle Length (s)	63.5	Sum of lost time (s)	18.0
Intersection Capacity Utilization	63.1%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	249	763	49	7	584	67	9	2	32	60	8	300
Future Volume (vph)	249	763	49	7	584	67	9	2	32	60	8	300
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Lane Util. Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Frt	1.00	0.99		1.00	0.98			0.90			0.89	
Flt Protected	0.95	1.00		0.95	1.00			0.99			0.99	
Satd. Flow (prot)	1736	1810		1736	1799			1624			1612	
Flt Permitted	0.18	1.00		0.16	1.00			0.84			0.93	
Satd. Flow (perm)	334	1810		301	1799			1372			1516	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	262	803	52	7	615	71	9	2	34	63	8	316
RTOR Reduction (vph)	0	2	0	0	4	0	0	27	0	0	134	0
Lane Group Flow (vph)	262	853	0	7	682	0	0	18	0	0	253	0
Heavy Vehicles (%)	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
Turn Type	D.P+P	NA		D.P+P	NA		Perm	NA		Perm	NA	
Protected Phases	7	4		3	8			2			6	
Permitted Phases	8			4			2			6		
Actuated Green, G (s)	55.0	54.3		55.0	43.7			19.3			19.3	
Effective Green, g (s)	55.0	54.3		55.0	43.7			19.3			19.3	
Actuated g/C Ratio	0.60	0.59		0.60	0.47			0.21			0.21	
Clearance Time (s)	6.0	6.0		6.0	6.0			6.0			6.0	
Vehicle Extension (s)	2.0	2.0		2.0	2.0			2.0			2.0	
Lane Grp Cap (vph)	370	1064		190	851			286			316	
v/s Ratio Prot	c0.09	c0.47		0.00	0.38							
v/s Ratio Perm	0.33			0.02				0.01			c0.17	
v/c Ratio	0.71	0.80		0.04	0.80			0.06			0.80	
Uniform Delay, d1	13.7	14.8		12.0	20.6			29.3			34.7	
Progression Factor	1.00	1.00		1.00	1.00			1.00			1.00	
Incremental Delay, d2	5.0	4.2		0.0	5.2			0.0			12.9	
Delay (s)	18.7	19.0		12.0	25.8			29.3			47.6	
Level of Service	B	B		B	C			C			D	
Approach Delay (s/veh)		18.9			25.7			29.3			47.6	
Approach LOS		B			C			C			D	

Intersection Summary			
HCM 2000 Control Delay (s/veh)	26.2	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.83		
Actuated Cycle Length (s)	92.3	Sum of lost time (s)	18.0
Intersection Capacity Utilization	91.3%	ICU Level of Service	F
Analysis Period (min)	15		
c Critical Lane Group			

G. SIGNAL WARRANT WORKSHEET

TRAFFIC SIGNAL WARRANT ANALYSIS (TMUTCD)

MAJOR STREET:	Ennis Avenue	EB	WB	# OF APPROACH LANES:	1
MINOR STREET:	Sonoma Trail	NB	SB	# OF APPROACH LANES:	1
CITY, STATE:	Ennis, Texas				
COMMENTS:	Existing (2026) Conditions				

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N

85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): N

			Ennis Avenue			Sonoma Trail		
			EB Approach	WB Approach	Total	NB Approach	SB Approach	Minor Street Heavy Leg
07:00 AM	TO	07:00 AM	173	380	553	39	46	46
08:00 AM	TO	08:00 AM	253	439	692	56	68	68
09:00 AM	TO	09:00 AM	264	344	608	52	65	65
10:00 AM	TO	10:00 AM	266	330	596	74	80	80
11:00 AM	TO	11:00 AM	265	304	569	74	86	86
12:00 PM	TO	12:00 PM	234	311	545	89	118	118
01:00 PM	TO	01:00 PM	301	286	587	144	132	144
02:00 PM	TO	02:00 PM	277	291	568	147	132	147
03:00 PM	TO	03:00 PM	292	268	560	154	100	154
04:00 PM	TO	04:00 PM	401	348	749	115	137	137
05:00 PM	TO	05:00 PM	504	307	811	150	144	150
06:00 PM	TO	06:00 PM	420	366	786	101	141	141
07:00 PM	TO	07:00 PM	389	267	656	71	128	128

Warrant	Description	Warrant Met?
1	Eight-Hour Volume	Warrant NOT Met
2	Four-Hour Volume	Warrant NOT Met
3	Peak Hour Volume	Warrant NOT Met
4	Pedestrian Volume	Not Evaluated
5	School Crossing	N/A
6	Coordinated Signal System	N/A
7	Crash Experience	Not Evaluated
8	Roadway Network	N/A
9	Intersection Near a Grade Crossing	N/A

04/06/26

Kimley-Horn and Associates, Inc.

TRAFFIC SIGNAL WARRANT ANALYSIS (TMUTCD)

MAJOR STREET:	Ennis Avenue	EB	WB	# OF APPROACH LANES:	1
MINOR STREET:	Sonoma Trail	NB	SB	# OF APPROACH LANES:	1
CITY, STATE:	Ennis, Texas				
COMMENTS:	Build Out Background (2028)				

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N

85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): N

			Ennis Avenue			Sonoma Trail		
			EB Approach	WB Approach	Total	NB Approach	SB Approach	Minor Street Heavy Leg
07:00 AM	TO	07:00 AM	179	395	574	41	48	48
08:00 AM	TO	08:00 AM	263	456	719	59	71	71
09:00 AM	TO	09:00 AM	274	358	632	55	68	68
10:00 AM	TO	10:00 AM	276	343	619	77	84	84
11:00 AM	TO	11:00 AM	276	316	592	77	89	89
12:00 PM	TO	12:00 PM	243	324	567	92	123	123
01:00 PM	TO	01:00 PM	313	297	610	150	137	150
02:00 PM	TO	02:00 PM	289	302	591	154	137	154
03:00 PM	TO	03:00 PM	304	279	583	160	104	160
04:00 PM	TO	04:00 PM	418	362	780	120	142	142
05:00 PM	TO	05:00 PM	525	319	844	156	150	156
06:00 PM	TO	06:00 PM	437	381	818	105	146	146
07:00 PM	TO	07:00 PM	404	278	682	74	133	133

Warrant	Description	Warrant Met?
1	Eight-Hour Volume	WARRANT MET
2	Four-Hour Volume	Warrant NOT Met
3	Peak Hour Volume	Warrant NOT Met
4	Pedestrian Volume	Not Evaluated
5	School Crossing	N/A
6	Coordinated Signal System	N/A
7	Crash Experience	Not Evaluated
8	Roadway Network	N/A
9	Intersection Near a Grade Crossing	N/A

04/06/26

Kimley-Horn and Associates, Inc.

TRAFFIC SIGNAL WARRANT ANALYSIS (TMUTCD)

MAJOR STREET:	Ennis Avenue	EB	WB	# OF APPROACH LANES:	2
MINOR STREET:	Sonoma Trail	NB	SB	# OF APPROACH LANES:	2
CITY, STATE:	Ennis, Texas				
COMMENTS:	Build Out (2028)				

ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000 (Y OR N): N

85TH PERCENTILE SPEED OR POSTED SPEED LIMIT GREATER THAN 40 MPH ON MAJOR STREET (Y OR N): N

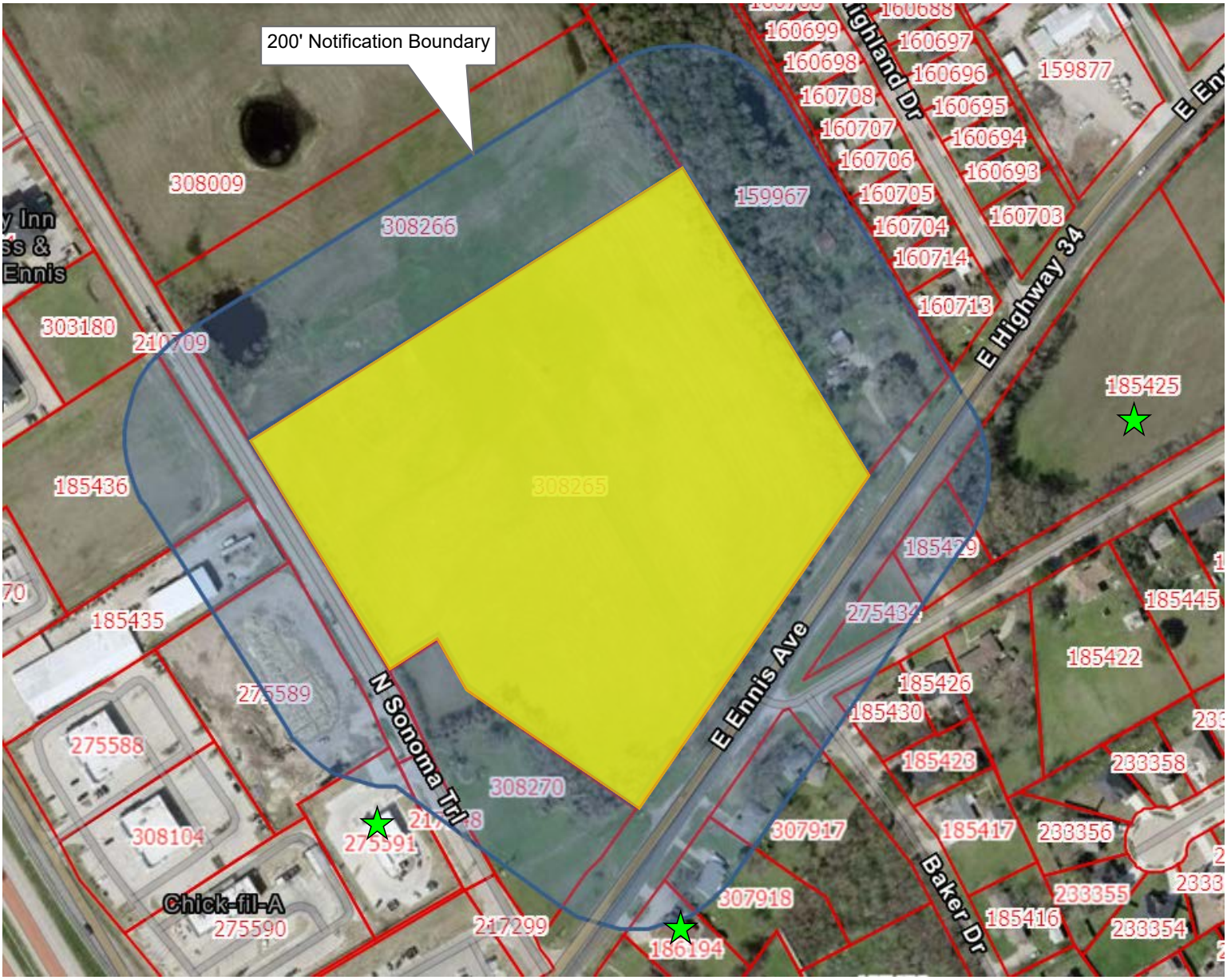
			Ennis Avenue			Sonoma Trail		
			EB Approach	WB Approach	Total	NB Approach	SB Approach	Minor Street Heavy Leg
07:00 AM	TO	07:00 AM	231	407	638	41	63	63
08:00 AM	TO	08:00 AM	375	504	879	59	131	131
09:00 AM	TO	09:00 AM	508	443	951	55	175	175
10:00 AM	TO	10:00 AM	539	447	986	77	214	214
11:00 AM	TO	11:00 AM	590	436	1026	77	239	239
12:00 PM	TO	12:00 PM	617	487	1104	92	327	327
01:00 PM	TO	01:00 PM	769	513	1282	150	406	406
02:00 PM	TO	02:00 PM	716	468	1184	154	344	344
03:00 PM	TO	03:00 PM	736	477	1213	160	352	352
04:00 PM	TO	04:00 PM	864	552	1416	120	379	379
05:00 PM	TO	05:00 PM	1010	532	1542	156	416	416
06:00 PM	TO	06:00 PM	909	591	1500	105	409	409
07:00 PM	TO	07:00 PM	807	484	1291	74	391	391

Warrant	Description	Warrant Met?
1	Eight-Hour Volume	WARRANT MET
2	Four-Hour Volume	WARRANT MET
3	Peak Hour Volume	WARRANT MET
4	Pedestrian Volume	Not Evaluated
5	School Crossing	N/A
6	Coordinated Signal System	N/A
7	Crash Experience	Not Evaluated
8	Roadway Network	N/A
9	Intersection Near a Grade Crossing	N/A

04/06/26

Kimley-Horn and Associates, Inc.

P&Z Case No. DEV-26-7



(15) Letters Sent
(3) Approvals
(0) Protests

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH AND DEVELOPMENT A DEPARTMENT

City of Ennis Inspection Services Received
OCT 20 2026

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. DEV-26-7

PID No. 185425

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, November 9, 2026 at 6:00 PM** in the City of Ennis City Hall, Commission Chambers and the City Commission on **Tuesday, November 17, 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 to discuss and consider approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of E Ennis Ave and N Sonoma Trl. Ellis CAD ID 308265.
P&Z Case No.: DEV-26-7
Owner: H-E-B, LP
Applicant: Kimley-Horn & Associates

HEB

Please be advised that the deadline to return this comment sheet in order to have your vote counted is **12:00 Noon on November 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
Adam Sanders 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 COMMUNITY HEALTH AND DEVELOPMENT
108 W KNOX ST
ENNIS, TEXAS 75119

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

CORSICANA MULTI-FAMILY & RETAIL PARK LLC
PO BOX 2363
COPPELL TX 75019-8301

City of Ennis
Inspection Services
Received
OCT 26 2026

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH AND DEVELOPMENT A DEPARTMENT

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. DEV-26-7

PID No. 186194

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, November 9, 2026 at 6:00 PM** in the City of Ennis City Hall, Commission Chambers and the City Commission on **Tuesday, November 17, 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 to discuss and consider approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of E Ennis Ave and N Sonoma Trl. Ellis CAD ID 308265.
P&Z Case No.: DEV-26-7
Owner: H-E-B, LP
Applicant: Kimley-Horn & Associates

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

BLANTON JEANNETTE M &
1307 E ENNIS AVE
ENNIS TX 75119-5212

City of Ennis
Inspection Services
Received
NOV 01 2026

CITY OF ENNIS, TEXAS
COMMUNITY HEALTH AND DEVELOPMENT A DEPARTMENT

COMMENT SOLICITATION SHEET FOR PLANNING & ZONING CASE No. DEV-26-7

PID No. 275591

The Planning and Zoning Commission of the City of Ennis will hold a Public Hearing for the above referenced planning case on **Monday, November 9, 2026 at 6:00 PM** in the City of Ennis City Hall, Commission Chambers and the City Commission on **Tuesday, November 17, 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 to discuss and consider approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of E Ennis Ave and N Sonoma Trl. Ellis CAD ID 308265.
P&Z Case No.: DEV-26-7
Owner: H-E-B, LP
Applicant: Kimley-Horn & Associates

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

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

OR

E-MAIL TO
jbarake@ennistx.gov
estubbs@ennistx.gov

M7 LAND INVESTMENTS LLC
400 E RANDOLPH ST APT 2507
CHICAGO IL 60601-5038

City Commission – Regular Session

Public Hearing- F._.

- **F._.** - Conduct a Public Hearing to discuss and consider approval of an Ordinance approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of East Ennis Avenue and North Sonoma Trail. Ellis CAD ID 308265.

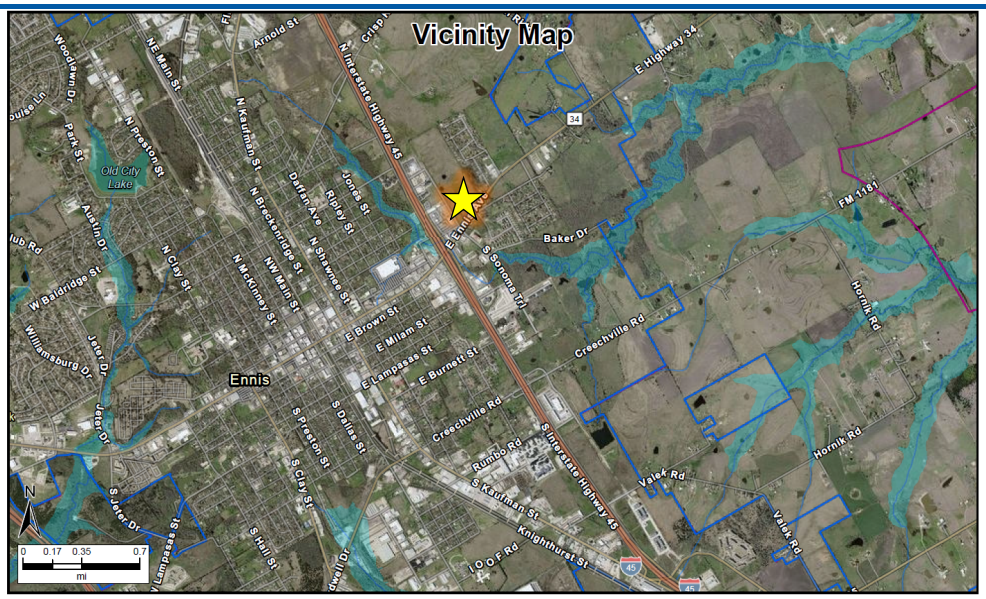
Case No. DEV-26-7

P&Z Case # DEV-26-7

Overview:

- Location: Ward 1
- Requested by: Kimley-Horn & Associates
- For: Type II Site Plan
- Use: Future Construction of Grocery Store
- Notices: 15 Surrounding Property Owners Notified
  - 3 Voted "In Favor"
  - 0 Voted "In Protest"
- Case heard by P&Z Commission on 11/9/26

P&Z Case # DEV-26-7

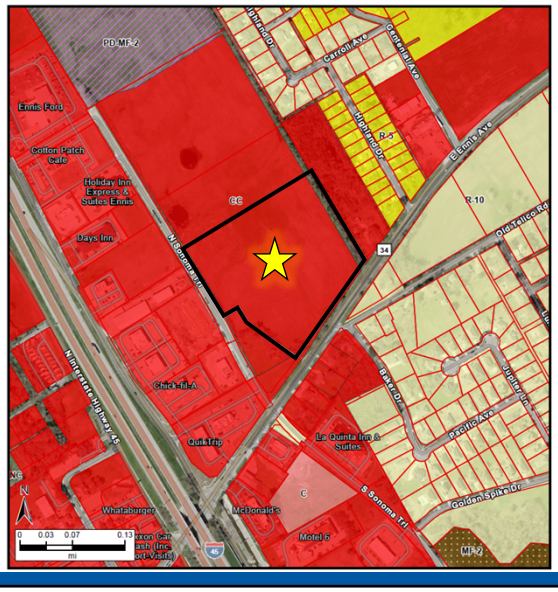


P&Z Case # DEV-26-7

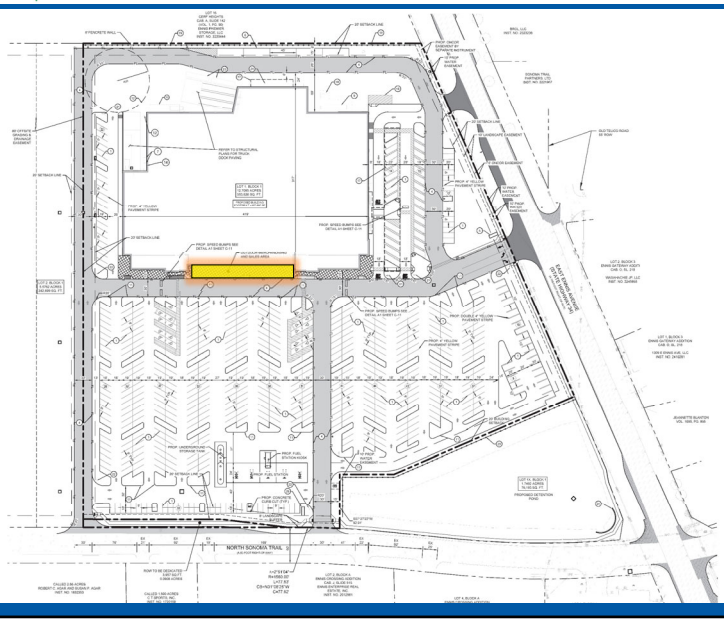


P&Z Case # DEV-26-7

Zoning Map



P&Z Case # DEV-26-7



1. UDO Sec. 5.3.6 (9) (b), "Outside Display and Sales are limited to no more than five percent of building area containing the primary use."

A maximum of 8 percent of the building area may be utilized for Outside Display and Sales.

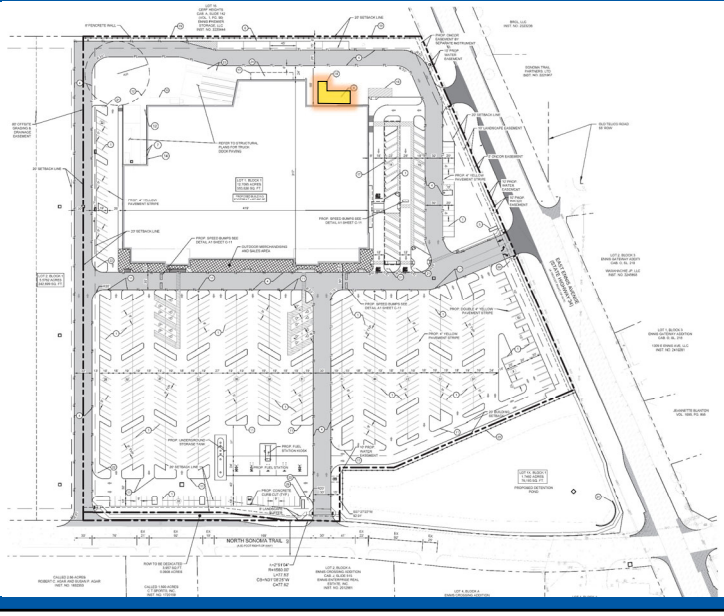
2. UDO Sec. 5.3.6 (9) (e), "If Outside Display and Sales are permitted to be displayed for more than 14 continuous days, then they shall be screened to meet the standards for screening of outside storage areas."

Outside Display and Sales shall be permitted year round without screening.

3. UDO Sec. 5.2.4 (10), "Outdoor storage or display of products along any highway frontage shall be prohibited. All storage areas shall be located within the rear yard and screened from adjacent properties and any public right-of-way."

Outside Display and Sales shall be oriented towards Sonoma Trail. Some visibility of the Outside Display and Sales will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

P&Z Case # DEV-26-7



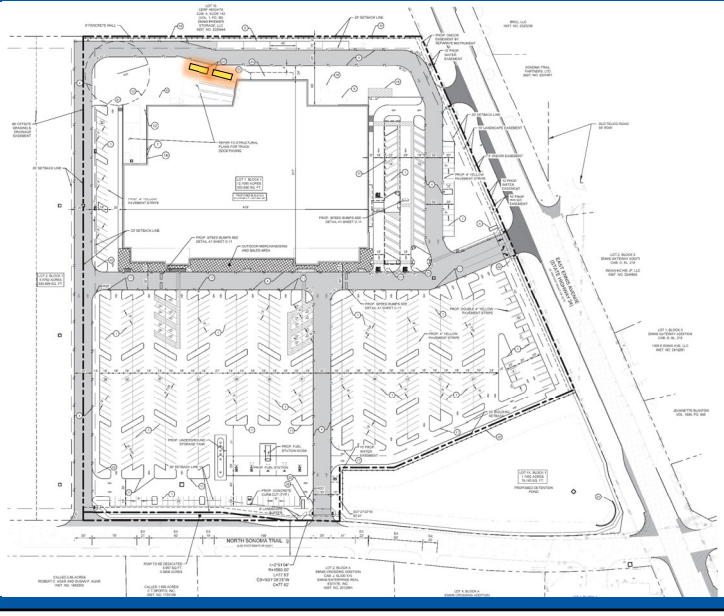
4. UDO Sec. 7.3.3 (5) (d), "Ground-Mounted Mechanical Equipment shall be screened from view along the primary street frontage by landscaping or by a decorative fence that is compatible with the architecture and landscaping of the site. The fence shall be of a height equal to or greater than the height of the mechanical equipment being screened."

Ground-mounted mechanical equipment shall be located at the rear of the building and not readily visible from the primary street frontage along Sonoma Trail. Some visibility of the Ground-mounted mechanical equipment will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

5. UDO Sec. 8.3.2 (2), "All development subject to this article shall set aside the following minimum amounts of land area as common open space that meets the standards of this section unless alternative standards are established as part of a PD or RMU development ordinance for a specific development. For non-residential and mixed-use buildings or developments with a gross floor area or cumulative area greater than 40,000 square feet: five (5) percent of total gross site area"

The open space requirement shall be waived for this development.

P&Z Case # DEV-26-7



6. UDO Sec. 5.3.5 (6) (a), "Except where exempted, all accessory structures shall be designed to be aesthetically compatible with the primary structure. Compatibility shall be evaluated in terms of building materials, building orientation, building placement, building articulations, and building mass. Non-enclosed stables, gazebos, greenhouses, and carports ten feet or less in height with a roofed area of 120 square feet or less are exempt from this compatibility requirement."

Storage containers serving as accessory structures shall be permitted at the rear of the building and limited to a maximum of four (4) storage containers. Placement of containers shall meet all applicable building codes, fire codes and shall not interfere with vehicular maneuverability.

P&Z Case # DEV-26-7



P&Z Case # DEV-26-7

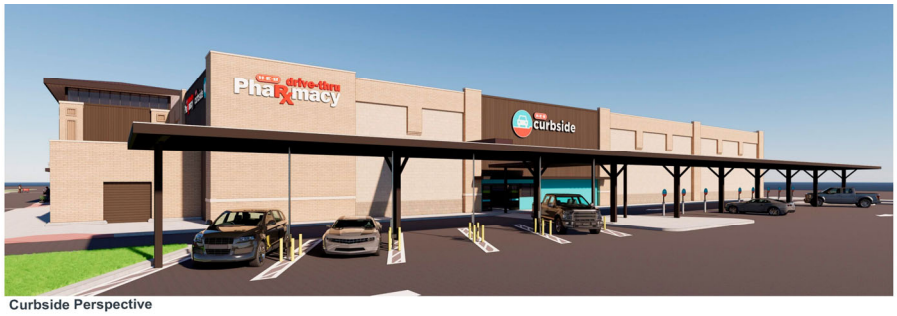


Fresh Entry Perspective



GM Entry Perspective

P&Z Case # DEV-26-7

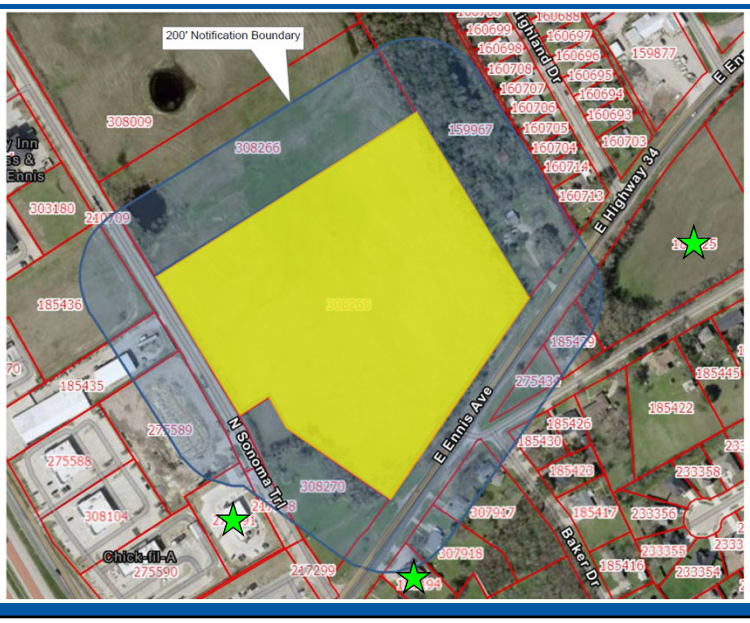


Curbside Perspective



Left Side Perspective

P&Z Case # DEV-26-7



(15) Letters Sent
(3) Approvals
(0) Protests

P&Z Case # DEV-26-7

Overview:

- Location: Ward 1
- Requested by: Kimley-Horn & Associates
- For: Type II Site Plan
- Use: Future Construction of Grocery Store
- Notices: 15 Surrounding Property Owners Notified
  - 3 Voted "In Favor"
  - 0 Voted "In Protest"
- Case heard by P&Z Commission on 11/9/26

City Commission – Regular Session

Public Hearing- F._.

- **F._.** - Conduct a Public Hearing to discuss and consider approval of an Ordinance approving a Type II Site Plan in the Corridor Commercial (CC) zoning district for an approximately 107,000 SF structure to serve as anchor retail on Lot 1, Block 1, Ennis Gateway Addition, City of Ennis, Ellis County, Texas. Generally located at the northeast corner of East Ennis Avenue and North Sonoma Trail. Ellis CAD ID 308265.

Open the Public Hearing
Public Comment
Close the Public Hearing

Motion, Second, Discussion & Vote

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING A TYPE II SITE PLAN ON AN APPROXIMATE 12.8003 ACRE TRACT OF LAND SITUATED IN THE THOMAS HAVEN SURVEY, ABSTRACT NO. 489, LOT 1, BLOCK 1 OF THE ENNIS GATEWAY ADDITION, GENERALLY LOCATED AT THE NORTHEAST CORNER OF EAST ENNIS AVENUE AND NORTH SONOMA TRAIL IN THE CITY OF ENNIS, ELLIS COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF FINDINGS; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) PER DAY FOR EACH OFFENSE, AND EACH AND EVERY DAY ANY SUCH VIOLATION SHALL OCCUR OR CONTINUE SHALL BE A SEPARATE OFFENSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Kimley-Horn and Associates ("Applicant"), acting as authorized representative for the landowner, H-E-B, LP, has filed an application requesting approval of a Type II Site Plan on an approximate 12.8003-acre tract of land, situated in the Thomas Haven Survey, Abstract No. 489, Lot 1, Block 1 of the Ennis Gateway Addition, City of Ennis, Ellis County, Texas, generally located at the northeast corner of East Ennis Avenue and North Sonoma Trail, Ellis CAD ID 308265, and more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the "Planning and Zoning Commission") has recommended to the City Commission to approve the Type II Site Plan on the Property; and

WHEREAS, in accordance with Article 3.2.7 of the City of Ennis Unified Development Ordinance, the City Commission and the Planning and Zoning Commission have determined that the requested Type II Site Plan is in keeping with the intent and purpose of the City of Ennis Unified Development Ordinance, and promotes the health, safety, and general welfare of the City; 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 development, and deviations from the standards set forth in the Unified Development Ordinance, and compatibility with surrounding uses, and compatibility with adjacent undeveloped parcels, and the City Commission does hereby find that the requested Type II Site Plan 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. Site Plan Approval. The Type II Site Plan, attached hereto as **Exhibit B** and incorporated herein for all purposes is hereby approved for the Property. All development, construction, and use of the Property shall conform to the Type II Site Plan. Development shall adhere to all applicable City, state, and federal laws, as they exist or may be in the future amended, including but not limited to Unified Development Ordinance, building codes, fire codes, and all accessibility standards as required by law, except relief from certain standards of the Unified Development Ordinance is granted by the approval of this Type II Site Plan as detailed in **Exhibit C** which is attached hereto as and incorporated herein.

SECTION 3. Conditions of Approval. The approval granted by Section 2 of this Ordinance is expressly conditioned upon the applicant's strict compliance with the following requirements:

1. No building permit shall be issued for the Property until all required engineering, drainage, and infrastructure construction plans are reviewed and explicitly approved by the City.
2. Any alteration to the approved Type II Site Plan shall require a formal site plan amendment process.

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 17th day of November 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT “A”
LEGAL DESCRIPTION

LEGAL DESCRIPTION

BEING Lot 1, Block 1, of ENNIS GATEWAY ADDITION, an Addition to the City of Ennis, Ellis County, Texas, according to the proposed Amended Plat thereof recorded in cc# 2613607, Real Property Records, Ellis County, Texas, and being more particularly described by metes and bounds as follows:

BEING a 12.8003 acre (557,582 square foot) tract of land situated in the Thomas Haven Survey, Abstract No. 489, Ellis County, Texas, and being all of Lots 1 & 2, and a portion of Lots 3 & 5, Block 1, and all of a called 0.035 acre right-of-way dedication, Ennis Gateway Addition, an addition to the City of Ennis according to the plat recorded in Cabinet O, Slide 351 of the Plat Records of Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the east corner of said Lot 5, and being in the northwest right-of-way line of East Ennis Avenue (State Highway 34), a 100-foot right-of-way;

THENCE South 34°00'12" West, along the said northwest right-of-way line, a distance of 657.37 feet to a 5/8-inch iron rod with “KHA” cap set for corner at the east corner of Lot 1X, said Block 1;

THENCE North 56°02'20" West, departing the said northwest right-of-way line, and along northeast line of said Lot 1X, a distance of 335.50 feet to a 1/2-inch iron rod found (disturbed) for an angle point in the said northeast line;

THENCE North 32°32'38" West, continuing along the said northeast line, a distance of 92.67 feet to a 5/8-inch iron rod with “KHA” cap set at the north corner of said Lot 1X;

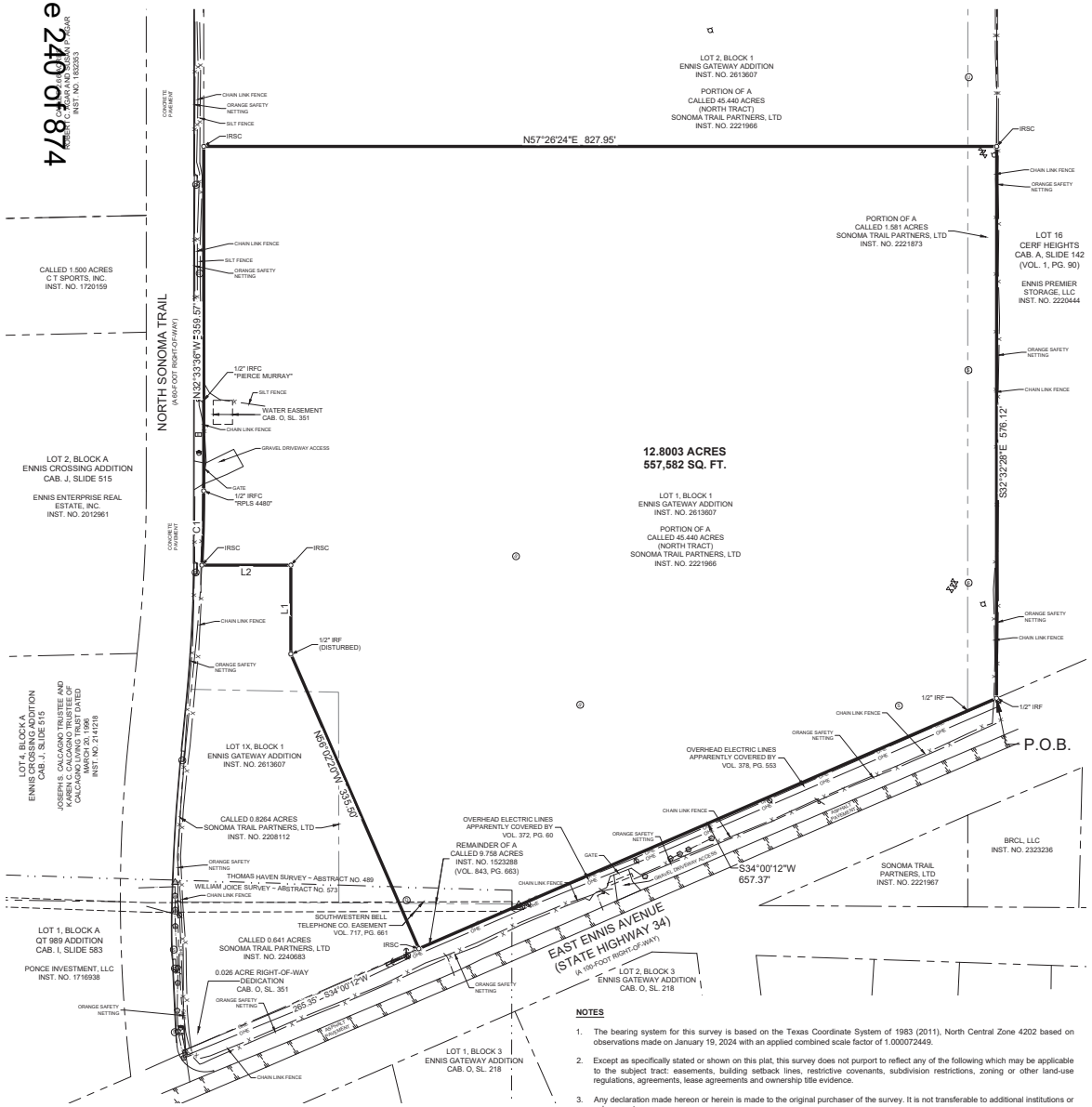
THENCE South 57°27'22" West, along the northwest line of said Lot 1X, a distance of 92.91 feet to a 5/8-inch iron rod with “KHA” cap set at the westernmost corner of said Lot 1X, and being in the southwest line of said Block 1, and being in the northeast right-of-way line of North Sonoma Trail, a 60-foot right-of-way, and being the beginning of a non-tangent curve to the left with a radius of 1,560.00 feet, a central angle of 02°51'04", and a chord bearing and distance of North 31°08'25" West, 77.62 feet;

THENCE in a northwesterly direction, along the said southwest line, and along said non-tangent curve to the left, an arc distance of 77.63 feet to a 1/2-inch iron rod with “RPLS 4480” cap found for corner;

THENCE North 32°33'36" West, continuing along the said southwest line, a distance of 359.57 feet to a 5/8-inch iron rod with “KHA” cap set for corner;

THENCE North 57°26'24" East, departing the said southwest line, a distance of 827.95 feet to a 5/8-inch iron rod with “KHA” cap set for corner in the northeast line of aforementioned Lot 5, Block 1;

THENCE South 32°32'28" East, along the said northeast line, a distance of 576.12 feet to the **POINT OF BEGINNING** and containing 557,582 square feet or 12.8003 acres of land, more or less.



LEGAL DESCRIPTION

Tract 1: Fee Simple

BEING Lot 1, Block 1, of ENNIS GATEWAY ADDITION, an Addition to the City of Ennis, Ellis County, Texas, according to the proposed Amended Plat thereof recorded in cc# 2613607, Real Property Records, Ellis County, Texas, and being more particularly described by metes and bounds as follows:

BEING a 12.8003 acre (557,582 square foot) tract of land situated in the Thomas Haven Survey, Abstract No. 489, Ellis County, Texas, and being all of Lots 1 & 2, and a portion of Lots 3 & 5, Block 1, and all of a called 0.035 acre right-of-way dedication, Ennis Gateway Addition, an addition to the City of Ennis according to the plat recorded in Cabinet O, Slide 351 of the Plat Records of Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the east corner of said Lot 5, and being in the northwest right-of-way line of East Ennis Avenue (State Highway 34), a 100-foot right-of-way;

THENCE South 34°00'12" West, along the said northwest right-of-way line, a distance of 657.37 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the east corner of Lot 1X, said Block 1;

THENCE North 56°02'20" West, departing the said northwest right-of-way line, and along northeast line of said Lot 1X, a distance of 335.50 feet to a 1/2-inch iron rod found (disturbed) for an angle point in the said northeast line;

THENCE North 32°32'38" West, continuing along the said northeast line, a distance of 92.67 feet to a 5/8-inch iron rod with "KHA" cap set at the north corner of said Lot 1X;

THENCE South 57°27'22" West, along the northwest line of said Lot 1X, a distance of 92.91 feet to a 5/8-inch iron rod with "KHA" cap set at the westernmost corner of said Lot 1X, and being in the southwest line of said Block 1, and being in the northeast right-of-way line of North Sonoma Trail, a 60-foot right-of-way, and being the beginning of a non-tangent curve to the left with a radius of 1,560.00 feet, a central angle of 02°51'04", and a chord bearing and distance of North 31°08'25" West, 77.62 feet;

THENCE in a northwesterly direction, along the said southwest line, and along said non-tangent curve to the left, an arc distance of 77.63 feet to a 1/2-inch iron rod with "RPLS 4480" cap found for corner;

THENCE North 32°33'36" West, continuing along the said southwest line, a distance of 359.57 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 57°26'24" East, departing the said southwest line, a distance of 827.95 feet to a 5/8-inch iron rod with "KHA" cap set for corner in the northeast line of aforementioned Lot 5, Block 1;

THENCE South 32°32'28" East, along the said northeast line, a distance of 576.12 feet to the **POINT OF BEGINNING** and containing 557,582 square feet or 12.8003 acres of land, more or less.

Tract 2: Easement Estate

BEING those certain non-exclusive easements described in Article _____ of the Declaration of Restrictions and Reciprocal Easements, dated __/__/2026, recorded __/__/2026, filed in cc#_____, Real Property Records, Ellis County, Texas.

NOTES ADDRESSING SCHEDULE B EXCEPTIONS

(Pursuant to Commitment for Title Insurance, issued by First American Title Insurance Company, GF. No. 1002-421079-RTT, effective date February 4, 2026, issued April 22, 2026.)

1. The restrictive covenants described in Instrument No. 1523288, Real Property Records, Ellis County, Texas does affect the surveyed property.

10e. The surveyed property is a portion of the tract of the tract of land described in Instrument No. 2240683, Real Property Records, Ellis County, Texas.

10l. The easement described in Volume 372, Page 60, Real Property Records, Ellis County, Texas is located on the surveyed property as shown hereon.

10j. The easement described in Volume 378, Page 553, Real Property Records, Ellis County, Texas is located on the surveyed property as shown hereon.

10l. The easement described in Volume 717, Page 661, Real Property Records, Ellis County, Texas is located on the surveyed property as shown hereon.

10q. The easements as shown on plat filed in Cabinet O, Slide 351, Real Property Records, Ellis County, Texas are located on the surveyed property as shown hereon.

SURVEYORS CERTIFICATION

To: H-E-B, LP, a Texas limited partnership;
Sonoma Trail Partners, Ltd., a Texas limited partnership;
Republic Title of Texas, Inc; and
First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 4, 8, 9, 13 and 16 of Table A thereof. The field work was completed on July 31, 2025.

Survey Date: April 22, 2026

Joshua D. Wargo
Registered Professional Land Surveyor No. 6391
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

FLOOD STATEMENT

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48139C0380F, for Ellis County, Texas and incorporated areas, dated June 3, 2013, this property is not located within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

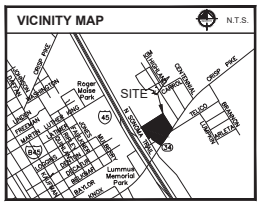
NOTES

1. The bearing system for this survey is based on the Texas Coordinate System of 1983 (2011), North Central Zone 4202 based on observations made on January 19, 2024 with an applied combined scale factor of 1.000072449.
2. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, agreements, lease agreements and ownership title evidence.
3. Any declaration made hereon or herein is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
4. This survey does not provide a determination or opinion concerning the location of existing wetlands, fault lines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
5. Ongoing site utility construction and earth moving work was observed at the time of field survey. (Table A Item 16)
6. There were no buildings observed on the surveyed property.
7. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Furthermore, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as accurately as possible.
8. The surveyor has no knowledge of any proposed changes in street right-of-way lines. There was no evidence of recent street or sidewalk construction or repair observed in the process of conducting the fieldwork. Furthermore, there were no visible encroachments or protrusions except as shown hereon.
9. The surveyed property has gravel driveway access to North Sonoma Trail and State Highway 34, as shown hereon.

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GRAPHIC SCALE IN FEET
60 0 30 60 120
1" = 60' @ 24X36

VICINITY MAP N.T.S.



LEGEND

ROOF DRAIN	MAIL BOX
CABLE TV BOX	SANITARY SEWER CLEAN OUT
CABLE TV HANDHOLE	SANITARY SEWER MANHOLE
CABLE TV MANHOLE	SANITARY SEWER MARKER FLAG
CABLE TV MARKER FLAG	SANITARY SEWER MARKER SIGN
CABLE TV MARKER SIGN	SANITARY SEWER SEPTIC TANK
CABLE TV VAULT	SANITARY SEWER VAULT
COMMUNICATIONS BOX	STORM SEWER BOX
COMMUNICATIONS HANDHOLE	STORM SEWER DRAIN
COMMUNICATIONS MANHOLE	STORM SEWER MANHOLE
COMMUNICATIONS MARKER FLAG	STORM SEWER VAULT
COMMUNICATIONS MARKER SIGN	TRAFFIC BARRIER
COMMUNICATIONS VAULT	TRAFFIC BOLLARD
ELEVATION BENCHMARK	TRAFFIC BOX
FIBER OPTIC BOX	CROSS WALK SIGNAL
FIBER OPTIC HANDHOLE	TRAFFIC HANDHOLE
FIBER OPTIC MANHOLE	TRAFFIC MANHOLE
FIBER OPTIC MARKER FLAG	TRAFFIC MARKER SIGN
FIBER OPTIC MARKER SIGN	TRAFFIC SIGNAL
FIBER OPTIC VAULT	TRAFFIC VAULT
MONITORING WELL	UNIDENTIFIED BOX
GAS HANDHOLE	UNIDENTIFIED HANDHOLE
GAS METER	UNIDENTIFIED METER
GAS MANHOLE	UNIDENTIFIED MANHOLE
GAS MARKER FLAG	UNIDENTIFIED MARKER FLAG
GAS SIGN	UNIDENTIFIED MARKER SIGN
GAS TANK	UNIDENTIFIED POLE
GAS VAULT	UNIDENTIFIED TANK
GAS VALVE	UNIDENTIFIED VAULT
TELEPHONE BOX	UNIDENTIFIED VALVE
TELEPHONE HANDHOLE	IRRIGATION VALVE
TELEPHONE MANHOLE	WATER BOX
TELEPHONE MARKER FLAG	FIRE DEPT. CONNECTION
TELEPHONE MARKER SIGN	WATER HAND HOLE
TELEPHONE VAULT	FIRE HYDRANT
PIPELINE MARKER SIGN	WATER METER
ELECTRIC BOX	WATER MANHOLE
FLOOD LIGHT	WATER MARKER FLAG
GUY ANCHOR	WATER MARKER SIGN
GUY ANCHOR POLE	WATER VAULT
ELECTRIC HANDHOLE	WATER VALVE
LIGHT STANDARD	WATER WELL
ELECTRIC METER	IRSC 5/8" IRON ROD W/ "KHA" CAP SET
ELECTRIC MANHOLE	IRFC IRON ROD WITH CAP FOUND
ELECTRIC MARKER FLAG	MNS MAG NAIL SET
ELECTRIC MARKER SIGN	MNF MAG NAIL FOUND
UTILITY POLE	IRF IRON ROD FOUND
ELECTRIC TRANSFORMER	IPF IRON PIPE FOUND
ELECTRIC VAULT	ADF ALUMINUM DISK FOUND
HANDICAPPED PARKING	BDF BRASS DISK FOUND
SIGN	CMF CONCRETE MONUMENT FOUND
MARQUEE-BILLBOARD	XS "X" CUT IN CONCRETE SET
BORE LOCATION	XF "X" CUT IN CONCRETE FOUND
FLAG POLE	P.O.B. POINT OF BEGINNING
GREASE TRAP	P.O.C. POINT OF COMMENCING

LINE TYPE LEGEND

	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	BUILDING LINE
W	WATER LINE
SS	SANITARY SEWER LINE
	STORM SEWER LINE
GAS	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
UGE	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
CBL	UNDERGROUND CABLE LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	DENIAL OF ACCESS LINE

LINE TABLE

NO.	BEARING	LENGTH
L1	N32°32'38"W	92.67'
L2	S57°27'22"W	92.91'

CURVE TABLE

NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1560.00'	2°51'04"	N31°08'25"W	77.62'	77.63'

ALTA/NSPS LAND TITLE SURVEY
12.8003 ACRES
THOMAS HAVEN SURVEY
ABSTRACT NO. 489
WILLIAM JOICE SURVEY
ABSTRACT NO. 573
CITY OF ENNIS, ELLIS COUNTY, TEXAS

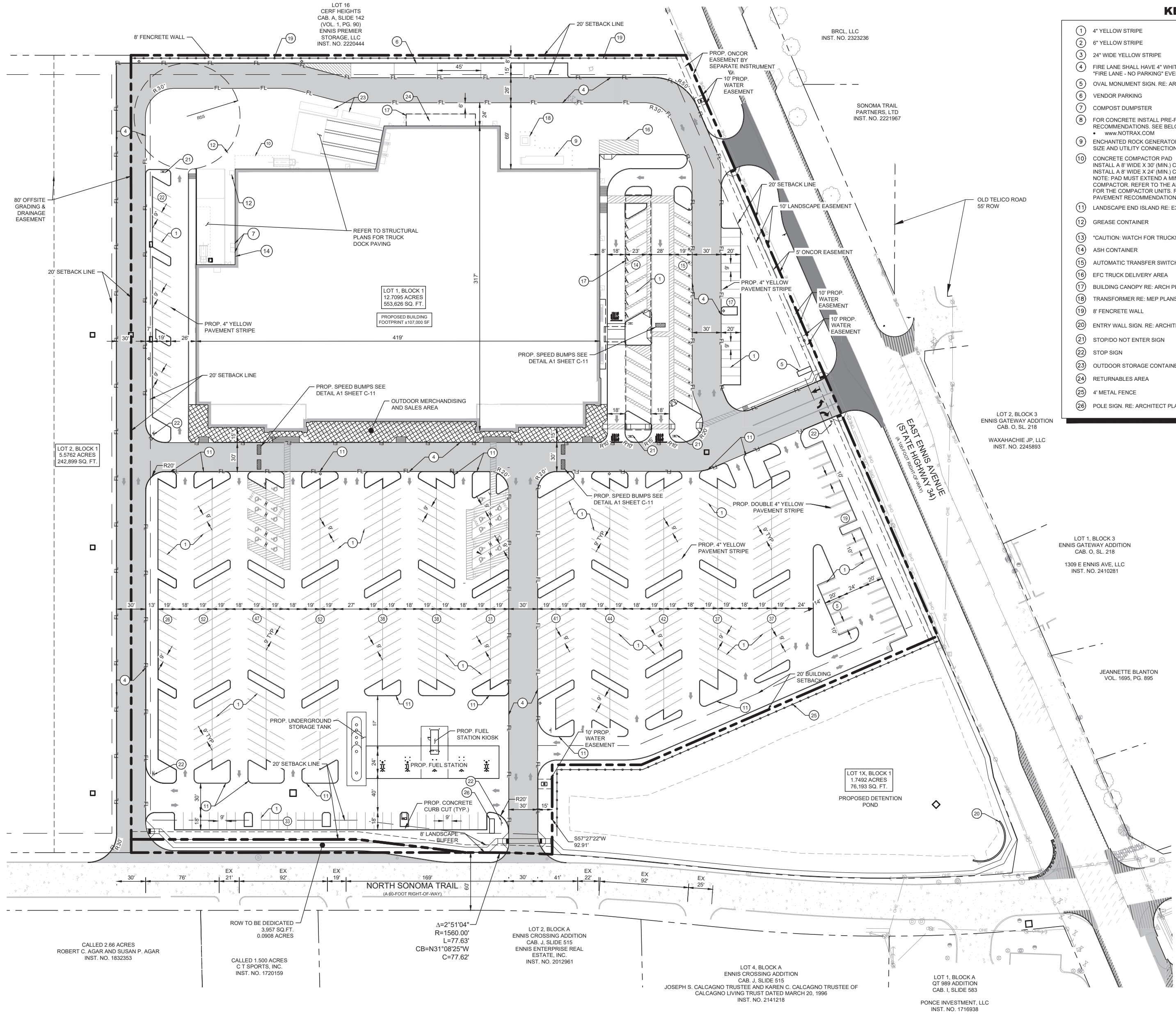
Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
Tel. No. (817) 335-6511
FIRM # 10194040
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	CRG	JDW	4/22/2026	069227451	1 OF 1

DWG NAME: K:\FW_SERVICES\069227451\SURVEY\069227451 ABS SURVEY.DWG LAST SAVED: 4/22/2026 1:29 PM by CRG
XREF NAME: K:\FW_SERVICES\069227451\SURVEY\XREF\069227451 BOUNDARY.DWG

EXHIBIT “B”
SITE PLAN

F.1.

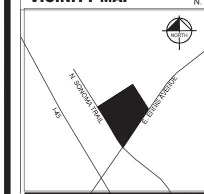


KEY NOTES

1. 4" YELLOW STRIPE
2. 6" YELLOW STRIPE
3. 24" WIDE YELLOW STRIPE
4. FIRE LANE SHALL HAVE 4" WHITE LETTERS STENCILED ON 6" RED STRIPE STATING "FIRE LANE - NO PARKING" EVERY 25 FEET PER CITY OF ENNIS STANDARDS.
5. OVAL MONUMENT SIGN. RE: ARCHITECT PLANS
6. VENDOR PARKING
7. COMPOST DUMPSTER
8. FOR CONCRETE INSTALL PRE-FABRICATED SPEED HUMPS PER MANUFACTURERS' RECOMMENDATIONS. SEE BELOW FOR EBISTE OF APPROVED MANUFACTURERS -
   - www.NOTRAX.COM
9. ENCHANTED ROCK GENERATOR LOCATION. COORDINATE WITH MEP FOR FINAL SIZE AND UTILITY CONNECTIONS.
10. CONCRETE COMPACTOR PAD
    INSTALL A 8' WIDE X 30' (MIN.) CONCRETE PAD FOR THE MAIN WAREROOM COMPACTOR
    INSTALL A 8' WIDE X 24' (MIN.) CONCRETE PAD FOR THE PRODUCE COMPACTOR
    NOTE: PAD MUST EXTEND A MINIMUM DISTANCE OF 5 FEET IN FRONT OF THE COMPACTOR. REFER TO THE ARCHITECTS PLANS FOR DETAILS AND SPECIFICATIONS FOR THE COMPACTOR UNITS. REFER TO STRUCTURAL PLANS FOR THE COMPACTOR PAD PAVEMENT RECOMMENDATIONS AND SPECIFICATIONS.
11. LANDSCAPE END ISLAND RE: E3/C-6.0
12. GREASE CONTAINER
13. "CAUTION: WATCH FOR TRUCKS" SIGNAGE
14. ASH CONTAINER
15. AUTOMATIC TRANSFER SWITCH FOR EROCK
16. EFC TRUCK DELIVERY AREA
17. BUILDING CANOPY RE: ARCH PLANS
18. TRANSFORMER RE: MEP PLANS
19. 8' FENCRETE WALL
20. ENTRY WALL SIGN. RE: ARCHITECT PLANS
21. STOP/DO NOT ENTER SIGN
22. STOP SIGN
23. OUTDOOR STORAGE CONTAINERS
24. RETURNABLES AREA
25. 4' METAL FENCE
26. POLE SIGN. RE: ARCHITECT PLANS

VICINITY MAP

N.T.S.



LEGEND

FL	PROPOSED FIRE LANE
	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	PROPOSED BUILDING
	PROPOSED TXDOT CONCRETE PAVEMENT (BY OTHERS)
	PROPOSED TXDOT ASPHALT PAVEMENT (BY OTHERS)
	OUTDOOR MERCHANDISING AND SALES AREA
TYP.	TYPICAL
PROP.	PROPOSED
X	NUMBER OF PARKING SPACES
EX.	EXISTING
BFR	BARRIER FREE RAMP
SSMH	SANITARY SEWER MANHOLE
GT	GREASE TRAP
IM	IRRIGATION METER
WM	WATER METER
FH	FIRE HYDRANT
WI	WYE INLET
GI	GRATE INLET
JB	JUNCTION BOX
CI	CURB INLET
TD	TRENCH DRAIN
FFE	FINISHED FLOOR ELEVATION
FOC	FACE OF CURB
TC	TOP OF CURB

TREE STATEMENT

NO EXISTING TREES ON THE PROPERTY.

FLOOD STATEMENT

FLOOD STATEMENT: According to Community Panel No. 48139C0380F, effective June 3, 2013 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Ellis County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, all portions of this property are within Zone X, which is not a Special Flood Hazard Area.

SITE DATA SUMMARY TABLE	
EXISITNG ZONING	CC
EXISTING USE	VACANT
PROPOSED USE	GROCERY STORE WITH GASOLINE SALES PUMP
SITE AREA	±12.8003 AC (±557,581 SF)
BUILDING AREA	±107,000 SF (19.19% OF LOT) (USE: GROCERY STORE) ±4,669 SF (0.84% OF LOT) (USE: GASOLINE SALES PUMP)
BUILDING AREA BY USE	95.82% GROCERY STORE / 4.18% GASOLINE SALES PUMP
AREA IN SETBACKS	±62,110 SF
OUTSIDE DISPLAY AREA	±7,750 SF
MAXIMUM BUILDING COVERAGE	75%
MINIMUM PARKING REQUIRED 1 / 300 SF	357
PROVIDED PARKING	597
REQUIRED ACCESSIBLE PARKING	12
PROVIDED ACCESSIBLE PARKING	15

Owner/Applicant:
H-E-B, LP
646 South Main, South Building, 1st Floor
San Antonio, TX 78204
Contact: Blake Beeson
Phone: (214) 680-7600
Email: beeson.blake@heb.com

Developer:
H-E-B, LP
646 South Main, South Building, 1st Floor
San Antonio, TX 78204
Contact: Blake Beeson
Phone: (214) 680-7600
Email: beeson.blake@heb.com

Engineer:
Kimley-Horn and Associates, Inc.
2600 N Central Expy
Suite 400
Richardson, Texas 75080
Contact: Jonathan Kerby, P.E.
Phone: (214) 617-0535
Email: jonathan.kerby@kimley-horn.com

FINAL SITE PLAN
GROCER ENNIS
BLOCK 1, LOT 1
Being ±12.8003 Acres Out Of The Thomas Haven Survey, Abstract No. 489, William Joice Survey, Abstract No. 573 City of Ennis, Ellis County, Texas
Preparation Date: October 30, 2026

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2026 KIMLEY-HORN
2600 N CENTRAL EXPRESSWAY, SUITE 400
RICHARDSON, TEXAS 75080
PHONE: 214-617-0535
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer JONATHAN C. KERBY
P.E. No. 127734 Date 10/30/2026

KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
069227608	OCTOBER 2026	AS SHOWN	MTH	BJL	JCK

SITE PLAN

NEC ENNIS AVENUE & SONOMA TRAIL
ENNIS, TX

SHEET NUMBER
C-08

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS xSurv : xBrdr : xHtch : xSite : xSurv - Sketch : xBndy : xSite-TxDOT : xStrm : xUtil
LAST SAVED 10/30/2026 9:38 AM
PLOTTED BY HAWKINS, MATT 10/30/2026 9:39 AM
DWG PATH K:\RCH_CIVIL\069227451 - GROCER ENNIS\CAD\PLANSHEETS
DWG NAME SITE PLAN.DWG , [C-08 SITE PLAN]

EXHIBIT "C"
DEVIATIONS FROM THE
UNIFIED DEVELOPMENT ORDINANCE STANDARDS

Type II Site Plan - Lot 1, Block 1; Ennis Gateway Addition
Approved Deviations from the Unified Development Ordinance

1. UDO Sec. 5.3.6 (9) (b), "Outside Display and Sales are limited to no more than five percent of building area containing the primary use."

   A maximum of 8 percent of the building area may be utilized for Outside Display and Sales.

2. UDO Sec. 5.3.6 (9) (e), "If Outside Display and Sales are permitted to be displayed for more than 14 continuous days, then they shall be screened to meet the standards for screening of outside storage areas."

   Outside Display and Sales shall be permitted year round without screening.

3. UDO Sec. 5.2.4 (10), "Outdoor storage or display of products along any highway frontage shall be prohibited. All storage areas shall be located within the rear yard and screened from adjacent properties and any public right-of-way."

   Outside Display and Sales shall be oriented towards Sonoma Trail. Some visibility of the Outside Display and Sales will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

4. UDO Sec. 7.3.3 (5) (d), "Ground-Mounted Mechanical Equipment shall be screened from view along the primary street frontage by landscaping or by a decorative fence that is compatible with the architecture and landscaping of the site. The fence shall be of a height equal to or greater than the height of the mechanical equipment being screened."

   Ground-mounted mechanical equipment shall be located at the rear of the building and not readily visible from the primary street frontage along Sonoma Trail. Some visibility of the Ground-mounted mechanical equipment will occur along Ennis Avenue / State Highway 34. No screening from the Ennis Avenue / State Highway 34 corridor will be required.

5. UDO Sec. 8.3.2 (2), "All development subject to this article shall set aside the following minimum amounts of land area as common open space that meets the standards of this section unless alternative standards are established as part of a PD or RMU development ordinance for a specific development. For non-residential and mixed-use buildings or developments with a gross floor area or cumulative area greater than 40,000 square feet: five (5) percent of total gross site area"

   The open space requirement shall be waived for this development.

6. UDO Sec. 5.3.5 (6) (a), "Except where exempted, all accessory structures shall be designed to be aesthetically compatible with the primary structure. Compatibility shall be evaluated in terms of building materials, building orientation, building placement, building articulations, and building mass. Non-enclosed stables, gazebos, greenhouses, and carports ten feet or less in height with a roofed area of 120 square feet or less are exempt from this compatibility requirement."

   Storage containers serving as accessory structures shall be permitted at the rear of the building and limited to a maximum of four (4) storage containers. Placement of containers shall meet all applicable building codes, fire codes and shall not interfere with vehicular maneuverability.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Conduct a public hearing and consider approval of a Resolution authorizing a Chapter 380 Economic Development Agreement between the Ennis Economic Development Corporation and Tee 18 Investments, LLC.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Economic Development
Staff Contact:	Miriam Castillo, Economic Development Director

BACKGROUND INFORMATION:

The proposed rehabilitation and revitalization of two properties located at 111 S. Dallas Street and 113 S. Dallas Street is intended to address deteriorated or underutilized building conditions, encourage reinvestment in downtown Ennis, support local businesses, and contribute to the long-term economic vitality of the community.

The company intends to spend an estimated $1,407,000 to rehab and revitalize such properties, including structural repairs, exterior and interior improvements, building systems upgrades, code compliance improvements, and other related enhancements.

The company shall begin the physical reconstruction and rehabilitation, achieve substantial completion, receive a Certificate of Occupancy, and place into service the two buildings as approved, including approximately 680 square feet of retail, 2,000 square feet of office, and 1,600 square feet of apartments and rehabilitation of three (3) front facades.

The company shall achieve "Substantial Completion" not later than December 31, 2027. Within thirty (30) calendar days thereafter Company shall provide final inspection documentation, applicable Certificates of Occupancy, photographs, evidence of paid construction expenses, and the final architect/engineer certification, if applicable, and submit its Annual Compliance Report (ACR) for Phase II of the Performance Period (PP).

FINANCIAL IMPACT:

EDC Grant - Amount not to exceed $350,000.

ATTACHMENTS:

RESOLUTION NO.-Public Hearing Project Cornerstone - Pdf
Chapter 380 Project Cornerstone 11.9.26
Dallas Street Sheet 2 Site
Dallas Street Sheet 1 Cover

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT INCENTIVE PURSUANT TO CHAPTER 380, TEXAS LOCAL GOVERNMENT CODE, BY AND BETWEEN THE ENNIS ECONOMIC DEVELOPMENT CORPORATION AND TEE 18 INVESTMENTS, LLC.

WHEREAS, Tee 18 Investments, LLC (the "Company") intends to rehabilitate and revitalize two vacant properties in Downtown Ennis located on 111 S. Dallas St. and 113 S. Dallas St., and more specifically described as PID's 158121 and 158119; and

WHEREAS, the Company intends to invest an estimated $1,407,000 in the rehabilitation, renovation, and revitalization of the properties, including structural repairs, exterior and interior improvements, building systems upgrades, code compliance improvements, and other related enhancements necessary to restore the properties to a safe, functional, and economically productive condition; and

WHEREAS, the City of Ennis, Texas (the "City"), recognizes the importance of preserving, rehabilitating, and revitalizing downtown properties to promote economic development, encourage private investment, and strengthen the City's commercial and property tax base; and

WHEREAS, the proposed rehabilitation and revitalization of these properties is intended to address deteriorated or underutilized building conditions, encourage reinvestment in downtown Ennis, support local businesses, and contribute to the long-term economic vitality of the community; and

WHEREAS, pursuant to Chapters 501 and 505 of the Texas Local Government Code, the Ennis Economic Development Corporation is authorized to undertake and provide financial assistance for qualifying economic development projects, subject to applicable statutory requirements, including project eligibility, public purpose, and approval by the Corporation's Board of Directors and the City Commission; and

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, the City is authorized to establish and administer economic development programs, including the provision of loans and grants of public funds, for the public purposes of promoting state or local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the Board of Directors of the Ennis Economic Development Corporation, at a duly posted public meeting held on October 29, 2026, approved the proposed economic development incentive agreement for the rehabilitation and revitalization of the two properties as identified in Exhibits A and B, and recommending approval of the agreements by the City Commission.

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

SECTION 1: The City Commission determines that the rehabilitation and revitalization of the identified properties, subject to the conditions and enforceable obligations established in the respective agreements, will advance the City's economic development objectives and serve a legitimate public purpose.

SECTION 2: That the Economic Development incentive, pursuant to Chapter 380 of the Texas Local Government Code (and any amendments thereto, including any related instruments), is hereby approved.

SECTION 3: Any financial incentives authorized pursuant to the agreements shall be subject to the funding limitations, eligibility criteria, and performance requirements specified in the respective agreements.

SECTION 4: The Mayor is hereby authorized to execute the Chapter 380 Economic Development Agreements and related documents substantially consistent with the agreements approved herein.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A


West Ennis Avenue
South Dallas Street
South McKinney Street
West Brown Street
158112
158044
208786
158117
107
158108
158116
158115
158119
158121
158122
115
158120
210
158113
212
158114
233922
233921
158118
205
158126
158125


EXHIBIT B
158109
158112
West Ennis Avenue
208786
158117
107
158108
158116
158115
South Dallas Street
158121
158122
158120
210
158113
212
158114
233921
South McKinney Street
West Brown Street
205
158126

THE STATE OF TEXAS §
COUNTY OF ELLIS §

ECONOMIC DEVELOPMENT PERFORMANCE AND REIMBURSEMENT GRANT AGREEMENT BETWEEN THE ENNIS ECONOMIC DEVELOPMENT CORPORATION (EEDC) AND TEE 18 INVESTMENTS, LLC.

DOWNTOWN REHABILITATION AND REVITALIZATION PROJECT
EEDC BOARD RESOLUTION NO. _____ CITY COMMISSION RESOLUTION NO. _____

This Economic Development Performance and Reimbursement Grant Agreement (the "Agreement") is made and entered into effective _____ (the "Effective Date") by and between the ENNIS ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B development corporation (the "Corporation" or "EEDC"), and TEE 18 INVESTMENTS, LLC., a Limited Liability Company organized under the laws of the State of Texas (the "Company" or "Developer"). EEDC and Company are each a "Party" and collectively the "Parties." The City of Ennis, Texas (the "City") is not a party to this Agreement.

RECITALS

WHEREAS, EEDC is a Type B development corporation created pursuant to Texas Local Government Code Chapters 501 and 505 and is subject to the supervision and program/expenditure approval requirements of Texas Local Government Code §501.073;

WHEREAS, the Company proposes to rehabilitate and revitalize two existing downtown properties located at 113 S. Dallas Street (PID 158121) and 111 S. Dallas Street (PID 158119), Ennis, Ellis County, Texas, more particularly described in Exhibit A (collectively, the "Property");

WHEREAS, the proposed development includes approximately 680 square feet of retail space, 2,000 square feet of office space, and 1,600 square feet of apartments, together with rehabilitation of three (3) street-facing front facades, as further specified in Exhibit B;

WHEREAS, the Company intends to invest an estimated $1,407,000 in the rehabilitation, renovation, and revitalization of the properties, including structural repairs, exterior and interior improvements, building systems upgrades, code compliance improvements, and other related enhancements necessary to restore the properties to a safe, functional, and economically productive condition; and

WHEREAS, the proposed rehabilitation and revitalization of these properties is intended to address deteriorated or underutilized building conditions, encourage reinvestment in downtown Ennis, support local businesses, and contribute to the long-term economic vitality of the community; and

WHEREAS, the Parties intend that EEDC funds be used solely for qualifying components and eligible costs of an independently authorized Type B project, and not merely for the private benefit of the mixed-use property or residential units;

WHEREAS, the EEDC Board has determined by Resolution No. _____ adopted at a duly posted public meeting held on October 29, 2026 that the specifically identified qualifying improvements

constitute a project authorized by Texas Local Government Code §380.001 and has approved the associated performance-based direct incentive subject to §501.158;

WHEREAS, the City Commission approved the EEDC program and expenditure pursuant to Texas Local Government Code §501.073 by Resolution No. _____ adopted _____; and the required Type B project public hearing and notice/petition procedures, if applicable, have been completed, as evidenced by a Public Hearing posted in the local newspaper on October 24, 2026;

WHEREAS, the Parties acknowledge that Texas Local Government Code §380.001 authorizes municipal economic-development programs, but does not independently authorize EEDC to expend Type B funds; this Agreement is solely an EEDC agreement, not a separate City Chapter 380 grant;

WHEREAS, EEDC is willing to provide a t reimbursing grant as defined herein, paid after satisfactory annual reporting, inspection, and verified receipt of installation of the qualifying improvement, in consideration of enforceable capital-investment, employment/payroll, completion, occupancy ;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

"Agreement" means this instrument, including all incorporated exhibits and duly executed written amendments.

"Annual Compliance Report" means the signed annual report in the form, as provided in Exhibit E, with the supporting documentation required in Article V.

"Approved Budget" means the itemized written schedule of approved qualifying expenses in Exhibit C, including any lawful written modifications.

"Authorized Project" means only those improvements and expenditures identified in Exhibits B and C that the EEDC Board and City Commission have duly found eligible under the specifically cited provisions of Chapters 501 and 505.

"Capital Investment" means the actual, verifiable, third-party cost of permanent Project improvements paid by Company, excluding grants, ineligible expenditures, financing transfers, and amounts previously counted.

"Certificate of Occupancy" means the final authorization to occupy all or a portion of the Project as required under the Code of Ordinance issued by the authority having jurisdiction.

"Commercial Space" means the approximately 680-square-foot retail area and 2,000-square-foot office area described in Exhibit B, as reasonably adjusted by approved final plans.

"**Completion Date"** means December 31, 2027, which shall not be extended except by an authorized written amendment.

"Default" means an Event of Default as described in Article VII after applicable notice and cure.

"Effective Date" means the date first written above, after satisfaction of all conditions precedent to execution.

"Eligible Costs" means approved, reasonable, actually incurred and paid costs attributable to the Authorized Project, as limited by Exhibit C and Article IV, Section 4.8.

"Grant" means the aggregate, not-to-exceed reimbursement incentive of $350,000 authorized in Article IV.

"Grant Request" means a Company-signed request for payment accompanied by the Annual Compliance Report and substantiation required by Article V.

"Historic Approvals" means all approvals, certificates of appropriateness, plans, permits, and conditions imposed by a legally applicable City historic-preservation body or other authority having jurisdiction.

"Minimum Capital Investment" means One Million Dollars US ($1,000,000.00) involving planning and construction improvements, to be made by Company in the Project.

"Performance Period" means the period beginning on the Effective Date and ending on its third anniversary, subject to earlier termination and surviving obligations.

"Phase I" means pre-construction planning, architectural and engineering services, assessments, approvals, financing, budgeting, and permits.

"Phase II" means physical rehabilitation and construction, rehabilitation of three front facades, final code approvals, and commercial-space readiness and occupancy of the Project.

"Project" means the two-building rehabilitation described in Exhibit B; references to the Project do not mean every mixed-use component is eligible for EEDC reimbursement, only non-residential portion.

"Qualified Commercial Occupancy" means lawful occupancy of the designated Commercial Space by an operating commercial business under an executed lease or by Company in its own business.

"Reimbursement" means EEDC payment after eligible third-party expenses have been incurred and paid by Company and the filing of the applicable Annual Compliance Report has been accepted and approved.

"Substantial Completion" means completion of all material required improvements, final applicable safety inspections, and necessary occupancy authorization, with only minor non-safety punch-list items remaining with EEDC written acceptance.

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ARTICLE II — COMPANY OBLIGATIONS

2.1. Project and Private Investment

Company shall acquire or retain lawful control of the Property, provide all private financing, perform and pay for the Project described in Exhibit B, and invest not less than the Minimum Capital Investment. Company shall maintain separate job, payroll, and expense records sufficient to verify the performance measures in Exhibit D. EEDC shall not finance or own the Property by virtue of this Agreement.

2.2. Phase I — Pre-Construction

By June 30, 2027, Company shall complete plans, engineering and structural assessments, historic-preservation submissions, applicable architectural design approvals and building-permit applications, financing evidence, a detailed cost budget, construction schedule, and property-title evidence; and shall deliver . The Phase I of the Grant shall be paid until an accepted and approved Annual Compliance Report and all Grant conditions have been satisfied.

2.3. Phase II — Construction and Occupancy

Company shall begin the physical reconstruction, rehabilitation and achieve substantial completion and receive a Certificate of Occupancy, and place into service the two buildings as approved, including approximately 680 square feet of retail, 2,000 square feet of office, and 1,600 square feet of apartments and rehabilitation of three (3) front facades. Company shall achieve Substantial Completion not later than December 31, 2027. Within thirty (30) calendar days thereafter Company shall provide final inspection documentation, applicable Certificates of Occupancy, photographs, evidence of paid construction expenses, and the final architect/engineer certification, if applicable, and submit its ACR for Phase II of the PP.

2.4. Use and Occupancy

Company shall preserve the approved improvements, maintain the Commercial Space in lawful commercial use or in active documented leasing efforts; and qualified Commercial Occupancy of at least 680 square feet (retail) and 2,000 square feet (office), during construction.

2.5. Historic Preservation and Code Compliance

Company shall obtain all Historic Approvals before commencing regulated exterior work and comply with the City of Ennis historic-preservation ordinances, applicable Historic Landmark Commission standards and conditions, approved design guidelines, the Secretary of the Interior's Standards for Rehabilitation only to the extent legally applicable or contractually adopted in Exhibit F, and all adopted building, fire, zoning, accessibility, safety, environmental, and trade codes. EEDC approval confers no permit, zoning variance, historic approval, or building-code waiver. Company is solely responsible for inspections and occupancy authorizations.

2.6. Ownership and Financing

Company represents that it has legal title or adequate rights to undertake the Project and shall provide title, lender-consent, and lien-status documentation if reasonably requested. Company shall ensure that construction liens are resolved and no public reimbursement is paid on disputed or unpaid invoices.

ARTICLE III — EEDC OBLIGATIONS AND CONDITIONS PRECEDENT

3.1. Conditional Grant

Subject to completed statutory project eligibility findings, lawful EEDC Board and City Commission approvals, applicable public hearing and notice/petition requirements, availability of lawfully appropriated funds, and Company's satisfactory performance, EEDC may reimburse the Company under Article IV. No payment obligation arises unless every applicable condition precedent has been achieved and available.

3.2. EEDC Review

EEDC shall designate a representative to review reports, may inspect the Property on reasonable notice, and shall issue written approval, rejection, or a request for correction concerning each Grant Request within 30 business days of receipt of a complete submission. EEDC shall not unreasonably withhold acceptance of conforming evidence but retains final authority to determine allowable amounts consistent with law and the Agreement.

ARTICLE IV — ECONOMIC DEVELOPMENT REIMBURSEMENT GRANT

4.1. Maximum Grant Amount. Subject to the terms, conditions, and performance obligations established in this Agreement, the Ennis Economic Development Corporation ("EEDC") agrees to provide Company ("Developer") an economic development reimbursement grant in an aggregate amount not to exceed **$350,000** (the "Maximum Grant Amount") to reimburse eligible and approved expenditures associated with the rehabilitation and revitalization of the Project, subject to the conditions provided herein.

4.2. Annual Grant Installments. The Maximum Grant Amount shall be payable in three (3) equal annual installments over a three-year period, subject to the conditions provided herein, with each installment not to exceed one-third (1/3) of the Maximum Grant Amount. Each installment shall be contingent upon Developer's satisfactory compliance with the applicable performance obligations, annual reporting requirements, and reimbursement of eligible costs and conditions of this Agreement.

4.3. Annual Payment Schedule. Subject to EEDC's approval of each Annual Compliance Report and Reimbursement Request, grant installments shall be administered according to the following schedule:

(a) **First Annual Installment — 2027:** Developer shall submit its initial Annual Compliance Report and Reimbursement Request no later than August 31, 2027, demonstrating satisfactory completion of applicable Phase I pre-construction requirements and providing documentation of eligible expenditures incurred and paid.

(b) **Second Annual Installment — 2028:** Developer shall submit its second Annual Compliance Report and Reimbursement Request no later than August 31, 2028, demonstrating completion of Phase II improvements by December 31, 2027, including required inspections, occupancy approvals, and satisfaction of applicable performance obligations.

(c) **Third Annual Installment — 2029:** Developer shall submit its final Annual Compliance Report and Reimbursement Request no later than August 31, 2029, demonstrating continued compliance with the

Agreement, and satisfaction of applicable certificate of occupancy of the non-residential portion of the Project (issuance of C.O.) and performance requirements.

4.4.Reimbursement Limitations. All grant payments shall be made strictly on a reimbursement basis. Under no circumstances shall cumulative grant payments exceed the lesser of (i) the Maximum Grant Amount or (ii) the total verified eligible expenditures actually incurred and paid by Developer. No expenditure may be reimbursed more than once, and expenses attributable solely to the market-rate residential component shall be excluded.

4.5. Conditions Precedent to Payment. EEDC shall have no obligation to disburse any annual installment until Developer has submitted all required documentation, satisfied the applicable performance requirements, and received written approval of its reimbursement request from EEDC. No grant installment shall be payable while Developer is in an uncured Event of Default under this Agreement.

4.6. Failure to Satisfy Performance Requirements. Failure to meet any applicable performance requirement may result in suspension or forfeiture of the corresponding annual installment and may subject previously disbursed grant funds to repayment in accordance with the clawback and default provisions of this Agreement. Any unpaid installment shall not automatically carry forward to a subsequent year without written approval by the EEDC Board of Directors.

4.7. Limitation of Obligation. The obligation to make grant payments shall be subject to the lawful availability and authorization of funds, applicable statutory requirements, and Developer's continuing compliance with this Agreement.

4.8. Eligible Costs

Subject to statutory project eligibility and the approved cost allocation, Eligible Costs may include engineering (civil, structural, mechanical, electrical, plumbing); architecture and construction documents; historic-preservation studies and design; surveys, condition assessments, and essential environmental evaluation; building and facade stabilization; masonry, storefront, window and door restoration; historic-feature repair; roofing and exterior weatherproofing; necessary permanent structural, electrical, plumbing, mechanical, fire and life-safety systems; accessibility improvements; permanent materials and contracted construction labor; and eligible permitting/plan review expenses for the non-residential portion of the Project. Each expense must be directly and reasonably attributable to the Authorized Project and supported by paid invoices.

4.9. Excluded Costs and Allocation

Excluded: apartment unit interiors, appliances, furnishings, personal property, general developer overhead, routine maintenance, advertising, broker commissions, land purchases, finance penalties, taxes, delinquent charges, duplicate public reimbursements, and any work not part of the Authorized Project. Company shall allocate roof, shell, structural, mechanical, facade, and design costs between qualifying and non-qualifying; shared costs shall not become eligible solely because the building is mixed-use.

ARTICLE V — ANNUAL COMPLIANCE, GRANT REQUESTS AND AUDIT

5.1. First Deadline

Company must submit its first Annual Compliance Report and Grant Request on or before August 31, 2027, documenting Phase I progress and all otherwise eligible costs paid through the stated reporting period. The August 31 filing does not imply that unfinished Phase II work is compliant, and the December 31, 2027 Completion Date remains mandatory.

5.2. Subsequent Reports

Subsequent Annual Compliance Reports and any authorized Grant Requests are due each AUGUST 31 during the Performance Period, with a final closeout report within 30 days after the third anniversary of the Effective Date if required. A Phase II reimbursement requested following December 31, 2027 shall not be payable before final completion and occupancy evidence is accepted. No expense may be submitted twice.

5.3. Verification Package

Each request must include signed Exhibit D certification; itemized schedule by building, phase, and cost category; detailed invoices; canceled checks, ACH or bank-cleared payment evidence and pictures.

5.4. Records and Audit

Company shall retain records during the Performance Period and at least four (4) years thereafter, or longer for unresolved audit or legal claims. EEDC, the City insofar as authorized by law, and their designated auditors may examine Project-related books and inspect the Property during regular hours on reasonable advance notice. False, altered, unsupported, or refused documentation may support payment suspension, repayment, and other remedies.

5.5. Incomplete or Late Requests

EEDC may return an incomplete request for correction. A missed deadline constitutes a potential Default subject to Article VII, and no expenditure will be reimbursed merely because it was incurred or because an earlier report was accepted. Any extension of a request deadline must be approved in a written amendment signed by the Parties. Any extension or acceptance of late submission shall not be deemed as a waiver or release of the deadlines provided herein.

ARTICLE VI — TERM, CONTINUED OPERATION, AND PROTECTION OF PUBLIC PURPOSE

6.1. Three-Year Term

The Performance Period is three (3) consecutive years from the Effective Date of _____ through _____, unless sooner terminated. The Completion Date is independently fixed at December 31, 2027 regardless of the date of execution. Payments and continuing compliance obligations are governed by their own deadlines. Articles VII, VIII, IX and relevant recordkeeping provisions survive expiration.

6.2. Continued Use and Occupancy

Company shall preserve three rehabilitated facades, maintain the approved Commercial Space, comply with codes, and sustain all commitments throughout the Performance Period.

ARTICLE VII — TERMINATION, DEFAULT, CLAWBACK AND REPAYMENT

7.1. Events of Default

Events of Default include (a) missing the December 31, 2027 Completion Date; (b) failure to meet any Minimum Capital Investment, occupancy; (c) missed compliance report or false certification; (d) unauthorized assignment or transfer; (e) material code, historic-preservation, or legal violation; (f) failure to pay or document costs; (g) material abandonment, demolition, removal of required improvements, or loss of commercial use; (h) fraud or misapplication of EEDC funds; and (i) any other material breach remaining uncured; (i) maintain as current ad valorem taxes and impositions of the City of Ennis; (j) obtain, maintain, and remit fees for all required City of Ennis building and occupancy permits

7.2. Notice and Cure

Except for fraud, intentional misrepresentation, an irreversible violation, or a legally prohibited expenditure, EEDC shall provide written notice and thirty (30) days to cure. EEDC may allow a reasonable additional period only through a written corrective plan. No cure period automatically extends the Completion Date or any public-law requirement.

7.3. Mandatory Full Repayment

Upon uncured failure to achieve Substantial Completion by December 31, 2027; fraud or knowingly false reimbursement certification; prohibited expenditure; or abandonment of the Project before completion, Company shall repay ONE HUNDRED PERCENT (100%) of all Grant funds actually disbursed that are attributable to the defaulted Project, without duplication of other recovery. All reimbursements for ineligible or duplicate expenses are recoverable in full whenever discovered.

7.4. Post-Completion Performance Clawback

For an uncured breach of continuing use, occupancy, maintenance, the repayable portion of funds attributable to that commitment for the duration of this agreement, the EEDC may pursue full recovery where the violation wholly defeats the approved public purpose, to the extent provided by law and enforceable under this Agreement.

7.5. Demand and Collection

Company shall remit clawback amounts within sixty (60) calendar days after written demand stating the default and calculation. EEDC may offset unpaid amounts against future lawful Grant payments and pursue court action, specific performance where appropriate, reasonable attorneys' fees when recoverable, and other remedies, without duplicate recovery.

7.6. Termination

This Agreement may be terminated by mutual signed writing, by EEDC after uncured Company Default, by Company upon uncured material EEDC breach subject to applicable remedies and law, or at the end of the Performance Period. Termination does not extinguish repayment, audits, accrued liability, or other surviving obligations.

ARTICLE VIII — INSURANCE, INDEMNITY AND ENVIRONMENTAL MATTERS

8.1. Required Insurance

Company shall maintain property coverage (including builder's risk during construction as appropriate), commercial general liability insurance with limits of $2,000,000.

8.2. Indemnification

TO THE EXTENT PERMITTED BY TEXAS LAW, COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS EEDC, THE CITY, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST THIRD-PARTY CLAIMS, LOSSES, DAMAGES AND REASONABLE EXPENSES ARISING FROM COMPANY'S OR ITS CONTRACTORS' NEGLIGENT ACTS, WILLFUL MISCONDUCT, VIOLATION OF LAW, OR BREACH OF THIS AGREEMENT, BUT NOT TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE OR MISCONDUCT OF THE PERSON SEEKING INDEMNITY. THIS SECTION DOES NOT WAIVE IMMUNITY.

8.3. Environmental Compliance

Company is solely responsible for environmental due diligence, lawful handling and disposal of hazardous materials, asbestos/lead management if applicable, and all required remediation, permits and reporting. Nothing here transfers control or ownership of the Property or contamination liability to EEDC.

ARTICLE IX — MISCELLANEOUS

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9.1. Absolute No Assignment

Company shall NOT assign, delegate, transfer, pledge, or convey this Agreement, any right to reimbursement, or any duty under the term of this Agreement, directly or indirectly, whether by contract, merger, or change of control, without prior written consent of the EEDC Board. An attempted transfer without consent is ineffective against EEDC and constitutes a Default. A sale of Property shall not release Company; Company must notify EEDC in advance and must obtain written approval of any proposed assumption by successor. No consent is implied by EEDC knowledge or silence.

9.2. EEDC Authority; Public Information

EEDC represents that its signatory is duly authorized following required approvals. EEDC is subject to Texas Government Code Chapters 551 and 552 as applicable, and cannot guarantee confidentiality of Company submissions. Company shall mark claimed proprietary information but acknowledges that statutory public-disclosure decisions are governed by law.

9.5. Company Representations

Company is validly existing and in good standing, authorized to perform this Agreement, financially and legally capable of completing the Project, and aware of no undisclosed liens, conflicts, litigation, bankruptcy, environmental defects, or governmental enforcement proceedings materially impairing performance. Company shall immediately notify EEDC of any material change.

9.6. Compliance Certifications

Company shall provide all state-law certifications, conflict-of-interest disclosures, tax-status statements, and any Chapter 2271 or 2274 Government Code provisions only to the extent applicable given the Parties, contract subject, consideration, and statutory thresholds. Counsel shall append required certifications prior to execution.

9.7. Entire Agreement; Exhibits; Amendment

This Agreement and Exhibits A-____ are the entire agreement. No oral statement or administrative approval alters it. Any amendment must be in writing, signed by both Parties, and approved by the EEDC Board and City Commission when legally required. If an exhibit conflicts with operative text, operative text controls unless an express specific cross-reference states otherwise.

9.8. Force Majeure

Company shall promptly notify EEDC of an unforeseeable event beyond its reasonable control that materially delays work, with mitigation evidence. Lack of financing, economic conditions, ordinary labor or price changes, and controllable contractor delay are not force majeure. Relief from the Completion Date requires a prior approved written amendment.

EXECUTION

EXECUTED to be effective on the Effective Date first stated above, after all required statutory approvals.

ENNIS ECONOMIC DEVELOPMENT CORPORATION

_____

By: Brian Warthsbaugh
President
Date: _____

ATTEST:

_____
Lynda Isbell,

Secretary, EEDC Board

TEE 18 INVESTMENTS, LLC

_____
Name: _____
Title: _____
Date: _____

APPROVED BY THE CITY OF ENNIS

Pursuant to Texas Local Government Code §501.073, the City Commission of the City of Ennis, Texas, approved the economic development project, grant expenditure, and this Agreement by Resolution No. _____, adopted on _____.

By: _____

Name: _____

Title: Mayor, City of Ennis

Date: _____

REVIEWED AS TO FORM:

_____
Legal Counsel to EEDC

DRAFT

EXHIBIT A — LEGAL DESCRIPTIONS AND PROPERTY CONTROL

Building 1: 113 S. Dallas Street, Ennis, Texas, 75119
Building 1 PID# 158121

Building 2: 111 S. Dallas, Street, Ennis, Texas, 75119
Building 2 PID# 158119



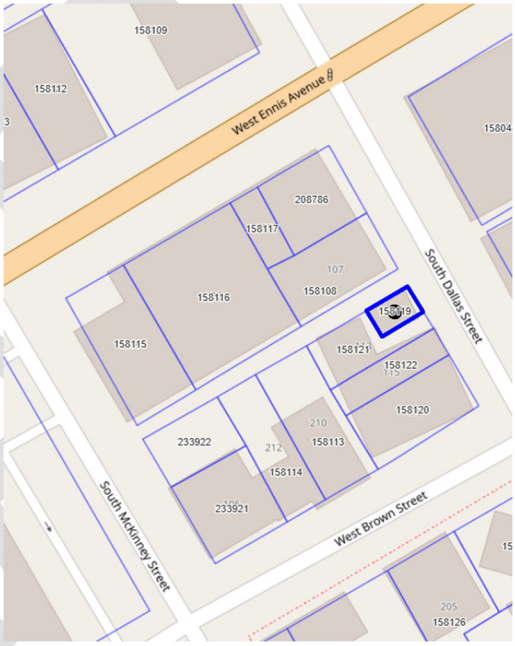


EXHIBIT B—APPROVED ELIGIBLE COSTS

Eligible Reimbursable Expenses

1. Architectural, engineering, and pre-construction expenses

- Architectural design, drawings, and construction documents.
- Structural, civil, mechanical, electrical, and plumbing engineering.
- Building assessments and structural evaluations.
- Property surveys and site evaluations.
- Historic-preservation architectural consulting.
- Engineering reports and feasibility assessments directly related to construction.
- Construction plans, specifications, and cost estimates.
- Building permit and plan review fees.
- Environmental assessments, including asbestos and lead-based paint surveys when necessary.
- Professional design and engineering services associated with ADA compliance.

2. Exterior and facade rehabilitation

- Restoration and rehabilitation of the three front facades, to the extent eligible.
- Brick, masonry, mortar, and exterior wall restoration.
- Structural repairs and stabilization of exterior walls.
- Rehabilitation or replacement of storefront windows and doors.
- Restoration of historic architectural details and decorative elements.
- Exterior painting, stucco, and approved finishing materials.
- Approved awnings, canopies, and storefront improvements.
- Permanent exterior lighting.
- Permanent commercial signage and associated electrical infrastructure.
- Roof repairs or replacement.
- Exterior waterproofing and drainage improvements.
- Exterior accessibility improvements, including commercial entrances and ramps.

Interior retail and office rehabilitation

- Interior demolition necessary for approved rehabilitation.
- Construction and rehabilitation of interior walls, ceilings, and flooring.
- Permanent partitions and office configurations.
- Storefront and retail entrance improvements.
- Commercial restrooms and associated plumbing.
- Permanent interior lighting and electrical systems.
- Commercial HVAC installation, replacement, or upgrades.
- Ventilation improvements.
- Permanent plumbing systems and utility connections.
- Fire-rated walls, doors, and other required safety improvements.
- Improvements necessary to meet applicable commercial building codes.
- Permanent accessibility improvements for commercial spaces.

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4. Building infrastructure and life-safety improvements

- Foundation repairs and structural reinforcement.
- Electrical service upgrades and distribution panels.
- Water and sewer connections and improvements.
- Fire alarm and fire suppression systems.
- Sprinkler systems and required fire protection equipment.
- Emergency lighting and exit signage.
- Code-required emergency exits and egress improvements.
- Permanent telecommunications conduit and structured wiring infrastructure.
- Building insulation and energy-efficiency improvements incorporated into eligible construction.
- Utility systems serving approved commercial areas.

Year 1 Maximum Phase I: $116,667

Year 2 Maximum Phase II: $116,667

Year 3 Maximum Completion and Occupancy: $116,667

Total Amount Not to Exceed: $350,000

DRAFT

EXHIBIT C — ANNUAL COMPLIANCE REPORT AND GRANT REQUEST

Company:

Report year ending: _____ Date: _____

Yearly submission deadline: AUGUST 31 (first submission AUGUST 31, 2027)

Phase: _____ Grant Requested: $_____

Grant Paid to Date: $ _____ Total Project Investment to Date: $ _____

Eligible Costs Claimed This Period: $_____

Retail Occupancy / Tenant:

_____

Construction and Certificates / Inspection status: _____

Attachments:

_____ Paid Invoices

_____ Pictures

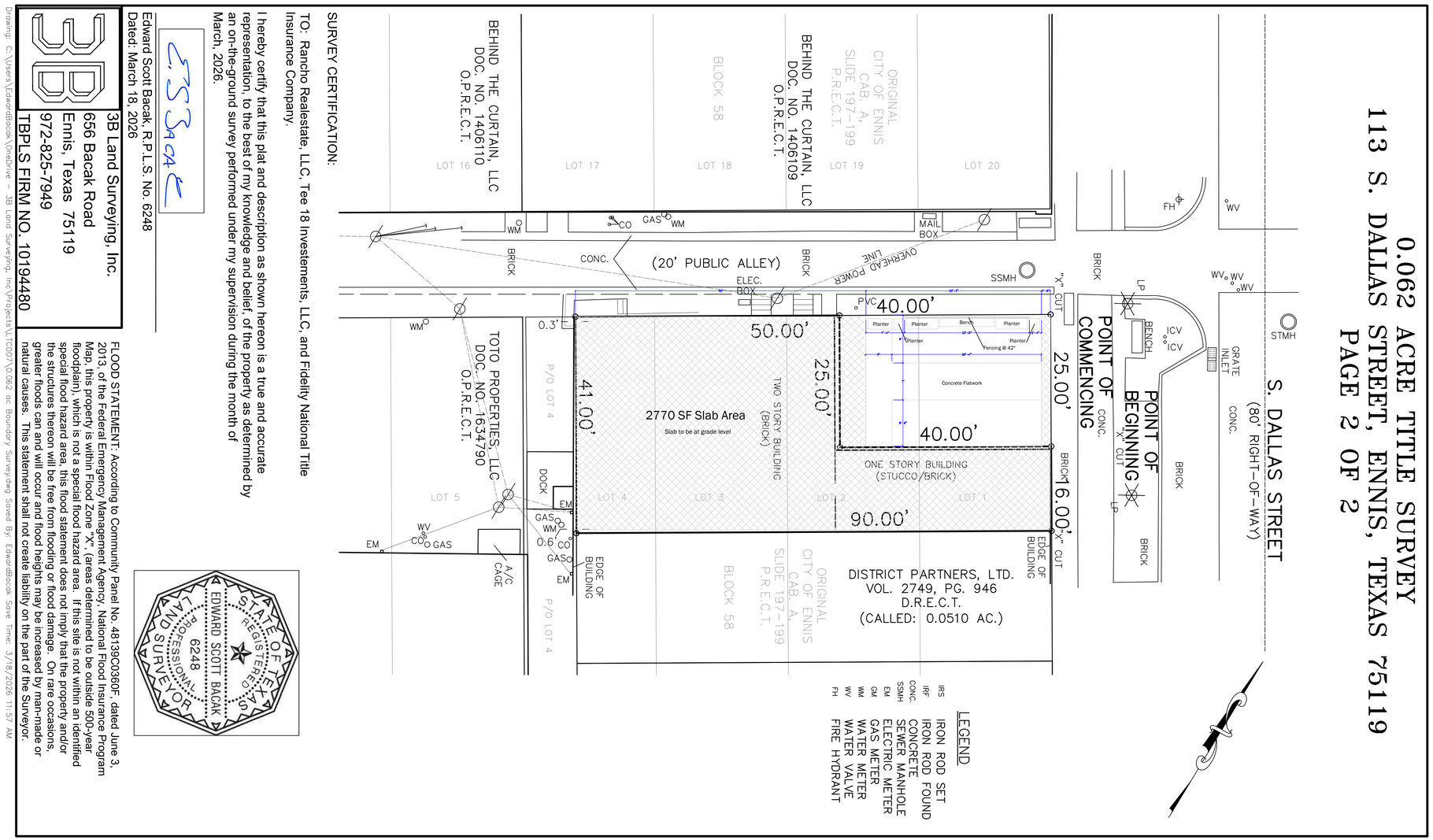
I certify on behalf of Company that the information submitted is true and complete to the best of my knowledge after reasonable inquiry; claimed invoices have been paid; no expense has been claimed twice or reimbursed by another public source; Company has disclosed all material defaults; and Company is complying with the Agreement except as specifically disclosed in an attached statement.

Authorized signature: _____ Title: _____ Date: _____

DRAFT

LEGAL DESCRIPTION:

BEING all that parcel of land located in the City of Ennis, Ellis County, Texas and being a part of the David Rose Survey, Abstract No. 906 and being a part of Lots 1, 2, 3, and 4, Block 58, Original City of Ennis Plat, an addition to the City of Ennis recorded in Cabinet A, Slide 197-199, Plat Records Ellis County, Texas, and being all of that called 0.062 acre tract of land described in deed to Rancho Realestate, LLC recorded in County Clerk's Instrument Number 2107685, Real Property Records Ellis County, Texas and being further described as follows:



SURVEY CERTIFICATION:

TO: Rancho Realestate, LLC, Tee 18 Investements, LLC, and Fidelity National Title Insurance Company.

I hereby certify that this plat and 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 March, 2026.

Edward Scott Bacak. R.P.L.S. No. 6248
Dated: March 18, 2026

3B Land Surveying, Inc.
656 Bacak Road
Ennis, Texas 75119
972-825-7949
TBPLS FIRM NO. 10194480

FLOOD STATEMENT: According to Community Panel No. 48139C0360F, dated June 3, 2013, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X" (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

STATE OF TEXAS REGISTERED EDWARD SCOTT BACAK 6248 PROFESSIONAL LAND SURVEYOR

J.W. Valek
Building Designer

1901 Cedar Ridge Circle Ennis, TX 75119
P. 469.510.7672 | www.valekdesign.com
E. valek.jw@gmail.com

N·C·B·D·C NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
Jerry Valek
CERTIFICATION NO. 44-764

Owner(s)

Tee 18 Investments LLC

113 W Knox St
Ennis, TX 75119

Property Address:
111 and 113 S Dallas St
Ennis, TX 75119

Use
Plans for New Mixed Use Developent

Scale
3/32" = 1'

Date
July 13, 2026

Sheet Title
Site Plan

Page
S1



Area Map (no scale)

Proposal for Multi-Use Office/Retail/Residential Remodel/Demo/Reconstruction of Existing Structure

Intended Purpose of Structure: Office/Retail/Residential

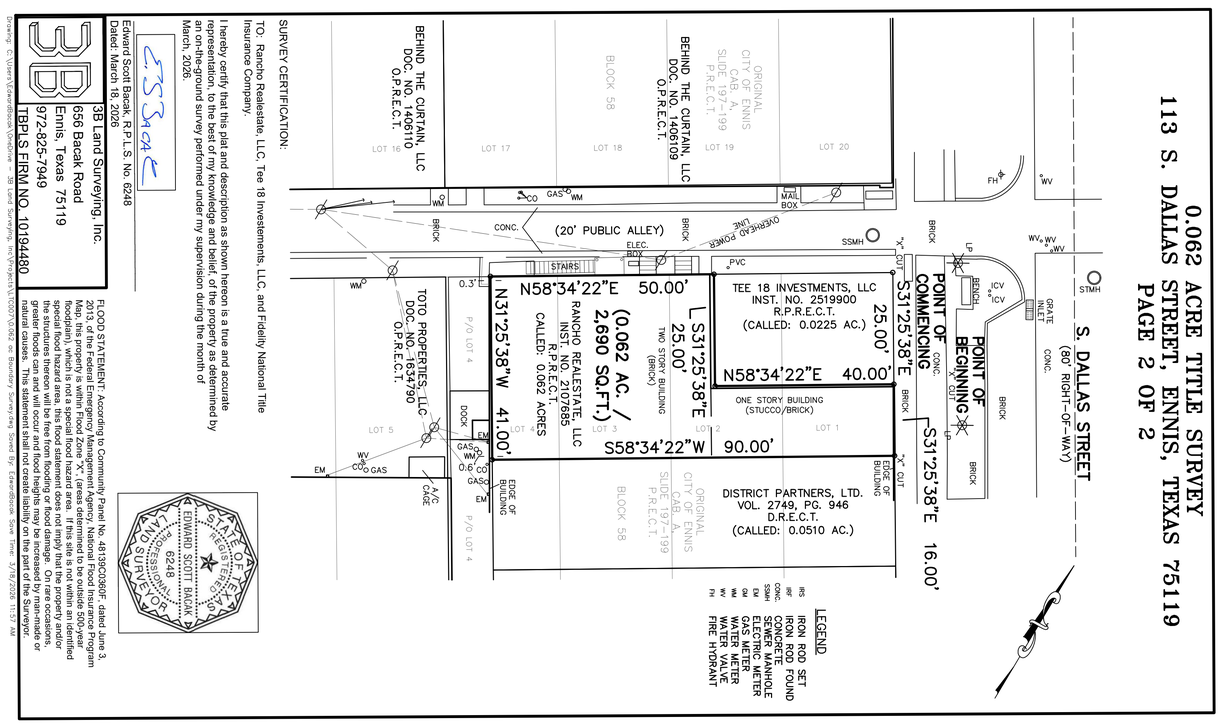
Scope of Work: Demolition of non-viable areas of existing building (per engineering plans), Reconstruct affected area(s), Addition of courtyard area in front of 111 S. Dallas

Size of Structue: (4492 SF Air Conditioned Space)
Occupancy Type: M/B and R-2
Fire Sprinkler: None installed in structure
Parking Requirements: Street Parking

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================================================================================================================================
                                  REQUIRED REGULATORY BUILDING CODES
                                4,400 SQ FT MIXED-USE COMMERCIAL BUILDING
                                  LOCATION: ENNIS, TEXAS 75119
================================================================================================================================
CODE GOVERNANCE REQ.          ADOPTED EDITION / AUTHORITY          CRITICAL DESIGN APPLICATION FOR MIXED-USE
--------------------------------------------------------------------------------------------------------------------------------
STRUCTURAL & GENERAL          2021 INTERNATIONAL BUILDING CODE (IBC)  MIXED OCCUPANCY (M/B & R-2); FIRE SEPARATIONS;
                                                                      ACCESSIBILITY; HEIGHT & AREA LIMITS.
FIRE & SAFETY PREVENT.        2021 INTERNATIONAL FIRE CODE (IFC)      MEANS OF EGRESS PATHWAYS; FIRE EXTINGUISHERS;
                                                                      EGRESS ILLUMINATION; FIRE ALARM REQUIREMENTS.
ELECTRICAL INFRASTRUCTURE     2023 NATIONAL ELECTRICAL CODE (NEC)     ARC-FAULT (AFCI) REQ FOR RESIDENTIAL FLOORS;
                                                                      COMMERCIAL DISCONNECTS; TDLR MINIMUM STANDARDS.
ENERGY CONSERVATION           2021 INT. ENERGY CONSERVATION CODE      CLIMATE ZONE 3A ENVELOPE REQUIREMENTS; COMPLIANT
(IECC)                                                                COMMERCIAL/RESIDENTIAL R-VALUES & SHGC RATIOS.
PLUMBING & SANITATION         2021 INTERNATIONAL PLUMBING CODE (IPC)  MINIMUM FIXTURE COUNTS FOR RETAIL EMPLOYEES/CUSTOMERS
                                                                      AND INDEPENDENT RESIDENTIAL DISCHARGE STACKS.
MECHANICAL SYSTEMS            2021 INTERNATIONAL MECHANICAL CODE      SEPARATE HVAC VENTILATION/EXHAUST SYSTEMS FOR
(IMC)                                                                 COMMERCIAL RESTROOMS, OFFICES, & RESIDENCES.
FUEL GAS & APPLIANCES         2021 INTERNATIONAL FUEL GAS CODE (IFGC) GAS LINE SIZING; APPLIANCE VENTING SPECIFICATIONS;
                                                                      COMBUSTION AIR DELIVERY REQUIREMENTS.
EXISTING STRUCTURE MODS       2021 INTERNATIONAL EXISTING BUILDING    APPLIES ONLY IF PROJECT IS AN ADAPTIVE REUSE OR
CODE (IEBC)                                                           HISTORIC CORE RENOVATION IN DOWNTOWN ENNIS.
PROPERTY MAINTENANCE          2021 INTERNATIONAL PROPERTY             MINIMUM INTERIOR/EXTERIOR STRUCTURE SANITATION,
MAINTENANCE CODE (IPMC)                                               PREMISES IDENTIFICATION (4" MIN ARABIC NUMBERS).
LOCAL ZONING & SITE REQ       ENNIS UNIFIED DEVELOPMENT ORDINANCE     SETBACKS; PARKING MAXIMUMS; SIGNAGE CONSTRAINTS;
(UDO) - AMENDED                                                       COMMERCIAL LANDSCAPING DISCIPLINE CLASSIFICATIONS.
STATE DISABILITY ACCESS       TEXAS ACCESSIBILITY STANDARDS (TAS)     STATE TDLR REVIEW MANDATORY FOR COMMERCIAL FLR 1
/ AMERICANS WITH DISABILITIES ACT                                     ACCESSIBLE ROUTES, COUNTERS, & RESTROOM LAYOUTS.
================================================================================================================================
NOTE: LOCAL CODE SECTIONS AND BUILDING PERMITS ARE MANAGED UNDER ARTICLE III, SECTION 5-51 OF THE ENNIS CODE OF ORDINANCES.
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Table of Contents

Cover: Area Map, Scope of Work, Notes, Survey
S1: Site Plan
S2: Elvations
S3: Ground Floor Plan
S4: Second Floor Plan
S5: Roof Plan
S6: Ground Floor Electric Plan
S7: Second Floor Electric Plan



J.W. Valek
Building Designer

1901 Cedar Ridge Circle Ennis, TX 75119
P. 469.510.7672 | www.valekdesign.com
E. valek.jw@gmail.com

N·C·B·D·C
NATIONAL COUNCIL OF BUILDING DESIGNER CERTIFICATION
Jerry Valek
CERTIFICATION NO. 44-764
TM

Owner(s)

Tee 18 Investments LLC

113 W Knox St
Ennis, TX 75119

Property Address:
111 and 113 S Dallas St
Ennis, TX 75119

Plans for New Mixed Use Developent

Scale
None

Date
July 13, 2026

Sheet Title
Cover Sheet

Page
Cover

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider an Ordinance amending Chapter 10 of the City of Ennis Code of Ordinances by adding Article XII, “Unattended Donation Bins,” establishing permitting requirements and regulations for the placement, operation, and maintenance of unattended donation bins, and providing for enforcement and penalties.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Health & Inspections
Staff Contact:	Kevin Howard, Health Director

BACKGROUND INFORMATION:

The City of Ennis currently does not regulate unattended donation bins through a dedicated permitting program. While donation bins provide a convenient opportunity for charitable and recycling efforts, improperly maintained or unauthorized bins can create nuisance conditions, including litter accumulation, illegal dumping, visual blight, traffic circulation issues, and public safety concerns.

The proposed ordinance establishes a comprehensive regulatory framework for unattended donation bins throughout the City. Key provisions include:

- Requiring a City permit for each unattended donation bin and written authorization from the property owner before placement.
- Establishing location standards to ensure donation bins do not obstruct parking, fire lanes, accessibility routes, driveways, building access points, or other required site improvements.
- Limiting bins to developed properties with an active lawful principal use and generally limiting sites to one bin per development.
- Requiring operators to display identifying information, contact information, accepted donation categories, servicing schedules, and City-issued permit medallions.
- Establishing maintenance standards requiring operators to routinely service bins, prevent overflow, promptly remove materials deposited outside the bin, remove graffiti, and maintain the surrounding area free of litter and debris.
- Authorizing inspections, notice procedures, permit suspension or revocation, removal of abandoned or noncompliant bins, and appeals of permit decisions.
- Providing enforcement mechanisms, including citations, fines, nuisance abatement, and other legal remedies for violations.

The ordinance is intended to protect public health, safety, and welfare; preserve property maintenance standards; protect accessibility and traffic circulation; and ensure accountability for the placement and operation of unattended donation bins, while regulating bins in a content-neutral manner regardless of the operator's charitable, religious, or commercial purpose.

FINANCIAL IMPACT:

Permit fees and any associated removal, storage, or administrative costs will be established through the City's adopted fee schedule. Administration and enforcement will be conducted by existing City staff.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

ORDINANCE NO.-Unattended Donation Bin Ordinance - Pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING CHAPTER 10, "LICENSES, PERMITS, AND BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES BY ADDING ARTICLE XII, "UNATTENDED DONATION BINS"; ESTABLISHING REQUIREMENTS FOR THE PERMITTING, PLACEMENT, OPERATION, AND MAINTENANCE OF UNATTENDED DONATION BINS TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City seeks to regulate and permit unattended donation bins in order to promote the public health, safety, and welfare; protect private property rights; preserve safe vehicular and pedestrian circulation; and establish reasonable standards for their placement, operation, and maintenance.

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

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

SECTION 2: That Chapter 10 "Licenses, Permits, and Business Regulations" of the Code of Ordinances is hereby amended to add Article XII "Unattended Donation Bins" to read as set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 3: 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 4: 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 5: 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.

SECTION 6: That this ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

"EXHIBIT A"

ARTICLE XII. - UNATTENDED DONATION BINS

Sec. 10-400. - Purpose and intent.

(a) The purpose of this article is to promote the public health, safety, and welfare; protect private property rights; preserve safe vehicular and pedestrian circulation; and establish reasonable standards for the placement, operation, and maintenance of unattended donation bins within the City.

(b) The regulations established by this article are intended to:

(1) Prevent the accumulation of donated materials, litter, rubbish, and debris outside unattended donation bins;

(2) Require unattended donation bins to be maintained in a clean, safe, sanitary, and structurally sound condition;

(3) Prevent unattended donation bins from obstructing required parking, fire lanes, accessible routes, visibility areas, ingress, egress, or other required site improvements;

(4) Prevent unattended donation bins from being placed on private property without the knowledge and authorization of the property owner;

(5) Ensure that the City, property owners, and members of the public can readily identify and contact the person or entity responsible for an unattended donation bin;

(6) Establish reasonable procedures for permitting, inspection, maintenance, correction of violations, permit revocation, and removal of unattended donation bins; and

(7) Regulate the time, place, and manner of operation of unattended donation bins without regard to the charitable, religious, commercial, or other viewpoint or message of the operator.

(c) This article regulates the size, number, placement, installation, operation, identification, and maintenance of unattended donation bins only to the extent reasonably necessary to accomplish the purposes stated herein.

Sec. 10-401. - Applicability; existing unattended donation bins.

(a) Except as otherwise expressly provided, this article applies to every unattended donation bin located within the corporate limits of the City.

(b) Any unattended donation bin lawfully existing on the effective date of this article shall submit an application for a permit under this article within ninety (90) days after the effective date.

(c) Existing unattended donation bins shall comply with the maintenance, identification, safety, and operational requirements of this article within thirty (30) days after the effective date, except to the extent a longer period is expressly approved or required by applicable law.

(d) Nothing in this article shall be construed to eliminate or impair any nonconforming right recognized by the City's Unified Development Ordinance or applicable state law. Any unattended donation bin or associated land use that was lawfully established before the effective date of this article but does not comply with a subsequently adopted zoning or location requirement shall be governed by Article X of the Unified Development Ordinance and applicable state law.

(e) Nothing in this section grants lawful or nonconforming status to an unattended donation bin that was unlawfully established before the effective date of this article.

Sec. 10-402. - Definitions.

For purposes of this article, the following words, terms, and phrases shall have the meanings stated below unless the context clearly indicates otherwise:

Abandoned unattended donation bin means a bin for which the operator cannot be identified or contacted after reasonable efforts, or a bin for which the operator has failed to remove, service, or otherwise respond within thirty (30) consecutive days after written notice from the City.

Director means the Director of Community Health and Development or the person or persons designated by the City Manager or the Director to execute the required duties and responsibilities under this article department.

Operator means any person, organization, corporation, partnership, association, nonprofit entity, for-profit entity, or other legal entity that owns, places, maintains, services, operates, manages, or causes an unattended donation bin to be placed or operated.

Permit holder means the person or entity to whom an unattended donation bin permit has been issued by the City.

Property means the real property on which an unattended donation bin is located or proposed to be located.

Property owner means the owner of the real property according to the most recently approved appraisal district records, or a person legally authorized to act on behalf of that owner.

Unattended donation bin or *bin* means an exterior, unstaffed container, receptacle, box, or similar device intended or used for the collection of donated clothing, textiles, shoes, books, toys, household goods, or similar personal property from members of the public when no employee, attendant, or representative is continuously present to accept the donated items.

The term does not include:

(1) A dumpster, solid-waste container, or recycling container used solely for waste or recyclable materials generated by a lawful principal use located on the property;

(2) A container located entirely inside a building;

(3) A temporary collection container that is staffed during all hours in which donations are accepted and is associated with a temporary event otherwise permitted by the City; or

(4) A container owned and operated directly by the City.

Sec. 10-403. - Responsibility of operator and property owner.

(a) The operator is responsible for compliance with all requirements of this article relating to the placement, operation, servicing, identification, and maintenance of an unattended donation bin.

(b) A property owner who authorizes an unattended donation bin to be located on the property shall be responsible for ensuring that the bin is located only in the location approved by the City.

(c) A property owner shall not be subject to a citation or other enforcement action solely because an unattended donation bin was placed on the property without the property owner's knowledge or consent, provided that the property owner:

(1) Did not authorize or knowingly permit the placement of the bin; and

(2) Upon obtaining actual knowledge of the unauthorized bin or receiving written notice from the City, promptly takes reasonable steps to cause the unauthorized bin to be removed.

(d) If a property owner knowingly authorizes or permits an unattended donation bin to remain on the property after receiving notice of a violation and the operator fails to correct the violation within the applicable correction period, the City may pursue enforcement against either or both the operator and property owner to the extent authorized by law.

(e) Nothing in this section relieves a property owner from separate property-maintenance, nuisance, litter, solid-waste, zoning, fire, building, or other obligations imposed by the Code of Ordinances.

Sec. 10-404. - Permit and permit medallion required.

(a) Except during the transition period provided by this article, it is unlawful for any person to place, operate, maintain, or knowingly allow an unattended donation bin on property within the City without a valid permit issued under this article.

(b) A separate permit is required for each unattended donation bin.

(c) A permit is valid only for:

(1) The operator identified on the permit;

(2) The unattended donation bin identified in the permit application; and

(3) The specific location shown on the approved site plan.

(d) The City shall issue a permit medallion, decal, or other identifying marker for each permitted unattended donation bin.

(e) The permit medallion shall be affixed to the exterior of the bin in a location readily visible from outside the bin and shall remain legible for the duration of the permit.

(f) Alteration, duplication, transfer, concealment, or unauthorized use of a City permit medallion is prohibited.

Sec. 10-405. - Application requirements.

(a) An applicant shall submit an application on a form prescribed by the Director. The application shall be signed by the operator and shall certify that the information submitted is true and correct.

(b) An application shall include:

(1) The applicable nonrefundable permit fee established in the City's adopted fee schedule;

(2) The legal name, mailing address, telephone number, and email address of the operator;

(3) The name, mailing address, telephone number, and email address of the property owner;

(4) A telephone number and email address at which the operator or the operator's authorized representative may be contacted regarding maintenance, overflow, dumping, safety, or other conditions associated with the bin;

(5) Written authorization signed by the property owner expressly allowing the operator to place and maintain the proposed unattended donation bin at the location shown on the application;

(6) Evidence of the operator's legal name and organizational status, including, when applicable:

a. Evidence of nonprofit status recognized under applicable federal law; or

b. For a for-profit operator, sufficient information identifying the legal business entity or individual responsible for the operation;

(7) Evidence that the principal use located on the property is lawfully established and, when required by City ordinance, maintains a valid Certificate of Occupancy;

(8) A site plan drawn to a legible scale showing, at minimum:

a. Property boundaries;

b. Existing buildings;

c. The exact proposed location and dimensions of the unattended donation bin;

d. Distances between the bin and property lines, buildings, public rights-of-way, and other relevant site improvements;

e. Driveways and points of ingress and egress;

f. Parking spaces and maneuvering aisles;

g. Fire lanes and fire-access areas;

h. Accessible parking spaces and accessible routes;

i. Easements affecting the proposed location;

j. Trash enclosures and service areas; and

k. Any other existing physical feature directly relevant to determining compliance with an identified provision of this article or the Unified Development Ordinance;

(9) Elevations, photographs, manufacturer information, or similar documentation showing the proposed appearance, dimensions, materials, deposit opening, signage, and locking mechanism of the bin;

(10) A maintenance and servicing plan identifying:

a. The routine collection schedule;

b. Procedures for responding to a full or overflowing bin;

c. Procedures for removing material deposited outside the bin;

d. Procedures for graffiti removal;

e. Procedures for litter and debris removal; and

f. Contact information for the person responsible for responding to maintenance complaints; and

(11) Any additional information reasonably necessary for the Director to determine compliance with a specifically identified requirement of this article.

(c) The Director shall not require information unrelated to determining compliance with this article.

Sec. 10-406. - Completeness determination; permit approval or denial.

(a) The Director shall determine whether an application is complete within ten (10) business days after submission.

(b) If an application is incomplete, the Director shall provide written notice identifying the specific information or documentation necessary to complete the application.

(c) No further review is required until the identified deficiencies have been corrected.

(d) An application that remains incomplete for ninety (90) consecutive days after the applicant is notified of the deficiencies may be administratively closed. At least thirty (30) days before administrative closure, the Director shall provide written notice that the application will be closed unless the identified deficiencies are corrected.

(e) Within fifteen (15) business days after an application is determined complete, the Director shall approve or deny the application.

(f) The Director shall approve the permit when:

(1) The application is complete and materially accurate;

(2) The applicable fee has been paid;

(3) The property owner has authorized the proposed placement;

(4) The proposed location complies with this article and applicable provisions of the Unified Development Ordinance;

(5) The proposed bin complies with the physical, operational, and identification requirements of this article; and

(6) There is no outstanding final order requiring removal of the same bin from the same location.

(g) A pending complaint, unverified allegation, or unresolved enforcement action shall not, by itself, constitute grounds for denial of an otherwise compliant permit application.

(h) If an application is denied, the Director shall provide written notice stating each specific reason for denial and identifying the provision of this article or other applicable City regulation upon which the denial is based.

Sec. 10-407. - Appeals of permit decisions.

(a) Except as provided by subsection (d), an applicant or permit holder may appeal a denial, suspension, or revocation under this article by filing a written appeal with the Director within ten (10) calendar days after the date written notice of the decision is delivered.

(b) A timely appeal shall identify the decision being appealed and the basis for the appeal.

(c) The City Commission shall hear the appeal within thirty (30) days after a complete notice of appeal is filed, or at the next available meeting for which notice may lawfully be provided. The City Commission may affirm, reverse, or modify the administrative decision based upon the requirements of this article. The City Commission's decision shall be final for purposes of the City's administrative permit process.

(d) To the extent a permit decision depends upon an interpretation or enforcement determination arising under the Unified Development Ordinance that is appealable to the Zoning Board of Adjustment under the Unified Development Ordinance or Texas Local Government Code Chapter 211, the zoning determination shall be appealed through the procedure applicable to that determination.

(e) Nothing in this section limits any judicial review or remedy available under state or federal law.

Sec. 10-408. - Permit term and renewal.

(a) Permits shall expire on December 31 of each calendar year unless otherwise provided by the City's adopted permit schedule.

(b) An application for renewal shall be submitted before expiration on a form prescribed by the Director.

(c) A renewal application may require updated:

(1) Property-owner authorization;

(2) Operator contact information;

(3) Maintenance information; and

(4) Other information necessary to verify continued compliance with this article.

(d) The City may require a new site plan only when the bin location or relevant site conditions have changed.

(e) Continued operation after expiration of a permit is prohibited unless a timely renewal application has been submitted and the City has not yet taken final action on the renewal.

Sec. 10-409. - Transfer and changes to permit.

(a) A permit issued under this article is not transferable from one operator to another.

(b) A permit may not be transferred to another property or another location on the same property without prior City approval.

(c) A new property-owner authorization shall be required following a change in ownership of the property unless the new property owner provides written confirmation that the existing authorization remains in effect.

(d) The permit holder shall notify the City within ten (10) business days of any material change in:

(1) Operator name;

(2) Mailing address;

(3) Telephone or email contact information;

(4) Maintenance contact;

(5) Property-owner authorization; or

(6) Other information material to the continued validity of the permit.

Sec. 10-410. - Location restrictions.

(a) An unattended donation bin is not permitted on a vacant or undeveloped property. A lawful principal use shall be actively maintained on the property.

(b) Unless otherwise expressly authorized by the City, no more than one unattended donation bin shall be permitted on a single development site.

(c) For purposes of subsection (b), an integrated shopping center, office center, or similar development functioning as a single development site through common parking, access, or circulation may be treated as one development site even when divided among multiple platted lots.

(d) No unattended donation bin may be located on City-owned property unless separately authorized by the City Commission.

(e) Nothing in this section authorizes placement that conflicts with any approved site plan, development plan, plat, easement, fire requirement, accessibility requirement, or other applicable City regulation.

Sec. 10-411. - Placement and operational requirements.

Every unattended donation bin shall comply with the following:

(a) The bin shall not be located within:
  (1) A required landscape area or landscape buffer;
  (2) A required building setback unless placement of an accessory structure is expressly permitted within that setback;
  (3) A drainage, utility, access, fire-lane, or other easement that prohibits or is incompatible with placement of the bin;
  (4) A public right-of-way;
  (5) A required fire lane;
  (6) A visibility triangle;
  (7) A required parking space;
  (8) An accessible parking space or access aisle;
  (9) A required loading space;
  (10) A required pedestrian route or accessible route; or
  (11) A floodway or other location where placement is prohibited by applicable floodplain regulations.

(b) The bin shall be located so that persons depositing donations and vehicles servicing the bin can do so without obstructing:
  (1) Driveways;
  (2) Drive aisles;

(3) Building ingress or egress;

(4) Fire apparatus access;

(5) Fire hydrants or fire department connections;

(6) Accessible routes;

(7) Trash enclosures;

(8) Loading areas; or

(9) Access to utilities or mechanical equipment.

(c) The bin shall be enclosed and equipped with a receiving door, chute, or similar deposit opening.

(d) The contents of the bin shall not be accessible to the general public except through the designated deposit opening.

(e) Access panels and service doors shall remain secured against unauthorized entry when the bin is not being serviced.

(f) The bin shall be placed on a paved or other durable all-weather surface capable of supporting the bin and normal servicing activity.

(g) The placement of a bin shall not reduce the number of available parking spaces below the minimum number required for the principal use unless otherwise authorized under the Unified Development Ordinance.

(h) The bin shall be located so that a person making a donation may safely and temporarily stop or park without blocking a required drive aisle, fire lane, accessible route, or public street.

(i) During hours of darkness, the deposit side of the bin shall be located within an existing illuminated area providing not less than one (1) foot-candle measured at grade immediately in front of the deposit opening.

(j) Items accepted shall be limited to nonfood household or personal items that can be completely placed through the designated opening.

(k) The following are prohibited from being deposited or accepted:

a. Food;

b. Putrescible waste;

c. Garbage or municipal solid waste;

d. Hazardous materials;

e. Flammable or combustible liquids;

f. Medical waste;

g. Chemicals;

h. Batteries prohibited from disposal as ordinary solid waste; or

i. Any material otherwise prohibited by state or federal law.

Sec. 10-412. - Physical standards.

(a) An unattended donation bin shall:

(1) Be fabricated of durable, weather-resistant materials;

(2) Be structurally sound and capable of remaining secure during ordinary weather conditions;

(3) Not exceed one hundred seventy-five (175) cubic feet in exterior volume;

(4) Not exceed six feet six inches (6’6”) in height;

(5) Not be electrically, hydraulically, or mechanically powered unless separately approved under all applicable electrical, building, fire, and zoning requirements; and

(6) Be maintained so that no sharp edge, broken component, unsecured door, or other physical condition creates a foreseeable hazard to the public.

(b) Nothing in this article regulates the color of an unattended donation bin except to the extent necessary to comply with another generally applicable City regulation.

Sec. 10-413. - Identification and disclosures.

(a) Every unattended donation bin shall conspicuously display the following information on the front or deposit side of the bin:

(1) The legal or commonly recognized name of the operator;

(2) A telephone number through which the operator or maintenance representative may be contacted;

(3) The type or categories of items accepted;

(4) A notice stating that donations and other material shall not be left outside the bin;

(5) The routine servicing or collection schedule;

(6) The City-issued permit medallion or permit number; and

(7) Information designated by the City for reporting a maintenance or code complaint, which may be provided on the permit medallion itself.

(b) Local information required by subsection (a) shall be maintained in legible lettering of sufficient size and contrast to be readily visible to a person using the bin.

(c) Any operator subject to Subchapter K, Chapter 17 of the Texas Business & Commerce Code, including Section 17.922, shall display all disclosures required by state law in the location, size, language, and form required by that law.

(d) Compliance with this article does not excuse compliance with any additional federal or state disclosure requirement.

Sec. 10-414. - Maintenance and servicing.

(a) The operator shall continuously maintain the bin and immediately surrounding area in a clean, safe, sanitary, and structurally sound condition.

(b) No donated item, litter, rubbish, debris, or other material may be intentionally stored outside the bin.

(c) The operator shall remove any donated item, litter, rubbish, debris, or other material deposited outside the bin after:

(1) The operator obtains actual knowledge of the condition; or

(2) Within the correction timeframe specified in written notice provided by the City.

(d) A condition presenting an immediate obstruction to a fire lane, accessible route, sidewalk, driveway, required means of egress, or other immediate threat to public health or safety shall be corrected as soon as reasonably practicable and shall not be subject to the ordinary seventy-two-hour correction period.

(e) The area extending thirty (30) feet from the bin and located on the same property shall be maintained free of donated items, litter, rubbish, and debris reasonably associated with operation of the bin.

(f) The operator shall service each bin as frequently as necessary to prevent overflow.

(g) Routine servicing shall occur between:

(1) 7:00 a.m. and 7:00 p.m. Monday through Friday; and

(2) 9:00 a.m. and 6:00 p.m. Saturday and Sunday.

(h) Servicing shall include, as necessary:

(1) Removal of collected material;

(2) Removal of items deposited outside the bin;

(3) Litter and debris removal;

(4) Repair of damaged doors, locks, hinges, or collection mechanisms;

(5) Repair or replacement of damaged or missing signage; and

(6) Removal of graffiti.

(i) Peeling paint, excessive rust, broken or unsecured components, damaged signs, or other deterioration shall be corrected within ten (10) calendar days after notice from the City unless the Director determines that the condition presents an immediate safety hazard requiring earlier correction.

Sec. 10-415. - Property-owner withdrawal of authorization.

(a) A property owner may withdraw authorization for an unattended donation bin at any time by providing written notice to the operator and the City.

(b) Upon the City's receipt of written notice that property-owner authorization has been withdrawn, the permit shall no longer authorize the collection or acceptance of donations, and the operator shall immediately cease accepting donations at the bin.

(c) The operator shall remove the bin not later than ten (10) calendar days after receiving notice that the property owner's authorization has been withdrawn unless an earlier removal date is required by the property owner under the parties' private agreement.

(d) Nothing in this section requires the City to enforce a private contractual dispute between an operator and property owner.

Sec. 10-416. - Notice of violation and opportunity to correct.

(a) Except for violations warranting immediate action under applicable law, the City may provide a written notice of violation to the operator identifying:
(1) The condition constituting the violation;

(2) The provision of this article violated;

(3) The corrective action required;

(4) The deadline for correction; and

(5) The potential consequences of failure to correct the violation.

(b) Nothing in this section requires the City to provide an additional correction period before issuing a citation when:
(1) The same or substantially similar violation has previously been noticed within the preceding twelve (12) months;

(2) A person knowingly places or operates an unpermitted bin;

(3) A bin is placed without property-owner authorization;

(4) A violation creates an immediate threat to life, property, fire access, accessibility, or public safety; or

(5) Applicable law authorizes immediate enforcement.

Sec. 10-417. - Suspension or revocation of permit.

(a) The Director may suspend or revoke a permit upon a written finding that one or more of the following has occurred:

(1) The permit holder knowingly made a materially false statement or submitted materially false documentation in obtaining or renewing the permit;

(2) The operator has incurred three (3) separate, material violations of this article relating to the permitted bin within a twelve-month period, each of which was documented by written City notice and remained uncured after expiration of the applicable correction period;

(3) The property owner's authorization has been withdrawn and the bin has not been removed within the period required by this article;

(4) The bin has been relocated from its permitted location without approval;

(5) The bin or its operation no longer complies with an objective requirement necessary for permit issuance and the violation remains uncured after notice; or

(6) The operator has abandoned the bin.

(b) A notice of suspension or revocation shall:

(1) Be in writing;

(2) State the specific grounds for the action;

(3) Identify the applicable provisions of this article;

(4) State the effective date of the suspension or revocation;

(5) Explain the right to appeal; and

(6) Be delivered by personal service, certified mail, electronic mail to the address provided in the permit application, or another method reasonably calculated to provide actual notice.

(c) Except as provided by subsection (d), a timely appeal shall stay a suspension or revocation until a final administrative decision is rendered.

(d) The Director may order temporary cessation of use of a bin pending appeal only upon a written finding that the physical condition or location of the bin presents an imminent threat to life or property or creates an immediate obstruction of required fire access, means of egress, or an accessible route.

(e) If revocation becomes final, the operator shall remove the bin within forty-eight (48) hours after final administrative action or expiration of the appeal period, whichever is applicable.

(f) A permit revoked due to repeated violations under subsection (a)(2) shall not be reissued for the same bin at the same location for one hundred eighty (180) days after the revocation becomes final.

(g) Revocation of one permit shall not automatically revoke other permits held by the same operator. Each permit shall be evaluated based upon the circumstances applicable to that permit and location.

Sec. 10-418. - Removal and impoundment.

(a) An unattended donation bin is subject to removal in accordance with this section when:
(1) It is operated without a required permit after expiration of any applicable transition or correction period;

(2) A permit has expired and the bin remains in operation without a renewal application submitted before the permit expiration date;

(3) A permit has been finally revoked and the bin is not removed within the required forty-eight-hour period;

(4) Property-owner authorization has been withdrawn and the bin is not removed within the period required by this article; or

(5) The bin has been abandoned.

(b) Before City-initiated removal of a bin from private property, the City shall provide notice to the operator and property owner when reasonably identifiable. The notice shall:
(1) Identify the bin and location;

(2) State the basis for required removal;

(3) Provide the deadline for voluntary removal;

(4) State that failure to remove the bin may result in removal and storage by the City to the extent authorized by law; and

(5) Provide information regarding retrieval of an impounded bin.

(c) The City may also affix a copy of the removal notice directly to the bin.

(d) Following expiration of the applicable removal period, the City may cause the bin to be removed, impounded, or otherwise abated in accordance with applicable law.

(e) Nothing in this article authorizes entry onto private property in a manner prohibited by the United States Constitution, Texas Constitution, or other applicable law.

(f) An impounded bin may be released to the person establishing lawful ownership upon payment of applicable removal, storage, and administrative charges established by the City’s adopted fee schedule.

(g) An impounded bin remaining unclaimed for thirty (30) days after delivery of written notice of impoundment may be deemed abandoned and disposed of in accordance with applicable law.

(h) The City may pursue recovery of reasonable abatement or removal costs against a responsible party to the extent authorized by law.

Sec. 10-419. - Enforcement, violations, and penalties.

(a) It is unlawful for a person to violate any provision of this article.

(b) Violations include, but are not limited to:

(1) Placing, operating, or maintaining an unattended donation bin without a required permit;

(2) Placing a bin on private property without the property owner's authorization;

(3) Moving a permitted bin from the approved location without authorization;

(4) Failing to display the required permit medallion;

(5) Allowing donated material, litter, rubbish, or debris to remain outside the bin beyond the applicable correction period;

(6) Failing to service or maintain the bin as required;

(7) Knowingly depositing prohibited material in or around a bin;

(8) Knowingly accepting prohibited material or failing to remove prohibited material within the applicable correction period after actual knowledge or City notice;

(9) Obstructing fire access, accessible routes, parking, ingress, egress, or other required site improvements;

(10) Providing materially false information in a permit application;

(11) Altering or misusing a City permit medallion; or

(12) Continuing to operate a bin after a permit has expired, been suspended, or been finally revoked.

(c) Unless a different penalty is required or authorized by state law, a person convicted of violating this article shall be punished by a fine not exceeding five hundred dollars ($500.00).

(d) When a violation constitutes a violation of a City regulation governing fire safety, zoning, or public health and sanitation, the maximum fine may be two thousand dollars ($2,000.00) to the extent authorized by state law. When a violation constitutes the dumping of refuse, the maximum fine may be four thousand dollars ($4,000.00) to the extent authorized by state law.

(e) For a continuing violation, each day the violation continues after expiration of any applicable correction period constitutes a separate offense.

(f) The remedies provided by this article are cumulative and not exclusive.

(g) The City may pursue any remedy authorized by law, including:

(1) Criminal prosecution;

(2) Permit suspension or revocation;

(3) Nuisance abatement;

(4) Injunctive relief;

(5) Civil enforcement under applicable provisions of Texas Local Government Code Chapter 54;

(6) Recovery of authorized abatement costs; and

(7) Any other remedy available under state law or the Code of Ordinances.

(h) Issuance of a criminal citation is not a prerequisite to pursuing an administrative, civil, or equitable remedy unless otherwise required by law.

Sec. 10-420. - Administration.

(a) The Director is authorized to administer and enforce this article.

(b) The Director may develop permit forms, maintenance forms, inspection forms, administrative procedures, and other documents reasonably necessary to administer this article, provided that such administrative materials do not impose substantive requirements inconsistent with or in addition to those established by ordinance.

(c) City personnel may inspect unattended donation bins from public property, areas open to the public, or other lawful vantage points.

(d) Entry into areas not open to the public shall occur only with consent or pursuant to lawful authority.

Sec. 10-421. - Relationship to other laws.

(a) Compliance with this article does not excuse compliance with the Unified Development Ordinance, building codes, fire codes, accessibility requirements, nuisance regulations, solid-waste regulations, floodplain regulations, or other applicable City requirements.

(b) An unattended donation bin subject to Texas Business & Commerce Code Chapter 17, Subchapter K shall comply with all applicable state disclosure requirements.

(c) If another applicable law imposes a more restrictive requirement and the City is legally authorized to enforce that requirement, the more restrictive requirement shall govern.

(d) Nothing in this article shall be interpreted or enforced on the basis of the charitable, religious, political, commercial, or other viewpoint expressed by an operator or displayed on a bin.

Sec. 10-422. - Severability.

If any section, subsection, sentence, clause, phrase, requirement, or application of this article is held invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions and applications shall remain in full force and effect to the maximum extent permitted by law.

Secs. 10-423-430. – Reserved.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider an Ordinance amending the Code of Ordinances by adding Chapter 20, “Parks and Recreation,” to regulate hours, closures, activities, behavior, noise, park reservations, and fees for city parks; repealing Article V, “Parks and Recreation Areas,” of Chapter 16, “Streets, Sidewalks, Other Public Places and Cemeteries”; providing a severability clause; providing a savings clause; providing for penalties and other remedies; and providing an effective date.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Parks
Staff Contact:	Paul Liska, Parks Director

BACKGROUND INFORMATION:

The City of Ennis currently has only a few laws pertaining to parks, which are are decentralized across various municipal codes. The purpose of this item is to consider an ordinance establishing a dedicated "Parks and Recreation" chapter within the City’s Code of Ordinances. This ordinance consolidates, updates, and codifies comprehensive rules governing public use, facility management, and enforcement mechanics for all city-owned park properties and recreational facilities.

This ordinance proposal was a result of an extensive, multi-step processs initated by the Parks Board in May of 2024. The Parks Board examined the growing list of issues within our parks system ordinances and studied sample park ordinance chapters from 12 comparible cities. They discussed the applicability and ramifications of each ordinance by topic, until each proposal was decided by majority vote of the board. Parks Board concluded their recommended list of oridinances in March of 2025. After a year of internal review by City Administration and legal review, this item is ready for City Commission consideration.

RECOMMENDATION:

Staff recommends approval. Parks Board recommends approval.

ATTACHMENTS:

ORDINANCE NO.-Establishment of Chapter 20: Parks and Recreation Ordinances - Pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING CHAPTER 20, "PARKS AND RECREATION," TO REGULATE HOURS, CLOSURES, ACTIVITIES, BEHAVIOR, NOISE, PARK RESERVATIONS, AND FEES FOR CITY PARKS; REPEALING ARTICLE V, "PARKS AND RECREATION AREAS," OF CHAPTER 16, "STREETS, SIDEWALKS, OTHER PUBLIC PLACES AND CEMETERIES"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTIES AND OTHER REMEDIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ennis recognizes the value of public parks, recreational areas, lakes, park facilities, and athletic facilities; and

WHEREAS, the City finds it necessary to adopt regulations governing the use, protection, operation, and administration of city parks.

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

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

SECTION 2: That Chapter 20, "Parks and Recreation," of the Code of Ordinances is hereby added to read as set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 3: That Article V, "Parks and Recreation Areas," of Chapter 16, "Streets, Sidewalks, Other Public Places and Cemeteries," of the Code of Ordinances is hereby repealed.

SECTION 4: 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 5: 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 6: That nothing in this Ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7: That this Ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

CHAPTER 20. PARKS AND RECREATION

ARTICLE I. GENERAL PROVISIONS

Sec. 20-1. Purpose and applicability.

This chapter establishes regulations governing the use, protection, operation, and administration of public parks, recreational areas, lakes, park facilities, and athletic facilities.

Unless otherwise expressly provided, the provisions of this chapter apply to all persons using or entering upon City parks, recreational areas, lakes, park facilities, and athletic facilities.

Sec. 20-2. Definitions.

For purposes of this chapter, the following terms shall have the meanings assigned to them:

City means the City and, where applicable, its officers, departments, boards, commissions, employees, agents, and authorized representatives.

City lake means any public impoundments, bodies of water, and surrounding lands, parks, or shorelines owned, controlled, or managed by the City for active or passive public recreation, water storage, or environmental conservation, including the following:

a) Lake Clark located at Lake Clark Park, 2100 W. Baldridge Street;
b) Old City Lake located at Rotary Park, 2300 Park Street; and Kiwanis Park at Old City Lake, 610 Park Street;
c) Lions Park Pond located at Lions Park, 1200 Lampasas Street; and
d) Bluebonnet Park Pond located at Bluebonnet Park, 201 S. US-287.

City park or **park** means any public park, recreational area, athletic facility, lake, open space, playground, pavilion, trail, roadway, parking area, or other property owned, leased, or operated by the City for public recreational purposes, including the following:

a) Bluebonnet Park Athletic Fields and Facilities, located at 201 S. US-287;
b) Rotary Park, located at 2300 Park Street;
c) Lions Park, located at 1200 Lampasas Street;
d) Veterans Memorial Park, 2301 Ennis Parkway;
e) Kiwanis Park at Old City Lake, located at 610 Park Street;
f) Lake Clark Park, 2100 W. Baldridge Street;
g) I.O.O.F. Park and Baseball Field, located at 410 4th Street;
h) Timothy Gauna Park, located at 301 W. Crockett Street;
i) Minnie Mcdowal Park, located at 119 Dallas Street;
j) Rogers & Maise Park, located at 900 E. Martin Luther King Jr. Drive
k) Kachina Prairie Park, located at 1816 W. Baldridge Street;

l) Disc Golf Course, located at 3000 W. Ennis Avenue;
m) Susie B. Garret Park, 400 E. Moore Street
n) Undeveloped Park #1, located at 1704 Cardinal Dr.;
o) Undeveloped Park #2, located at 1101 Canterbury Lane;
p) Undeveloped Greenbelt Park #3, located at 380 Christian Road; and
q) Willie Love Park, 705 Crisp Road.

Litter means all putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, street cleaning, dead animals, abandoned automobiles, paper, wrappings, cigarettes, cardboard, tin cans, bottle, glass, yard clippings, leaves, wood, glass, bedding, crockery and similar materials, and solid market and industrial waste.

Director means the City's Parks and Recreation Director or the Director's authorized designee.

Park facility means any building, pavilion, athletic field, playground, court, trail, shelter, structure, or other improvement located within a City park.

Park trail means any public path, walkway, or corridor operated and maintained by the City as part of its public park and recreation system.

Permit means a written authorization issued by the City for the use of a park, park facility, or other property subject to this chapter.

Special event has the meaning established in Chapter 10 of the Code of Ordinances.

Special Event Permit has the meaning established in Chapter 10 of the Code of Ordinances.

Sec. 20-3. Authority to regulate park use.

The City may establish reasonable rules and regulations governing the use of parks and park facilities when necessary to protect public health, safety, and welfare; protect City property; preserve park resources; accommodate permitted activities; or provide for the orderly operation and enjoyment of parks by the public.

ARTICLE II. HOURS AND TEMPORARY CLOSURES

Sec. 20-4. Park hours.

It shall be unlawful for any person to remain in, occupy, wander, stroll, play, or otherwise use a City park, or to operate or cruise in a vehicle within or about a City park without a set destination,

between the hours of 12:00 midnight and 5:00 a.m., Sunday through Saturday, except as otherwise authorized by this chapter or by a permit issued by the City.

Sec. 20-5. Exemption by permit.

A person shall be exempt from prosecution under section 20-4 if the person is attending a special event or parade for which there is a special event permit or an event for which the person has a facility use agreement with the City.

Sec. 20-6. Fishing exemption.

A person shall be exempt from section 20-4 while engaged in lawful fishing activities at Lake Clark or Lake Clark Park, subject to all other applicable laws and regulations.

Sec. 20-7. Enforcement of park closing hours.

(a) A police officer or other authorized enforcement officer who finds a person in violation of section 20-4 may ascertain the person's name and address and direct the person to immediately leave the park.

(b) If the person refuses to comply with the direction of the officer or has previously been warned that the person is violating the closing hours of the park, the officer may issue a citation or take other lawful enforcement action.

(c) If the person is a minor, the officer may notify the minor's parent, guardian, or other adult having care or custody of the minor and may take such additional action as authorized by law.

Sec. 20-8. Temporary Closing of Parks.

The City may temporarily close or limit the use of any park, facility, section, or portion thereof when reasonably necessary for events or activities, public health or safety, maintenance, construction, repair, or other legitimate municipal purposes.

It shall be unlawful for any person to enter or use a park, facility, area, or portion thereof that has been closed by the City unless expressly authorized to do so.

Sec. 20-9 through 20-12 – Reserved.

ARTICLE III. ALCOHOLIC BEVERAGES

Sec. 20-13. Prohibition of alcoholic beverages.

(a) Except as provided in subsection (b), it shall be unlawful for any person to possess, consume, serve, sell, or otherwise bring an alcoholic beverage into any City park or park facility, including parking areas in the park.

(b) The prohibition in subsection (a) does not apply to:

(1) A pavilion or other park facility reserved pursuant to a valid facility use agreement that expressly authorizes alcoholic beverages; or

(2) A park or area for which there is a valid special event permit.

Sec. 20- 14 through 20-18 – Reserved.

ARTICLE IV. NOISE

Sec. 20-19. Unlawful noise.

(a) A person commits an offense if the person knowingly makes or causes to be made any loud, excessive, or raucous noise in a City park or recreational area that unreasonably interferes with the use or enjoyment of the park by other persons.

(b) It is a defense to prosecution under this section that the person:

(1) Is a City employee acting within the scope of official duties; or

(2) Has obtained written authorization from the City for a special event or other activity that permits the use of amplified sound or other otherwise prohibited noise.

Sec. 20-20. Presumptive loud or raucous noise.

The following acts are presumed to constitute loud or raucous noise for purposes of section 20-19:

(1) Sounding a horn or signal device on an automobile, motorcycle, bus, or other vehicle except as a danger signal or as otherwise required by law;

(2) Using a mechanical loudspeaker, sound amplifier, or similar device to attract the attention of other persons through the creation of noise;

(3) Operating a radio, television, recording device, musical instrument, or other device for the production or reproduction of sound at a volume audible at a distance exceeding one hundred fifty (150) feet; or

(4) Operating an automobile, motorcycle, bus, other vehicle, or mechanical device in a manner that produces sound audible at a distance exceeding one hundred fifty (150) feet.

Sec. 20- 21 through 20-25 – Reserved.

ARTICLE V. MOTOR VEHICLES AND TRANSPORTATION

Sec. 20-26. Operation of motor vehicles.

(a) It shall be unlawful for any person to operate a motor vehicle in a City park except upon a recognized park roadway, designated parking area, or other area designated for motor vehicle operation.

(b) It shall be unlawful for any person to operate a motor vehicle on park trails

(c) It is an affirmative defense to prosecution under subsections (a) and (b) of this section that the person is a City employee acting within the scope of official duties.

(d) It shall be unlawful for any person operating a motor vehicle in a City park to damage, destroy, deface, or otherwise impair a park roadway, roadway surface, trail, turf, landscaping, or other City property.

Sec. 20-27. Speed limit.

Unless otherwise posted, no motor vehicle shall be operated at a speed exceeding sixteen (16) miles per hour within a City park.

Sec. 20-28. Parking.

(a) Motor vehicles shall be parked only in designated or authorized parking areas.

(b) It shall be unlawful to park a motor vehicle on park grounds, trails, athletic fields, sidewalks, landscaped areas, or other areas not designated for parking.

Sec. 20-29. Mufflers.

All motor vehicles operated within a City park shall be equipped with a lawful, unmodified, street-legal muffler.

Sec. 20-30. Nighttime vehicle operation and overnight parking.

(a) It shall be unlawful to drive or operate a motor vehicle through a park or stop, stand, or park a vehicle in a City park after park closing hours.

(b) It is an affirmative defense to prosecution under subsection (a) of this section that:

(1) the overnight parking was due to temporary mechanical failure of the vehicle;

(2) the driving or overnight parking was ordered by a police or park officer of the city or a person charged with supervision of a park or recreation area within the city;

(3) the driving or overnight parking was expressly authorized by a special events permit or facility use agreement; or

(4) that the person is a City employee acting within the scope of official duties.

Sec. 20-31. Off-road vehicles.

(a) It shall be unlawful to drive or operate an off-road motor vehicle in a City park.

(b) For purposes of this section, off-road motor vehicles include, but are not limited to, all-terrain vehicles, four-wheelers, golf carts, and non-street-legal motorbikes.

(c) It is an affirmative defense to prosecution under subsection (a) of this section that:

(1) the driving or overnight parking was expressly authorized by a special events permit or facility use agreement; or

(2) that the person is a City employee acting within the scope of official duties.

Sec. 20-32. Commercial vehicles.

(a) It shall be unlawful to park or operate a commercial vehicle in a City park.

(b) It is an affirmative defense to prosecution under subsection (a) of this section that:

(1) the driving or parking was expressly authorized by a special events permit or facility use agreement;

(2) that the person is a City employee acting within the scope of official duties; or

(3) the driving or parking was in an area designated by the City for commercial vehicle use.

Sec. 20-33 through 20-38 – Reserved.

ARTICLE VI. BICYCLES, SKATEBOARDS, AND OTHER DEVICES

Sec. 20-39. Bicycle and recreational device use.

Bicycle riding in City parks shall be conducted in a safe manner and with due consideration for pedestrians and other park users.

Where bicycle parking or bicycle-use areas are specifically designated, bicycles shall be parked or operated only in accordance with posted requirements.

Sec. 20-40. Prohibited use of athletic courts and restricted areas.

It shall be unlawful to operate or ride a bicycle, skateboard, in-line skate, roller skate, or other motorized or non-motorized transportation or recreational device:

(1) On any tennis, basketball, or other athletic court in a City park;

(2) On a playground or special display area when such use is prohibited by posted signs;

(3) Within a pavilion, monument, memorial, or other designated structure when such use is prohibited by posted signs;

(4) In an area where another organized activity is in progress under a special events permit or facility use agreement when such use would interfere with that activity; or

(5) On a walking trail in a City park that is less than twelve (12) feet in width.

Sec. 20-41. Park trails.

(a) Park trails shall be used primarily for walking, jogging, bicycling where permitted, and other authorized pedestrian or recreational activities.
(b) It shall be unlawful to operate on a park trail a motor vehicle, or other motorized device.

(c) It is an affirmative defense to prosecution under subsections (b) of this section that the person is a City employee acting within the scope of official duties.

Sec. 20- 42 through 20-46 – Reserved.

ARTICLE VII. WATER, LAKES, AND FISHING

Sec. 20-47. Protection of park waters.

(a) No person shall throw, discharge, deposit, or otherwise cause any liquid, solid, substance, material, or other thing to enter the waters of a fountain, pond, lake, stream, or other body of water located in or adjacent to a City park.

(b) No person shall deposit, discharge, or cause refuse, garbage, waste, or other material to enter any waterway, storm sewer, drain, tributary, or other watercourse flowing into park waters when such conduct may cause pollution.

Sec. 20-48. Fishing limits.

No person shall take more than twenty-five (25) bream fish from City lakes in any one (1) day.

Sec. 20-49. Irrigation from City lakes.

(a) It shall be unlawful for any person to use or cause or permit water from a City lake to be used for watering or irrigating lawns, trees, shrubbery, flowers, vegetables, or other landscaping on private property.

(b) It shall be unlawful to leave open any valve, cock, hydrant, hose, or similar device through which City lake water is drawn for an irrigation purpose prohibited by subsection (a).

(c) Nothing in this section prohibits the City from using water from City lakes for the maintenance or irrigation of public property when authorized by the City.

Sec. 20-50. Motorized boats.

(a) Except as provided in subsection (b), it shall be unlawful to operate on a City-owned lake a motor-driven boat equipped with a motor rated by the manufacturer at more than ten (10) horsepower.

(b) The restriction in subsection (a) does not apply to Lake Clark.

Sec. 20-51. Swimming, water skiing and similar activities.

It shall be unlawful on any City lake to:

(1) Swim or bathe;

(2) Water ski;

(2) Wakeboard;

(3) Tube or participate in a similar activity in which a person is towed behind a boat;

(4) Operate a boat or personal watercraft while towing a person for any activity described in this section; or

(5) Operate a personal watercraft, including a jet ski, for any activity prohibited by this section.

Sec. 20-52 through 20-56 – Reserved.

ARTICLE VIII. GENERAL PARK REGULATIONS

Sec. 20-57. Dangerous or disruptive activities.

It shall be unlawful for any person to participate in or engage in an activity on City park property when the activity creates a danger to the public or constitutes a public nuisance.

Sec. 20-58. Camping.

It shall be unlawful for any person to camp overnight in any park except in an area designated by the department of parks and recreation.

Sec. 20-59. Structures and utilities.

(a) It shall be unlawful to construct, erect, install, or maintain any building, structure, improvement, or other facility, whether temporary or permanent, on City park property without written authorization from the Director.

(b) It shall be unlawful to run, string, install, or connect any public utility into, upon, across, or through City park property without written authorization from the Director.

Sec. 20-60. Protection of park property.

(a) It shall be unlawful to vandalize, remove, damage, destroy, deface, alter, or otherwise impair any structure, facility, improvement, natural feature, or other property located within a City park.

(b) Prohibited conduct includes, but is not limited to, damaging or removing:

(1) Trees, plants, shrubs, flowers, rocks, grass, mulch, sand, or soil;

(2) Fences and gates;

(3) Playgrounds and playground equipment;

(4) Buildings and shade structures;

(5) Utility cabinets and related infrastructure;

(6) Signs, monuments, and memorials;

(7) Grills, benches, tables, and other furnishings; and

(8) Paving materials, sidewalks, trails, and other improvements.

Sec. 20-61. Animals and pets.

(a) It shall be unlawful for a person owning or having custody or control of a pet to permit the pet to enter a portion of a City park that has been designated as a pet-prohibited area by posted notice.

(b) The City Manager or Director may designate portions of City parks, including City/school district park sites, as areas in which pets are prohibited by posting signs at or near the boundaries of the designated area.

(c) Subsection (a) does not apply to:

(1) A police service animal under the supervision of a police officer acting in the performance of official duties; or

(2) A service animal performing duties for a person with a disability as authorized by applicable law.

Sec. 20-62. Weapons, fireworks, and dangerous devices.

Except as otherwise authorized by state law, this chapter, or a specific City authorization, it shall be unlawful to:

(1) Carry or discharge firearms, firecrackers, rockets, torpedoes, fireworks, air guns, BB guns, bows and arrows, or slingshots in a City park;

(2) Shoot into, out of, or within a City park;

(3) Hit golf balls except in an area designated for such activity;

(4) Operate a gas-powered or other motorized remote-controlled airplane, boat, car, or model device, including a radio-controlled device, unless authorized by the Director;

(5) Operate a drone, helicopter, parasail, hang glider, or hot-air balloon unless authorized by the Director;

(6) Hunt, molest, trap, or pursue game or wild animals within a City park; or

(7) Conduct a water-based activity, water slide, dunking booth, temporary pool, or temporary tank unless authorized by the Director.

Sec. 20-63. Fires.

(a) No person shall start or maintain an outdoor fire in a City park except a cooking fire maintained in a designated stove, firepit, barbecue pit, or portable camp stove and only in an area designated for such use.

(b) A person who starts or maintains a fire in a City park shall not leave the fire unattended.

(c) Before leaving the area, the person responsible for a fire shall completely extinguish the fire.

Sec. 20-64. Smoking and electronic smoking devices.

(a) A person shall not smoke, including through the use of an electronic cigarette, e-cigarette, or electronic smoking device, in or within fifty (50) feet of:

(1) The seating area of an outdoor arena, stadium, or amphitheater;

(2) Bleachers, grandstands, benches, or dugouts designated for spectators or participants at a sporting or other public event; or

(3) An outdoor playground while the playground is in use by children.

(b) Nothing in this section shall be construed to prohibit a greater restriction established by state law or other City ordinance.

Sec. 20-65. Litter and refuse.

(a) No person shall dump, deposit, leave, or otherwise dispose of litter in a City park except in a receptacle provided for that purpose.

(b) No person shall place, dump, deposit, leave, or otherwise dispose any litter in a lake, pond, fountain, stream, or other body of water located in or contiguous to a City park.

(c) When a suitable receptacle is not provided, the person responsible for the litter shall remove it from the park and properly dispose of it elsewhere.

Sec. 20-66 through 20-70 – Reserved.

ARTICLE IX. SOLICITATION, VENDING, AND ADVERTISING

Sec. 20-71. Solicitation and commercial activity.

(a) The solicitation, selling, peddling, or offering of food, merchandise, goods, or services within a City park is prohibited unless authorized by a soliciter's permit or agreement issued by the City.

(b) Any authorized commercial activity shall comply with all applicable municipal, state, and federal laws and regulations.

Sec. 20-72. Sales and displays.

Except as authorized by a City permit or agreement, no person in a City park shall:

(1) Expose or offer for sale or hire any article, thing, product, or service;

(2) Station or place any stand, cart, vehicle, or other structure for the transportation, sale, or display of any article, thing, product, or service;

(3) Announce, advertise, or otherwise call the public's attention to any article, thing, product, or service offered for sale or hire; or

(4) Conduct any other commercial activity prohibited by City ordinance or regulation.

Sec. 20-73. Signs and advertisements.

(a) No person shall paste, glue, tack, paint, attach, place, or otherwise affix any sign, placard, advertisement, inscription, or similar material to City park property without authorization.

(b) No person shall erect or cause to be erected any sign, placard, advertisement, or similar material on public lands, highways, roads, or other property adjacent to a City park without a required permit or authorization.

(c) Upon expiration of the authorized use period, any sign, advertisement, temporary facility, or other item authorized by the City shall be removed promptly, including all adhesive residues, nails, tacks, wires, ties, posts, or other installation method, and the City park property should be restored to the original condition.

ARTICLE X. PARK RESERVATIONS AND FEES

Sec. 20-74. User fees.

(a) Rental and user fees for group activities, pavilions, recreational facilities, athletic facilities, tournaments, fields, lighting, and other designated uses shall be established from time to time by the City Commission and included in the City's Master Fee Schedule, budget, or applicable City policy.

(b) A person shall not use a park or park facility for which a user fee is required unless the applicable fee has been paid or the use has otherwise been authorized by the City.

Sec. 20-75. Reservation of park facilities.

(a) A request to reserve or rent a City park or park facility shall be submitted to the department designated by the City.

(b) The department shall determine the appropriate procedure for reviewing and approving the request and entering of a facility use agreement.

(c) Special events at a City Park require a separate application pursuant to Chapter 10 of the Code of Ordinances.

(de) A person using City property pursuant to a rental, reservation, or agreement shall return the property to its original condition and shall be responsible for damage caused by the authorized use.

Sec. 20-76. Civic, religious, and charitable organizations.

(a) Local civic, religious, and charitable organizations may be exempt from applicable park rental fees when approved in accordance with City policy.

(b) An organization seeking an exemption shall submit an application identifying:

(1) The name of the organization;

(2) The organization's officers;

(3) The purpose for which the park is requested;

(4) The requested period of use; and

(5) A statement describing the intended use of revenue derived from the use of the park.

(c) The City Manager may require documentary evidence establishing that an organization qualifies as a local civic, religious, or charitable organization.

(d) The fee exemption does not apply to an organization that has entered into a revenue-sharing agreement with the City for a special event, extended league use, or tournament.

20Sec. 20-77. Interference with permitted use.

(a) It shall be unlawful for any person to interfere with the exclusive use of or access to a City park or park facility by a person or organization holding a valid facility use agreement granting exclusive use.

(b) The holder of a valid facility use agreement shall have the right to the exclusive use of the portion of the park or facility identified in the permit during the authorized period, subject to the terms and conditions of the agreement.

Sec. 20-78. Concessions.

(a) The City shall control concession rights in City parks and athletic facilities.

(b) No person, organization, or group shall sell concessions in a City park or athletic facility without prior written approval from the City.

(c) A City-approved contract with a youth sports association or other organization may assign concession rights to that organization for the duration and scope of the contract.

(d) Temporary vendors or concessionaires may be approved by the Director. Temporary vendors must comply with all applicable laws and regulations, health and safety requirements, sanitation standards, and City policies and will be subject to fees established by the City Commission and included in the City's Master Fee Schedule.

Sec. 20-79 through 20-83 – Reserved.

ARTICLE XI. ATHLETIC FACILITIES AND LEAGUE USE

Sec. 20-84. Requirements for organizations using athletic facilities.

An organization or group seeking to establish a league or use City recreational or athletic facilities for competitive or recreational league play shall:

(1) Operate exclusively for amateur sports competition;

(2) File an annual financial report with the City by January 31 when requested by the City, including a breakdown of income and expenses;

(3) Maintain a board of directors that includes a president or chair, vice-president or co-chair, secretary, and treasurer, or substantially equivalent officers;

(4) Maintain on file with the City a copy of its constitution and bylaws, which shall be consistent with applicable City policies;

(5) Maintain a certificate of liability insurance as required by the City;

(6) Maintain a current list of the organization's board members and designated points of contact;

(7) Maintain a policy permitting individuals to apply for exemption from registration fees;

(8) Maintain a nondiscrimination policy under which programs operated by the organization are open to eligible City residents without discrimination prohibited by applicable law; and

(9) Maintain policies supporting the safety of officials, referees, umpires, coaches, participants, and other persons involved in the organization's activities.

Sec. 20-85. Athletic user fees.

(a) The City Commission may establish user fees for the use of public parks and recreation facilities, including outdoor and indoor athletic facilities.

(b) Individuals and teams participating in adult or youth athletic activities shall pay applicable user fees established by the City Commission.

(c) User fees shall be deposited and accounted for in accordance with applicable City financial policies.

(d) The sponsoring organization shall:

(1) Collect applicable user fees;

(2) Submit collected fees and required documentation to the City before the beginning of each season; and

(3) Maintain rosters and make them available for inspection by the City upon request.

(e) If an organization fails to timely submit required fees and documentation, the City may issue a written delinquency notice establishing a deadline for compliance and prohibit the use of the facilities.

Sec. 20-86. Athletic facility reservation fees.

The City Commission may establish reservation fees for the use of athletic facilities on a per-game, per-practice, or other established basis when individual or team registration cannot be documented or verified.

Sec. 20-87. Casual scheduling.

(a) Casual scheduling means the use of an athletic facility by a resident, team, club, or group on an organized basis when the user is not participating in a locally sponsored league.

(b) A resident, team, club, or group may request use of an athletic facility when available.

(c) Requests shall be considered on a space-available basis.

(d) Casual use shall be recreational in nature and shall not be conducted for profit.

(e) Applicable lighting, reservation, administrative, or other fees shall be paid before use.

(f) Unscheduled casual use of athletic facilities or athletic turf areas by teams, clubs, or groups is prohibited.

Sec. 20-88. Administration and scheduling of athletic facilities.

(a) The Director is authorized to administer facility use agreements with organizations and associations for the use of fields, park property, and park facilities.

(b) The Director is authorized to coordinate schedules for the use of parks, fields, and facilities for:

(1) Exclusive competitive games;

(2) Practice activities; and

(3) Other authorized uses.

(c) Scheduling decisions shall be made in a manner that seeks to preserve the condition, aesthetics, utility, and availability of City facilities while promoting their reasonable use and enjoyment by City residents.

(d) A person or organization aggrieved by a scheduling determination of the Director may appeal the determination in writing to the City Manager.

(e) The City Manager shall respond to an appeal within seven (7) business days after receipt, when reasonably practicable.

Sec. 20-89. Athletic league violations.

(a) When an organization, group, or person violates a rule, regulation, permit condition, agreement, or other requirement applicable to athletic facility use, the City may provide written notice of the violation.

(b) The City may provide a reasonable opportunity to correct or resolve the violation.

(c) Following review of the violation, the City may refuse or suspend scheduled use of athletic facilities when reasonably necessary to enforce this chapter or protect City property and facilities.

(d) A person, firm, organization, or corporation that damages City property or an athletic facility shall reimburse the City for the cost of repairing or replacing the damaged property, in addition to any other penalty or remedy authorized by law.

Sec. 20-90 through 20-94 – Reserved.

ARTICLE XII. ENFORCEMENT AND EXPULSION

Sec. 20-95. Enforcement authority.

(a) The Director, the Director's designee, the Police Department, Code Enforcement Department, Fire Department, and other authorized City personnel shall be responsible for enforcing this chapter within the scope of their respective duties and authority.

(b) An authorized enforcement officer may direct a person who is violating this chapter or another applicable law or regulation to leave a park or park facility.

(c) An authorized enforcement officer may eject a person from a City park when the person is acting in violation of this chapter or another applicable ordinance, rule, regulation, or law.

Sec. 20-96. Expulsion following hearing.

(a) A person charged with violating this chapter, another City rule or regulation applicable to park use, or any other applicable law may be expelled from City parks following a hearing before the Director.

(b) The hearing shall provide the person charged with a reasonable opportunity to respond to the allegations.

(c) Upon a finding that grounds for expulsion exist, the Director may prohibit the person from entering City park property for a period established by the Director, not to exceed sixty (60) days unless otherwise approved as provided by this section.

(d) If the Director determines that an expulsion should exceed sixty (60), the City Commission shall approve the extended expulsion at its next regularly scheduled meeting.

Sec. 20-97. Appeal of expulsion.

(a) A person expelled under section 20-96 may appeal the Director's decision in writing to the City Commission.

(b) An appeal must be filed within ten (10) days after the date of the Director's decision.

(c) The City Commission shall hear the appeal at its next regularly scheduled meeting when reasonably practicable.

(d) The decision of the City Commission shall be final, subject to any rights of review provided by applicable law.

Sec. 20-98. Immediate expulsion.

(a) Notwithstanding sections 20-96 and 20-97, an authorized enforcement officer may immediately remove or expel a person from a City park when the person's conduct:

(1) Violates a City rule, regulation, ordinance, permit condition, or applicable law; and

(2) Constitutes an immediate threat to the health, safety, or welfare of another person or an immediate threat to the integrity of City park property.

(b) A person removed or expelled under this section shall not return to the affected park or park facility until the immediate threat has been eliminated, as reasonably determined by the authorized enforcement officer or other appropriate City official.

(c) Immediate expulsion under this section does not preclude the City from pursuing any other remedy authorized by law.

Sec. 20-99 through 20-103 – Reserved.

ARTICLE XIII. PENALTIES AND REMEDIES

Sec. 20-104. General penalty.

(a) Except where a different penalty is specifically provided by this chapter or applicable law, a person who violates any provision of this chapter commits a misdemeanor and, upon conviction, may be punished by a fine not exceeding five hundred dollars ($500.00) for each offense.

(b) Each day that a violation continues constitutes a separate offense.

(c) The penalties provided by this chapter are in addition to any other remedy available to the City under this chapter or applicable law.

Sec. 20-105. Injunctive and other remedies.

The remedies and penalties provided by this chapter are cumulative. The City may seek injunctive relief, restitution, recovery of damages, permit suspension or revocation, removal or expulsion from City property, or any other remedy available under municipal, state, or federal law.

Sec. 20-106. Conflicts with other law.

Nothing in this chapter shall be construed to authorize conduct prohibited by state or federal law. If a provision of this chapter conflicts with a mandatory provision of applicable state or federal law, the applicable state or federal law shall control to the extent of the conflict.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider an Ordinance amending Chapter 2, Article I, Section 2-1, “Municipal Fee and Use Schedule,” of the City of Ennis Code of Ordinances to establish annual permit, impoundment, and daily storage fees for unattended donation bins, and to establish fees for concessions and vendors in City parks and recreational facilities.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Health & Inspections
Staff Contact:	Kevin Howard, Health Director

BACKGROUND INFORMATION:

The proposed ordinance amends the City of Ennis Municipal Fee and Use Schedule to establish fees associated with the administration, permitting, enforcement, and compliance activities related to unattended donation bins. The fee amendment is intended to accompany the proposed unattended donation bin regulations adopted under Chapter 10 of the City Code and provide a mechanism to recover costs associated with permit administration and enforcement activities. Additionally, the ordinance establishes new fees for parks event vendors and concession stand usage and is intended to accompany the 2027 Youth Sports Contracts.

The ordinance adds three new fee categories under Section B, "Health," and three new fee categories under Section G, "Parks & Recreation," of the Municipal Fee and Use Schedule:

Annual Unattended Donation Bin Permit Fee: $200.00 per bin.
Unattended Donation Bin Impoundment Fee: $200.00 per bin.
Daily Impoundment Storage Fee: $20.00 per bin per day.
Percentage of Concession revenue of YSA, or YSA contracted vendors during YSA events: 0%.
Percentage of Concession revenue during tournaments or special events: 10% gross.
Percentage of revenue from permitted vendors at non-YSA events: 20% gross.

These fees are intended to support the City's review of permit applications, permit issuance and renewal activities, compliance monitoring, enforcement actions, and costs incurred when the City must remove, impound, and store unattended donation bins that are abandoned, unauthorized, or otherwise in violation of City regulations.

Furthermore, the Parks & Recreation fees establish revenue shares for concessions and vendors who are permitted to operate at tournaments and other parks and recreation special events.

The proposed amendment does not modify any existing fees within the City's Municipal Fee and Use Schedule other than the addition of these new unattended donation bin fee categories and

concessions and vendors categories. All other fees and provisions of the fee schedule will remain unchanged and in full force and effect.

FINANCIAL IMPACT:

The amendment establishes a new revenue source to offset administrative and enforcement costs associated with the City's unattended donation bin program, including permit processing, inspections, compliance monitoring, impoundment activities, and storage of removed bins. The fiscal impact will vary based on the number of permits issued and any enforcement actions required.

The amendment also establishes a new revenue source to offset utilities and maintenance costs associated with the concession facilities located in Bluebonnet Park and Veterans Park.

RECOMMENDATION:

Staff recommends approval of the ordinance amending the Municipal Fee and Use Schedule to establish unattended donation bin permit, impoundment, and storage fees necessary to administer and enforce the City's unattended donation bin regulations and to establish concessions and vendor fees for parks and recreation tournaments and special events.

ATTACHMENTS:

ORDINANCE NO.-Unattended Donation Bin _ Parks - Fee Schedule Amendment

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE I, "IN GENERAL," SECTION 2-1, "MUNICIPAL FEE AND USE SCHEDULE," OF THE CODE OF ORDINANCES BY ESTABLISHING ANNUAL PERMIT FEES, IMPOUNDMENT FEES, AND DAILY STORAGE FEES FOR UNATTENDED DONATION BINS, AND ESTABLISHING FEES FOR CONCESSIONS AND VENDORS IN PARKS AND RECREATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted on September 15, 2026, by Ordinance a Schedule of Fees; and

WHEREAS, the City Commission desires to establish fees associated with the permitting, administration, and enforcement of unattended donation bin regulations, including annual permit fees, impoundment fees, and daily storage fees; and

WHEREAS, the City Commission desires to establish fees associated with the permitting of vendors and concession usage in parks.

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

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

SECTION 2: Chapter 2, "Administration," Article I, "In General," Section 2-1, "Municipal Fee and Use Schedule," of the Code of Ordinances of the City of Ennis, Texas, is hereby amended by adding the unattended donation bin fees identified as Items B.12, B.13, and B.14 under Section B, "Health," and the concessions and vendors fees identified as Items G.13, G.14, and G.15, under section G, "Parks & Recreation," as set forth in Exhibit A, attached hereto and incorporated herein for all purposes. All other fees and provisions of the City's Municipal Fee and Use Schedule shall remain unchanged and in full force and effect.

SECTION 3: 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 4: That this ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

"EXHIBIT A"

City of Ennis, Texas - Master Fee Schedule			
Applicable Reference	**Description**	**Additional Details**	**Fee**
B. Health			
Unattended Donation Bin Fees			
B.12	Unattended Donation Bin – Annual Permit		$200.00 per bin
B.13	Unattended Donation Bin – Impoundment		$200.00 per bin
B.14	Unattended Donation Bin – Daily Impoundment Storage		$20.00 per bin per day
G. Parks & Recreation			
Concessions and Vendors			
G.13	Percentage of Concession revenue of YSA, or YSA contracted vendors during YSA events.		0%
G.14	Percentage of Concession revenue during tournaments or special events.		10% gross
G.15	Percentage of revenue from permitted vendors at non-YSA events.		20% gross

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, adopting a Facility Use Agreement with the Ennis Youth Baseball & Softball Association, and authorizing the City Manager or designee to execute all related contracts.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Parks
Staff Contact:	Paul Liska, Parks Director

BACKGROUND INFORMATION:

Partnerships between the City of Ennis and local youth sports associations provide meaningful community benefits by expanding recreational opportunities, promoting healthy lifestyles, and supporting positive youth development. These collaborations bring families together, strengthen community connections, and ensure City parks and athletic facilities are actively used in ways that enhance overall quality of life.

To ensure these partnerships operate effectively and responsibly, a formal agreement is necessary to clearly define roles and responsibilities. Such agreements establish expectations related to facility use, maintenance, scheduling, safety, and communication, helping to ensure accountability, reduce misunderstandings, and protect the interests of both the City and participating organizations.

The proposed contract between the City of Ennis and the Ennis Youth Baseball, "EXHIBIT B," was discussed, negotiated, and approved by the Parks Board and assigned committees and serves to establish clarity on roles and responsibilities.

This contract is for a 1 year term, beginning January 1, 2027 and expiring December 31, 2027. This agreement grants the ASSOCIATION a non-exclusive, revocable license to use fields and concessions at Bluebonnet Park for recreational league operations. User fees are defined by the City of Ennis Master Fee Ordinance and due before games are played each season.

FINANCIAL IMPACT:

Youth sports organizations are subject to the user fees defined in the approved City of Ennis fee schedule. The current rate is $5.00 per player per season.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

G.4.

RESOLUTION NO.-Youth Sports Agreement - Ennis Youth Baseball & Softball - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ADOPTING A FACILITY USE AGREEMENT WITH THE ENNIS YOUTH BASEBALL & SOFTBALL ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED CONTRACTS.

WHEREAS, the City Commission desires to provide recreational programming through partnerships with local nonprofit youth sports organizations; and

WHEREAS, the City owns and maintains a baseball and softball complex and associated facilities located a Bluebonnet Park, 201 South Highway 287, Ennis, Texas; and

WHEREAS, the Ennis Youth Baseball & Softball Association desires to utilize their respective sports complex for athletic activities, including games, practices, and tournaments, in accordance with the terms and conditions of their respective licensing agreements; and

WHEREAS, the City Commission finds that approving these licensing agreements will support recreational opportunities and youth athletic programming within the City.

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

SECTION 1: The Licensing Agreement between the City of Ennis and the Ennis Youth Baseball & Softball Association, attached hereto as Exhibit B, are hereby approved and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized to execute the licensing agreement on behalf of the City of Ennis.

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 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

CITY OF ENNIS, TEXAS

ATHLETIC FACILITY USE AND LICENSING AGREEMENT

This Athletic Facility Use and Licensing Agreement ("Agreement") is entered into by and between the City of Ennis, Texas ("CITY") and **Ennis Youth Baseball and Softball** ("ASSOCIATION"), a voluntary athletic organization.
The purpose of this Agreement is to establish the terms and conditions under which the ASSOCIATION may use CITY-owned and/or CITY-operated athletic facilities. The Agreement is intended to promote the safe, lawful, efficient, and equitable use of CITY facilities and to support organized athletic and recreational programs serving the Ennis community.
The CITY and ASSOCIATION agree as follows:

ARTICLE 1. PARTIES AND PURPOSE

This Agreement is between the CITY and ASSOCIATION identified above.
The ASSOCIATION represents that it is an organized athletic or recreational organization authorized to enter into this Agreement and operate the programs contemplated herein.
The ASSOCIATION shall use CITY facilities only for the purposes authorized under this Agreement, the applicable facility-use schedule, and any incorporated exhibits.
Use of CITY facilities shall remain subject to applicable federal, state, and local laws, CITY ordinances, policies, rules, regulations, fee schedules, and operational requirements, as amended from time to time.

ARTICLE II. TERM

The term of this Agreement ("Term") shall commence on _January 1, 2027_ ("Effective Date") and expire on _December 31, 2027_, unless earlier terminated in accordance with this Agreement.
The Term establishes the period during which the ASSOCIATION may request and be approved for use of the Facility. Specific dates, times, activities, fields, courts, buildings, or other facility areas authorized for use shall be established through the CITY's facility scheduling and approval process.
Execution of this Agreement does not guarantee any particular date, time, field, court, facility, or amount of facility use.
Requests for use outside the Term may be considered by the CITY on a case-by-case basis and shall require written approval.
This Agreement shall not automatically renew.
The ASSOCIATION may be provided a priority opportunity to negotiate a subsequent facility-use agreement, subject to CITY-established deadlines, facility availability, applicable policies and fees, and the CITY's determination regarding continued use.
The CITY may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the ASSOCIATION.
The CITY may immediately suspend or restrict facility use when necessary to address an emergency, public safety concern, violation of law or CITY policy, damage to CITY property, facility conditions, or other circumstances requiring immediate action.

ARTICLE III. FACILITY LICENSE AND ALLOCATION

Subject to the terms and conditions of this Agreement, the CITY grants the ASSOCIATION a non-exclusive, revocable license to use the following CITY-owned and/or CITY-operated facility:
Facility: _Bluebonnet Park_
Facility Address: _201 S. Highway 287, Ennis, TX 75119_
Facility Areas Authorized for Use: _Fields 1, 2, 3, 4, 5, 6, 7, 8, North and South Concession_
The specific fields, courts, buildings, structures, amenities, or other portions of the Facility authorized for use shall be identified in the applicable facility-use schedule or exhibit attached to and incorporated into this Agreement.
The license granted under this Agreement is non-exclusive and does not create a leasehold, tenancy, ownership interest, or exclusive right to use the Facility. The CITY retains ownership, control, and management authority over the Facility at all times.
Facility use shall be limited to the dates, times, activities, and areas approved by the CITY.
When two or more organizations request use of the same facility or facility area, the CITY may review and adjust schedules in accordance with applicable CITY policies and procedures to promote equitable and efficient use of available facilities.
The CITY may allow other organizations, entities, leagues, tournaments, or events to use the Facility during periods not reserved for the ASSOCIATION.
The ASSOCIATION shall not assign, transfer, sublicense, sublease, rent, or otherwise grant its rights under this Agreement to another person, organization, team, coach, or entity without prior written approval from the CITY.

ARTICLE IV. AUTHORIZED ACTIVITIES AND FACILITY USE

The ASSOCIATION may use the Facility only for activities approved by the CITY.
Authorized activities may include:

- **Practices**

  Dedicated field, court, or facility space allocated to teams or participants during approved time blocks.

- **Games**

Regularly scheduled league or association games conducted in accordance with an approved schedule.

- **Tournaments**

  Multi-team competitions or post-season events conducted pursuant to CITY approval and applicable tournament procedures and fees.

- **Camps and Clinics**

  Instructional, developmental, skills, or training programs. Fee-based camps and clinics shall be identified as such and shall be subject to applicable CITY fees or revenue-sharing requirements.

- **Special Events**

  Fundraising activities, special athletic events, demonstrations, or other activities approved by the CITY.

- **Other Activities**

  Any activity not specifically identified above shall require prior written CITY approval.
  Sport-specific requirements, season dates, practice allocations, tournament allowances, participant requirements, and other program-specific conditions shall be identified in the applicable facility-use schedule or exhibit.

ARTICLE V. SCHEDULING AND FACILITY ACCESS

The ASSOCIATION shall submit all required facility requests and schedules to the Parks & Recreation Department within the deadlines established by the CITY.
Unless otherwise specified in an applicable exhibit:

- Season schedules shall be submitted sufficiently in advance to allow CITY review and scheduling.
- Practice schedules shall be submitted prior to the beginning of the applicable season.
- Tournament requests shall be submitted in accordance with CITY tournament procedures.
- Make-up game requests shall be submitted in writing at least two (2) business days before the requested date, unless a different deadline is established by the CITY.
- Schedule changes require CITY approval.
- Only approved dates, times, facilities, and activities may be conducted.

The CITY may modify or deny a requested schedule because of City operations, maintenance, public events, emergencies, weather, facility conditions, other approved users, or other legitimate municipal needs.
"Priority use" means scheduling priority and does not constitute exclusive use or ownership of the Facility.
The CITY reserves the right to use the Facility during periods when the ASSOCIATION does not have approved activities scheduled.
The ASSOCIATION shall make reasonable efforts to maximize available facility space and avoid unnecessary field or facility preparation.
The ASSOCIATION shall comply with all established access hours and activity end times. Unless otherwise approved in writing:

- Games and practices shall conclude by _10:00 PM_.
- Facility lights shall be turned off by _10:30 PM_.

ARITCLE VI. FEES AND PAYMENTS

The ASSOCIATION shall pay all applicable fees established by the CITY, including, as applicable:

- Facility or license fees;
- Per-participant or registration-based fees;
- Tournament fees;
- Field preparation fees;
- Special event fees;
- Additional maintenance or service fees;
- Concession-related fees;
- Damage or repair charges; and
- Other applicable fees established by the CITY's adopted fee schedule.

License/Facility Fee: _Defined by Master Fee Schedule, per user. To be added to record as Exhibits._
Payment Due Date: _Before first games are played._
Tournament Fees: _Defined by Master Fee Schedule for Tournament Use._
Fees shall be paid in accordance with the applicable CITY fee schedule and payment requirements.
Unless otherwise approved in writing, fees paid to the CITY are non-refundable.
The CITY may require additional fees for expanded programming, additional tournaments, special events, unusual field preparation, special requests, or other services outside normal facility operations.

ARTICLE VII. ASSOCIATION RESPONSIBILITIES

The ASSOCIATION shall:

- Operate its programs in a safe, responsible, and lawful manner.
- Comply with all applicable CITY policies, ordinances, rules, regulations, and facility procedures.
- Provide the CITY with complete and accurate schedules, rosters, and other required information.
- Maintain current contact information for its officers and designated facility representative.
- Maintain required nonprofit status and provide documentation upon request.
- Maintain current organizational bylaws and governing documents with the CITY, when required.
- Maintain appropriate financial records and provide required financial documentation to the CITY.
- Conduct required background checks on board members, coaches, assistant coaches, volunteers, or other personnel as required by applicable law or CITY policy.
- Immediately notify the CITY of any failed or disqualifying background check when required.
- Supervise participants, coaches, volunteers, spectators, and other persons associated with ASSOCIATION activities.
- Maintain appropriate trash and cleanup procedures during and after ASSOCIATION activities.
- Report damage, unsafe conditions, or other facility concerns to the CITY PROMPTLY.
- Maintain any equipment, supplies, or property owned by the ASSOCIATION.
- Obtain all permits, licenses, certifications, inspections, and approvals required for its activities.
- Obtain CITY approval before making any alteration, improvement, installation, or modification to CITY property.
- Obtain CITY approval before storing ASSOCIATION property or equipment on CITY property.
- Comply with all vehicle, parking, access, and loading requirements established for the Facility.
- Maintain an appropriate communication structure with the CITY through its designated representative.
- Remove ASSOCIATION-owned property upon expiration or termination of the Agreement as required by the CITY.
- Perform all other responsibilities identified in the applicable facility-use schedule or exhibit.

The ASSOCIATION shall not engage in any activity that interferes with other lawful park users or CITY operations.

ARTICLE VIII. CITY RESPONSIBILITIES

Subject to the terms of this Agreement and applicable CITY resources and operating requirements, the CITY shall:

- Provide access to approved facilities during approved dates and times.
- Perform general facility maintenance as determined by the CITY.
- Maintain playing surfaces and other facility components consistent with CITY maintenance practices.
- Provide normal facility services identified in the applicable facility-use schedule.
- Provide trash receptacles where normally provided at the Facility.
- Maintain CITY-owned structures and systems as determined by the CITY.
- Maintain public restrooms in accordance with normal CITY maintenance practices.
- Communicate known closures, maintenance activities, or facility restrictions to the ASSOCIATION.
- Perform other responsibilities specifically identified in the applicable facility-use schedule or exhibit.

Execution of this Agreement does not obligate the CITY to make specific improvements, replacements, repairs, upgrades, or capital investments in the Facility.

ARTICLE IX. MAINTENANCE, CLEANUP, AND DAMAGE

The CITY shall be responsible for normal maintenance and reasonable wear and tear associated with ordinary facility use, except as otherwise provided in this Agreement.

The ASSOCIATION shall be responsible for damage resulting from negligence, misuse, abuse, or willful misconduct by the ASSOCIATION or its officers, employees, volunteers, coaches, players, participants, spectators, contractors, or other persons under its direction or control.

The ASSOCIATION shall notify the CITY of any known damage to CITY property as soon as reasonable practicable and, when required by the CITY, in writing within twenty-four (24) hours.

The ASSOCIATION shall maintain the Facility in a clean and orderly condition during its use and shall remove trash, debris, equipment, supplies, and other ASSOCIATION property as required.

The ASSOCIATION shall be responsible for any additional cleaning or repair costs resulting from its use of the Facility.

Upon expiration or termination of this Agreement, the ASSOCIATION shall remove its property and return the Facility to substantially the same condition in which it was provided, except for ordinary wear and tear or damage otherwise attributable to the CITY.

ARTICLE X. INSURANCE, IDEMNIFICATION, AND RISK

The ASSOCIATION shall maintain insurance throughout the Term as required by the CITY.

Unless otherwise specified by the CITY or applicable law, the ASSOCIATION shall maintain commercial general liability insurance with limits of not less than:

General Liability: $1,000,000 per occurrence
General Aggregate: $2,000,000
Products/Completed Operations Aggregate: $2,000,000
Personal and Advertising Injury: $1,000,000

Additional insurance requirements may be established based upon the nature of the Facility or activity.

The CITY shall be named as an additional insured where required.

The ASSOCIATION shall provide certificates of insurance and required endorsements before facility use begins and upon renewal or replacement of coverage.
Insurance requirements may include waiver of subrogation and advance notice of cancellation or material change as required by the CITY.
Failure to maintain required insurance may result in suspension or termination of this Agreement.
To the extent permitted by law, the ASSOCIATION shall indemnify and hold harmless the CITY, its officers, employees, agents, and representatives from claims, damages, losses, liabilities, costs, and expenses arising from the ASSOCIATION's negligent acts or omissions, or those of its officers, employees, volunteers, coaches, participants, contractors, or agents, in connection with activities conducted under this Agreement.
Nothing in this Agreement shall be construed to waive any immunity, defense, or limitation of liability available to the CITY under applicable law.

ARTICLE XI. COMPLIANCE WITH LAWS, RULES, AND CITY POLICIES

The ASSOCIATION shall comply with all applicable:

- Federal laws and regulations;
- State laws and regulations;
- Ellis County requirements;
- CITY ordinances;
- CITY policies and procedures;
- Parks & Recreation rules;
- Building, fire, health, and safety requirements;
- Facility-specific rules;
- Permit requirements; and
- Applicable governmental orders or directives.

The ASSOCIATION shall not use the Facility for any unlawful purpose.
Smoking and possession or use of prohibited substances shall comply with applicable CITY ordinances and state law.
The ASSOCIATION shall comply with applicable sign regulations and shall obtain required CITY approval before installing signs or advertising materials.

ARTICLE XII. PERSONNEL, VOLUNTEERS, AND BACKGROUND CHECKS

The ASSOCIATION shall maintain an appropriate organizational structure for administration and operation of its programs.
The ASSOCIATION shall provide the CITY with current information for its officers and designated facility representatives, including:

- Name;
- Position;
- Telephone number;
- Email address; and
- Other contact information requested by the CITY.

The ASSOCIATION shall conduct background checks for coaches, assistant coaches, board members, volunteers, and other individuals as required by applicable law, CITY policy, or the nature of the program.
The ASSOCIATION shall maintain documentation of required background checks and make such documentation available to the CITY upon request, subject to applicable privacy requirements.

ARTICLE XIII. EQUIPMENT, IMPROVEMENTS, STORAGE, AND CITY PROPERTY

The ASSOCIATION shall not make permanent or temporary improvements, alterations, installations, modifications, or additions to CITY property without prior written approval from the CITY.
Requests for improvements, structures, signs, equipment installations, or other modifications shall be submitted in advance in the form and timeframe established by the CITY.
The ASSOCIATION shall not store equipment or personal property on CITY property without prior written approval.
The CITY may designate the location, type, quantity, and duration of approved storage.
All ASSOCIATION shall remove all ASSOCIATION-owned property upon expiration or termination of this Agreement or upon written request from the CITY.
The ASSOCIATION shall not drive or park vehicles on walkways, athletic surfaces, or other restricted areas except as specifically authorized for loading, unloading, emergency access, or other approved purposes.

ARTICLE XIV. TOURNAMENTS, CAMPS, CLINICS, AND SPECIAL EVENTS

Tournaments, camps, clinics, special events, and other activities beyond regular league practices and games require CITY approval.
Tournament dates and facility allocations shall be processed through the CITY's established procedures.
Any free tournament allowance shall be identified in the applicable facility-use schedule or exhibit.
Additional tournaments shall be subject to applicable CITY fees and facility availability.
The CITY may permit outside organizations or entities to conduct tournaments or events at the Facility.
Outside organizations shall be subject to applicable CITY rental rates, permits, insurance requirements, and other facility requirements.

The ASSOCIATION may operate concessions during approved events when authorized by the CITY. The CITY will be entitled to a percentage of revenue generated from any events which are not related to ASSOCIATION operations and approved schedules. The percentage will be defined in the Master Schedule of Fees established by the City Commission.

Special events that are expected to create increased parking, traffic, security, facility, or operational demands may be subject to additional requirements or fees.

ARTICLE XV. CONCESSIONS, FUNDRAISING, AND SPONSORSHIP

If the Facility or concession operation is abandoned by the ASSOCIATION, the CITY may terminate the applicable concession authorization and require the ASSOCIATION to remove its property, surrender keys and access credentials, and restore the concession facility as required by this Agreement.

Failure to comply with the terms of this Article, the applicable concession exhibit, or other requirements governing concession operations may result in suspension or termination of concession privileges. The CITY reserves the right, where authorized, to issue a request for proposals or otherwise contract with another operator for concession services if the ASSOCIATION fails to meet applicable requirements.

The ASSOCIATION may conduct approved fundraising and sponsorship activities in accordance with CITY policies. Sponsor signs, banners, advertisements, or other promotional materials require prior CITY approval and shall comply with applicable ordinances and facility-specific requirements.

The CITY reserves the right to use the concession facility during periods outside the ASSOCIATION's approved concession-use schedule upon at least forty-eight (48) hours' notice, except when immediate access is necessary for an emergency, maintenance, inspection, or other legitimate municipal purpose.

Where the CITY is entitled to a percentage of concession revenue, the ASSOCIATION shall remit the required amount within the timeframe established by the CITY and shall maintain supporting records for inspection or audit by the CITY.

The ASSOCIATION shall provide the CITY with an annual financial report for normal concession operations and an event-specific financial report for each special event, tournament, or other event designated by the CITY. Reports shall be provided in the form and by the deadlines established by the CITY and shall include sufficient information to verify applicable CITY revenue-sharing obligations.

If concession operations generate revenue, the applicable facility-use schedule or concession exhibit shall identify whether the CITY is entitled to receive a percentage of gross or net concession revenue and the method and timing for payment.

The CITY reserves the right to inspect the concession facility and its operations during reasonable times to verify compliance with this Agreement, applicable laws and regulations, health and safety requirements, sanitation standards, financial reporting requirements, and CITY policies. The ASSOCIATION shall provide reasonable access for such inspections.

The CITY shall be responsible for underground utility lines and pipes leading to the concession facility, subject to applicable CITY maintenance practices.

The CITY shall be responsible for off-season winterization of plumbing fixtures and, where applicable, shutting off water and electricity to the concession facility following the season. The ASSOCIATION shall remove items from plumbing access areas as necessary to allow CITY access.

The CITY may provide keys, access cards, or access codes for the concession facility and related storage areas for the duration of the Agreement. The ASSOCIATION shall provide the CITY with the names of all individuals authorized to possess keys or access credentials and shall promptly report lost, stolen, or unreturned access devices.

The ASSOCIATION shall be responsible for unplugging all ice machines and disconnecting associated water lines during the off-season.

During periods when the concession facility is not in use, the ASSOCIATION shall limit energized equipment to essential appliances. Refrigerators, freezers, and ice makers may remain energized as authorized. HVAC systems shall be maintained at reasonable settings when the facility is not in use.

The ASSOCIATION shall dispose of concession-generated trash, boxes, cartons, containers, litter, and other waste in the designated waste facilities. Boxes shall be broken down before disposal.

The ASSOCIATION shall be responsible for the security of the concession facility and for all ASSOCIATION-owned contents, equipment, supplies, inventory, and other personal property located within the facility. Insurance covering ASSOCIATION-owned contents is the responsibility of the ASSOCIATION.

Within one (1) week after the conclusion of seasonal activities, the CITY and ASSOCIATION representatives shall conduct a closing inspection using a CITY-approved checklist. The CITY may require additional cleaning, and the ASSOCIATION shall be responsible for applicable cleaning or service charges.

The ASSOCIATION shall maintain sanitary conditions throughout the interior of the concession facility, including walls, ceilings, floors, cabinets, doors, fixtures, and equipment. The ASSOCIATION shall thoroughly clean and sanitize the concession facility at the conclusion of each season.

Where required by applicable fire code or the Fire Marshal, the ASSOCIATION shall install and maintain required ventilation, including a Type 1 hood for applicable commercial cooking appliances, at the ASSOCIATION's expense. Any applicable exception must be supported by documentation acceptable to the CITY.

The ASSOCIATION shall be responsible for all required seasonal or periodic health inspections and shall prominently display all certificates, permits, or approvals required by the applicable regulatory authority.

The CITY shall be responsible for the permanent physical structure and building systems identified by the CITY, including structural components, permanent electrical wiring, plumbing, and other permanent infrastructure, subject to normal CITY maintenance practices.

The ASSOCIATION shall maintain the interior of the concession facility and shall be responsible for all fixtures, appliances, equipment, food-service supplies, and other contents used in connection with concession operations. All such items shall be maintained in a clean, safe, and sanitary condition.
The ASSOCIATION shall be responsible for obtaining and maintaining all licenses, permits, certifications, training, inspections, and other approvals required for its concession operations.
The ASSOCIATION shall comply with all applicable federal, state, county, and CITY laws, ordinances, regulations, health requirements, fire codes, licensing requirements, permits, inspections, and operational standards applicable to concession operations.
Where specifically authorized by the CITY, the ASSOCIATION may operate a concession stand or other concession operation at the Facility during approved activities and events.

ARTICLE XVI. FACILITY CLOSURES, WEATHER, AND AMERGENCIES

The CITY may close, cancel, restrict, or prohibit use of all or any portion of the Facility when necessary or appropriate, including because of:

- Weather;
- Field or facility conditions;
- Public safety;
- Maintenance;
- Construction;
- Emergency conditions;
- City events;
- Unforeseen circumstances;
- Preservation of athletic surfaces or facilities; or
- Other legitimate municipal needs.

The CITY's determination regarding closure of a CITY facility shall control.
The ASSOCIATION shall notify its participants, coaches, volunteers, officials, and other affected persons of facility closures and schedule changes.
Facility-specific weather and field closure procedures may be established in an applicable exhibit.
Neither party shall be considered in default for failure to perform an obligation when performance is prevented by circumstances reasonably beyond that party's control, including natural disasters, serve weather, fire, flood, governmental action, labor disruption, or other force majeure events.

ARTICLE XVII. SUSPENSION, DEFAULT, AND TERMINATION

A violation of this Agreement, applicable CITY policy, or facility rules may constitute a default.
When appropriate, the CITY may provide written notice of the violation and an opportunity to cure the violation within a period established by the CITY.
The CITY may suspend facility access immediately when necessary to protect public safety, CITY property, participants, or the public.
The CITY may terminate this Agreement in accordance with Article II or for material breach, failure to maintain required insurance, unlawful activity, misuse of CITY property, abandonment of the Facility, or other circumstances authorized by this Agreement or applicable law.
Upon termination or expiration, the ASSOCIATION shall:

- Cease use of the Facility;
- Remove ASSOCIATION-owned property;
- Return CITY property, keys, access devices, or other CITY-issued materials;
- Pay all outstanding amounts owed to the CITY; and
- Restore the Facility as required under this Agreement.

Termination of this Agreement shall not relieve either party of obligations that by their nature survive termination.

ARTICLE XVIII. INDEPENDENT PARTIES

The ASSOCIATION is an independent organization and is not an employee, agent, partner, joint venturer, or representative of the CITY.
Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the parties.
The ASSOCIATION is solely responsible for its officers, employees, volunteers, coaches, participants, contractors, and agents.

ARTICLE XIX. MISCELLANEOUS

19.1 Assignment

The ASSOCIATION may not assign this Agreement, in while or in part, without prior written approval from the CITY.

19.2 Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

19.3 No Oral Modification

Oral representations or modifications shall have no effect unless incorporated into a written amendment executed by the parties.

19.4 Governing Law

This Agreement shall be governed by the laws of the State of Texas.

19.5 Venue
Venue for any action arising from this Agreement shall lie in the appropriate court in Ellis County, Texas, unless otherwise required by applicable law.

19.6 Severability
If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

19.7 Entire Agreement
This Agreement, together with all incorporated exhibits, schedules, and approved amendments, constitutes the entire agreement between the parties concerning the use of the Facility and supersedes prior agreements or understandings concerning the same subject matter.

19.8 Exhibits
All exhibits and facility-use schedules attached to this Agreement are incorporated into and made part of this Agreement.

19.9 Counterparts and Electronic Signatures
This Agreement may be executed in counterparts and by electronic signature, each of which shall be considered an original and all of which together constitute one instrument.

19.10 Authority to Execute
Each person signing this Agreement represents that they are authorized to execute the Agreement on behalf of the party they represent.

ARTICLE XX. NOTICES AND CITY/ASSOCIATION CONTACTS
All notices required under this Agreement shall be provided in writing to the designated representatives below or to such other address as either party may subsequently designate in writing.

CITY OF ENNIS
City of Ennis, Texas
Attn: _____
Address: P.O. Box 220 Ennis, Texas 75120

ASSOCIATION
Association: Ennis Youth Baseball and Softball
Attn: Ashley Carter
Address: 3647 FM 1181 Ennis, TX 75119
Telephone: 972-351-3245
Email: ashley@groupted.com
The ASSOCIATION shall promptly notify the CITY of any change in its designated representative or contact information.

EXECUTION PAGE

If intended for City:
City of Ennis, Texas
Attn: Director of Parks and Recreation
PO Box 220
Ennis, Texas 75120

If intended for :
Ennis Youth Baseball and Softball
Attn: President
3647 FM 1181 Ennis, TX 75119
Ennis, Texas 75120

EXECUTED this 4th day of November, 2026.

Ennis Youth Baseball and Softball

By: _____

Title: President

Name: Ashley Carter

EXECUTED this _____ day of _____, 2026.

City of Ennis, Texas

By: _____
Andrea Weckmueller-Behringer, City Manager

By: _____
Lynda Isbell, Mayor

Attest:

_____
Bethany Prewitt, City Secretary

YSA-26-4, Youth Sports Agreement Record

EXHIBIT "A"

SEASON 1
Organization: Ennis Youth Baseball and Softball
Purpose: Youth Baseball and Softball
Type: Spring
Site(s): Bluebonnet Park
Date start: February 1, 2027
Date end: June 19, 2027

Total number of registered players:
Total user fees owed for season:
Participation fee status: No invoice issued.
Status of all requirements: Not Complete

YSA-26-4, Youth Sports Agreement Record

EXHIBIT "B"

SEASON 2
Organization: Ennis Youth Baseball and Softball
Purpose: Youth Baseball and Softball
Type: Fall
Site(s): Bluebonnet Park
Date start: August 2, 2027
Date end: November 20, 2027

Total number of registered players:
Total user fees owed for season:
Participation fee status: No invoice issued.
Status of all requirements: Not Complete

YSA-26-4, Youth Sports Agreement Record

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, adopting a Facility Use Agreement with the Ennis Soccer Association, and authorizing the City Manager or designee to execute all related contracts.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Parks
Staff Contact:	Paul Liska, Parks Director

BACKGROUND INFORMATION:

Partnerships between the City of Ennis and local youth sports associations provide meaningful community benefits by expanding recreational opportunities, promoting healthy lifestyles, and supporting positive youth development. These collaborations bring families together, strengthen community connections, and ensure City parks and athletic facilities are actively used in ways that enhance overall quality of life.

To ensure these partnerships operate effectively and responsibly, a formal agreement is necessary to clearly define roles and responsibilities. Such agreements establish expectations related to facility use, maintenance, scheduling, safety, and communication, helping to ensure accountability, reduce misunderstandings, and protect the interests of both the City and participating organizations.

The proposed contract between the City of Ennis and the Ennis Soccer Association, "EXHIBIT A," was discussed, negotiated, and approved by the Parks Board and assigned committees and serve to establish clarity on roles and responsibilities.

This contract is for a 1 year term, beginning January 1, 2027 and expiring December 31, 2027. This agreement grants the ASSOCIATION a non-exclusive, revocable license to use fields and concessions at Veterans Memorial Park for recreational league operations. User fees are defined by the City of Ennis Master Fee Ordinance and due before games are played each season.

FINANCIAL IMPACT:

Youth sports organizations are subject to the user fees defined in the approved City of Ennis fee schedule.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

RESOLUTION NO.-Youth Sports Agreement - Ennis Soccer Association - Pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, ADOPTING A FACILITY USE AGREEMENT WITH THE ENNIS SOCCER ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED CONTRACTS.

WHEREAS, the City Commission desires to provide recreational programming through partnerships with local nonprofit youth sports organizations; and

WHEREAS, the City owns and maintains a soccer complex and associated facilities located at Veterans Memorial Park, 2301 Ennis Parkway, Ennis, Texas; and

WHEREAS, the Ennis Soccer Association desires to utilize the respective sports complex for athletic activities, including games, practices, and tournaments, in accordance with the terms and conditions of the respective licensing agreement; and

WHEREAS, the City Commission finds that approving this licensing agreement will support recreational opportunities and youth athletic programming within the City.

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

SECTION 1: The Licensing Agreement between the City of Ennis and the Ennis Soccer Association, attached hereto as Exhibit A, is hereby approved and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized to execute the licensing agreement on behalf of the City of Ennis.

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 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

EXHIBIT A

CITY OF ENNIS, TEXAS

ATHLETIC FACILITY USE AND LICENSING AGREEMENT

This Athletic Facility Use and Licensing Agreement ("Agreement") is entered into by and between the City of Ennis, Texas ("CITY") and **Ennis Soccer Association** ("ASSOCIATION"), a voluntary athletic organization.
The purpose of this Agreement is to establish the terms and conditions under which the ASSOCIATION may use CITY-owned and/or CITY-operated athletic facilities. The Agreement is intended to promote the safe, lawful, efficient, and equitable use of CITY facilities and to support organized athletic and recreational programs serving the Ennis community.
The CITY and ASSOCIATION agree as follows:

ARTICLE 1. PARTIES AND PURPOSE

This Agreement is between the CITY and ASSOCIATION identified above.
The ASSOCIATION represents that it is an organized athletic or recreational organization authorized to enter into this Agreement and operate the programs contemplated herein.
The ASSOCIATION shall use CITY facilities only for the purposes authorized under this Agreement, the applicable facility-use schedule, and any incorporated exhibits.
Use of CITY facilities shall remain subject to applicable federal, state, and local laws, CITY ordinances, policies, rules, regulations, fee schedules, and operational requirements, as amended from time to time.

ARTICLE II. TERM

The term of this Agreement ("Term") shall commence on _January 1, 2027_ ("Effective Date") and expire on _December 31, 2027_, unless earlier terminated in accordance with this Agreement.
The Term establishes the period during which the ASSOCIATION may request and be approved for use of the Facility. Specific dates, times, activities, fields, courts, buildings, or other facility areas authorized for use shall be established through the CITY's facility scheduling and approval process.
Execution of this Agreement does not guarantee any particular date, time, field, court, facility, or amount of facility use.
Requests for use outside the Term may be considered by the CITY on a case-by-case basis and shall require written approval.
This Agreement shall not automatically renew.
The ASSOCIATION may be provided a priority opportunity to negotiate a subsequent facility-use agreement, subject to CITY-established deadlines, facility availability, applicable policies and fees, and the CITY's determination regarding continued use.
The CITY may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the ASSOCIATION.
The CITY may immediately suspend or restrict facility use when necessary to address an emergency, public safety concern, violation of law or CITY policy, damage to CITY property, facility conditions, or other circumstances requiring immediate action.

ARTICLE III. FACILITY LICENSE AND ALLOCATION

Subject to the terms and conditions of this Agreement, the CITY grants the ASSOCIATION a non-exclusive, revocable license to use the following CITY-owned and/or CITY-operated facility:
Facility: _Veterans Memorial Park_
Facility Address: _2301 Ennis Parkway, Ennis TX 75119_
Facility Areas Authorized for Use: _Field areas, 1,2,3,4 and Concessions_
The specific fields, courts, buildings, structures, amenities, or other portions of the Facility authorized for use shall be identified in the applicable facility-use schedule or exhibit attached to and incorporated into this Agreement.
The license granted under this Agreement is non-exclusive and does not create a leasehold, tenancy, ownership interest, or exclusive right to use the Facility. The CITY retains ownership, control, and management authority over the Facility at all times.
Facility use shall be limited to the dates, times, activities, and areas approved by the CITY.
When two or more organizations request use of the same facility or facility area, the CITY may review and adjust schedules in accordance with applicable CITY policies and procedures to promote equitable and efficient use of available facilities.
The CITY may allow other organizations, entities, leagues, tournaments, or events to use the Facility during periods not reserved for the ASSOCIATION.
The ASSOCIATION shall not assign, transfer, sublicense, sublease, rent, or otherwise grant its rights under this Agreement to another person, organization, team, coach, or entity without prior written approval from the CITY.

ARTICLE IV. AUTHORIZED ACTIVITIES AND FACILITY USE

The ASSOCIATION may use the Facility only for activities approved by the CITY.
Authorized activities may include:

- **Practices**

  Dedicated field, court, or facility space allocated to teams or participants during approved time blocks.

- **Games**

Regularly scheduled league or association games conducted in accordance with an approved schedule.

- **Tournaments**

  Multi-team competitions or post-season events conducted pursuant to CITY approval and applicable tournament procedures and fees.

- **Camps and Clinics**

  Instructional, developmental, skills, or training programs. Fee-based camps and clinics shall be identified as such and shall be subject to applicable CITY fees or revenue-sharing requirements.

- **Special Events**

  Fundraising activities, special athletic events, demonstrations, or other activities approved by the CITY.

- **Other Activities**

  Any activity not specifically identified above shall require prior written CITY approval.
  Sport-specific requirements, season dates, practice allocations, tournament allowances, participant requirements, and other program-specific conditions shall be identified in the applicable facility-use schedule or exhibit.

ARTICLE V. SCHEDULING AND FACILITY ACCESS

The ASSOCIATION shall submit all required facility requests and schedules to the Parks & Recreation Department within the deadlines established by the CITY.
Unless otherwise specified in an applicable exhibit:

- Season schedules shall be submitted sufficiently in advance to allow CITY review and scheduling.
- Practice schedules shall be submitted prior to the beginning of the applicable season.
- Tournament requests shall be submitted in accordance with CITY tournament procedures.
- Make-up game requests shall be submitted in writing at least two (2) business days before the requested date, unless a different deadline is established by the CITY.
- Schedule changes require CITY approval.
- Only approved dates, times, facilities, and activities may be conducted.

The CITY may modify or deny a requested schedule because of City operations, maintenance, public events, emergencies, weather, facility conditions, other approved users, or other legitimate municipal needs.
“Priority use” means scheduling priority and does not constitute exclusive use or ownership of the Facility.
The CITY reserves the right to use the Facility during periods when the ASSOCIATION does not have approved activities scheduled.
The ASSOCIATION shall make reasonable efforts to maximize available facility space and avoid unnecessary field or facility preparation.
The ASSOCIATION shall comply with all established access hours and activity end times. Unless otherwise approved in writing:

- Games and practices shall conclude by _10:00 pm_.
- Facility lights shall be turned off by _10:30 pm_.

ARITCLE VI. FEES AND PAYMENTS

The ASSOCIATION shall pay all applicable fees established by the CITY, including, as applicable:

- Facility or license fees;
- Per-participant or registration-based fees;
- Tournament fees;
- Field preparation fees;
- Special event fees;
- Additional maintenance or service fees;
- Concession-related fees;
- Damage or repair charges; and
- Other applicable fees established by the CITY’s adopted fee schedule.

License/Facility Fee: _Defined by Master Fee Schedule, per user. To be added to record as Exhibits._
Payment Due Date: _Before first games are played._
Tournament Fees: _Defined by Master Fee Schedule for Tournament Use._
Fees shall be paid in accordance with the applicable CITY fee schedule and payment requirements.
Unless otherwise approved in writing, fees paid to the CITY are non-refundable.
The CITY may require additional fees for expanded programming, additional tournaments, special events, unusual field preparation, special requests, or other services outside normal facility operations.

ARTICLE VII. ASSOCIATION RESPONSIBILITIES

The ASSOCIATION shall:

- Operate its programs in a safe, responsible, and lawful manner.
- Comply with all applicable CITY policies, ordinances, rules, regulations, and facility procedures.
- Provide the CITY with complete and accurate schedules, rosters, and other required information.
- Maintain current contact information for its officers and designated facility representative.
- Maintain required nonprofit status and provide documentation upon request.
- Maintain current organizational bylaws and governing documents with the CITY, when required.
- Maintain appropriate financial records and provide required financial documentation to the CITY.
- Conduct required background checks on board members, coaches, assistant coaches, volunteers, or other personnel as required by applicable law or CITY policy.
- Immediately notify the CITY of any failed or disqualifying background check when required.
- Supervise participants, coaches, volunteers, spectators, and other persons associated with ASSOCIATION activities.
- Maintain appropriate trash and cleanup procedures during and after ASSOCIATION activities.
- Report damage, unsafe conditions, or other facility concerns to the CITY PROMPTLY.
- Maintain any equipment, supplies, or property owned by the ASSOCIATION.
- Obtain all permits, licenses, certifications, inspections, and approvals required for its activities.
- Obtain CITY approval before making any alteration, improvement, installation, or modification to CITY property.
- Obtain CITY approval before storing ASSOCIATION property or equipment on CITY property.
- Comply with all vehicle, parking, access, and loading requirements established for the Facility.
- Maintain an appropriate communication structure with the CITY through its designated representative.
- Remove ASSOCIATION-owned property upon expiration or termination of the Agreement as required by the CITY.
- Perform all other responsibilities identified in the applicable facility-use schedule or exhibit.

The ASSOCIATION shall not engage in any activity that interferes with other lawful park users or CITY operations.

ARTICLE VIII. CITY RESPONSIBILITIES

Subject to the terms of this Agreement and applicable CITY resources and operating requirements, the CITY shall:

- Provide access to approved facilities during approved dates and times.
- Perform general facility maintenance as determined by the CITY.
- Maintain playing surfaces and other facility components consistent with CITY maintenance practices.
- Provide normal facility services identified in the applicable facility-use schedule.
- Provide trash receptacles where normally provided at the Facility.
- Maintain CITY-owned structures and systems as determined by the CITY.
- Maintain public restrooms in accordance with normal CITY maintenance practices.
- Communicate known closures, maintenance activities, or facility restrictions to the ASSOCIATION.
- Perform other responsibilities specifically identified in the applicable facility-use schedule or exhibit.

Execution of this Agreement does not obligate the CITY to make specific improvements, replacements, repairs, upgrades, or capital investments in the Facility.

ARTICLE IX. MAINTENANCE, CLEANUP, AND DAMAGE

The CITY shall be responsible for normal maintenance and reasonable wear and tear associated with ordinary facility use, except as otherwise provided in this Agreement.

The ASSOCIATION shall be responsible for damage resulting from negligence, misuse, abuse, or willful misconduct by the ASSOCIATION or its officers, employees, volunteers, coaches, players, participants, spectators, contractors, or other persons under its direction or control.

The ASSOCIATION shall notify the CITY of any known damage to CITY property as soon as reasonable practicable and, when required by the CITY, in writing within twenty-four (24) hours.

The ASSOCIATION shall maintain the Facility in a clean and orderly condition during its use and shall remove trash, debris, equipment, supplies, and other ASSOCIATION property as required.

The ASSOCIATION shall be responsible for any additional cleaning or repair costs resulting from its use of the Facility.

Upon expiration or termination of this Agreement, the ASSOCIATION shall remove its property and return the Facility to substantially the same condition in which it was provided, except for ordinary wear and tear or damage otherwise attributable to the CITY.

ARTICLE X. INSURANCE, IDEMNIFICATION, AND RISK

The ASSOCIATION shall maintain insurance throughout the Term as required by the CITY.

Unless otherwise specified by the CITY or applicable law, the ASSOCIATION shall maintain commercial general liability insurance with limits of not less than:

General Liability: $1,000,000 per occurrence

General Aggregate: $2,000,000

Products/Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Additional insurance requirements may be established based upon the nature of the Facility or activity.

The CITY shall be named as an additional insured where required.

The ASSOCIATION shall provide certificates of insurance and required endorsements before facility use begins and upon renewal or replacement of coverage.
Insurance requirements may include waiver of subrogation and advance notice of cancellation or material change as required by the CITY.
Failure to maintain required insurance may result in suspension or termination of this Agreement.
To the extent permitted by law, the ASSOCIATION shall indemnify and hold harmless the CITY, its officers, employees, agents, and representatives from claims, damages, losses, liabilities, costs, and expenses arising from the ASSOCIATION's negligent acts or omissions, or those of its officers, employees, volunteers, coaches, participants, contractors, or agents, in connection with activities conducted under this Agreement.
Nothing in this Agreement shall be construed to waive any immunity, defense, or limitation of liability available to the CITY under applicable law.

ARTICLE XI. COMPLIANCE WITH LAWS, RULES, AND CITY POLICIES

The ASSOCIATION shall comply with all applicable:

- Federal laws and regulations;
- State laws and regulations;
- Ellis County requirements;
- CITY ordinances;
- CITY policies and procedures;
- Parks & Recreation rules;
- Building, fire, health, and safety requirements;
- Facility-specific rules;
- Permit requirements; and
- Applicable governmental orders or directives.

The ASSOCIATION shall not use the Facility for any unlawful purpose.
Smoking and possession or use of prohibited substances shall comply with applicable CITY ordinances and state law.
The ASSOCIATION shall comply with applicable sign regulations and shall obtain required CITY approval before installing signs or advertising materials.

ARTICLE XII. PERSONNEL, VOLUNTEERS, AND BACKGROUND CHECKS

The ASSOCIATION shall maintain an appropriate organizational structure for administration and operation of its programs.
The ASSOCIATION shall provide the CITY with current information for its officers and designated facility representatives, including:

- Name;
- Position;
- Telephone number;
- Email address; and
- Other contact information requested by the CITY.

The ASSOCIATION shall conduct background checks for coaches, assistant coaches, board members, volunteers, and other individuals as required by applicable law, CITY policy, or the nature of the program.
The ASSOCIATION shall maintain documentation of required background checks and make such documentation available to the CITY upon request, subject to applicable privacy requirements.

ARTICLE XIII. EQUIPMENT, IMPROVEMENTS, STORAGE, AND CITY PROPERTY

The ASSOCIATION shall not make permanent or temporary improvements, alterations, installations, modifications, or additions to CITY property without prior written approval from the CITY.
Requests for improvements, structures, signs, equipment installations, or other modifications shall be submitted in advance in the form and timeframe established by the CITY.
The ASSOCIATION shall not store equipment or personal property on CITY property without prior written approval.
The CITY may designate the location, type, quantity, and duration of approved storage.
All ASSOCIATION shall remove all ASSOCIATION-owned property upon expiration or termination of this Agreement or upon written request from the CITY.
The ASSOCIATION shall not drive or park vehicles on walkways, athletic surfaces, or other restricted areas except as specifically authorized for loading, unloading, emergency access, or other approved purposes.

ARTICLE XIV. TOURNAMENTS, CAMPS, CLINICS, AND SPECIAL EVENTS

Tournaments, camps, clinics, special events, and other activities beyond regular league practices and games require CITY approval.
Tournament dates and facility allocations shall be processed through the CITY's established procedures.
Any free tournament allowance shall be identified in the applicable facility-use schedule or exhibit.
Additional tournaments shall be subject to applicable CITY fees and facility availability.
The CITY may permit outside organizations or entities to conduct tournaments or events at the Facility.
Outside organizations shall be subject to applicable CITY rental rates, permits, insurance requirements, and other facility requirements.

The ASSOCIATION may operate concessions during approved events when authorized by the CITY. The CITY will be entitled to a percentage of revenue generated from any events which are not related to ASSOCIATION operations and approved schedules. The percentage will be defined in the Master Schedule of Fees established by the City Commission.

Special events that are expected to create increased parking, traffic, security, facility, or operational demands may be subject to additional requirements or fees.

ARTICLE XV. CONCESSIONS, FUNDRAISING, AND SPONSORSHIP

If the Facility or concession operation is abandoned by the ASSOCIATION, the CITY may terminate the applicable concession authorization and require the ASSOCIATION to remove its property, surrender keys and access credentials, and restore the concession facility as required by this Agreement.

Failure to comply with the terms of this Article, the applicable concession exhibit, or other requirements governing concession operations may result in suspension or termination of concession privileges. The CITY reserves the right, where authorized, to issue a request for proposals or otherwise contract with another operator for concession services if the ASSOCIATION fails to meet applicable requirements.

The ASSOCIATION may conduct approved fundraising and sponsorship activities in accordance with CITY policies. Sponsor signs, banners, advertisements, or other promotional materials require prior CITY approval and shall comply with applicable ordinances and facility-specific requirements.

The CITY reserves the right to use the concession facility during periods outside the ASSOCIATION's approved concession-use schedule upon at least forty-eight (48) hours' notice, except when immediate access is necessary for an emergency, maintenance, inspection, or other legitimate municipal purpose.

Where the CITY is entitled to a percentage of concession revenue, the ASSOCIATION shall remit the required amount within the timeframe established by the CITY and shall maintain supporting records for inspection or audit by the CITY.

The ASSOCIATION shall provide the CITY with an annual financial report for normal concession operations and an event-specific financial report for each special event, tournament, or other event designated by the CITY. Reports shall be provided in the form and by the deadlines established by the CITY and shall include sufficient information to verify applicable CITY revenue-sharing obligations.

If concession operations generate revenue, the applicable facility-use schedule or concession exhibit shall identify whether the CITY is entitled to receive a percentage of gross or net concession revenue and the method and timing for payment.

The CITY reserves the right to inspect the concession facility and its operations during reasonable times to verify compliance with this Agreement, applicable laws and regulations, health and safety requirements, sanitation standards, financial reporting requirements, and CITY policies. The ASSOCIATION shall provide reasonable access for such inspections.

The CITY shall be responsible for underground utility lines and pipes leading to the concession facility, subject to applicable CITY maintenance practices.

The CITY shall be responsible for off-season winterization of plumbing fixtures and, where applicable, shutting off water and electricity to the concession facility following the season. The ASSOCIATION shall remove items from plumbing access areas as necessary to allow CITY access.

The CITY may provide keys, access cards, or access codes for the concession facility and related storage areas for the duration of the Agreement. The ASSOCIATION shall provide the CITY with the names of all individuals authorized to possess keys or access credentials and shall promptly report lost, stolen, or unreturned access devices.

The ASSOCIATION shall be responsible for unplugging all ice machines and disconnecting associated water lines during the off-season.

During periods when the concession facility is not in use, the ASSOCIATION shall limit energized equipment to essential appliances. Refrigerators, freezers, and ice makers may remain energized as authorized. HVAC systems shall be maintained at reasonable settings when the facility is not in use.

The ASSOCIATION shall dispose of concession-generated trash, boxes, cartons, containers, litter, and other waste in the designated waste facilities. Boxes shall be broken down before disposal.

The ASSOCIATION shall be responsible for the security of the concession facility and for all ASSOCIATION-owned contents, equipment, supplies, inventory, and other personal property located within the facility. Insurance covering ASSOCIATION-owned contents is the responsibility of the ASSOCIATION.

Within one (1) week after the conclusion of seasonal activities, the CITY and ASSOCIATION representatives shall conduct a closing inspection using a CITY-approved checklist. The CITY may require additional cleaning, and the ASSOCIATION shall be responsible for applicable cleaning or service charges.

The ASSOCIATION shall maintain sanitary conditions throughout the interior of the concession facility, including walls, ceilings, floors, cabinets, doors, fixtures, and equipment. The ASSOCIATION shall thoroughly clean and sanitize the concession facility at the conclusion of each season.

Where required by applicable fire code or the Fire Marshal, the ASSOCIATION shall install and maintain required ventilation, including a Type 1 hood for applicable commercial cooking appliances, at the ASSOCIATION's expense. Any applicable exception must be supported by documentation acceptable to the CITY.

The ASSOCIATION shall be responsible for all required seasonal or periodic health inspections and shall prominently display all certificates, permits, or approvals required by the applicable regulatory authority.

The CITY shall be responsible for the permanent physical structure and building systems identified by the CITY, including structural components, permanent electrical wiring, plumbing, and other permanent infrastructure, subject to normal CITY maintenance practices.

The ASSOCIATION shall maintain the interior of the concession facility and shall be responsible for all fixtures, appliances, equipment, food-service supplies, and other contents used in connection with concession operations. All such items shall be maintained in a clean, safe, and sanitary condition.
The ASSOCIATION shall be responsible for obtaining and maintaining all licenses, permits, certifications, training, inspections, and other approvals required for its concession operations.
The ASSOCIATION shall comply with all applicable federal, state, county, and CITY laws, ordinances, regulations, health requirements, fire codes, licensing requirements, permits, inspections, and operational standards applicable to concession operations.
Where specifically authorized by the CITY, the ASSOCIATION may operate a concession stand or other concession operation at the Facility during approved activities and events.

ARTICLE XVI. FACILITY CLOSURES, WEATHER, AND AMERGENCIES

The CITY may close, cancel, restrict, or prohibit use of all or any portion of the Facility when necessary or appropriate, including because of:

- Weather;
- Field or facility conditions;
- Public safety;
- Maintenance;
- Construction;
- Emergency conditions;
- City events;
- Unforeseen circumstances;
- Preservation of athletic surfaces or facilities; or
- Other legitimate municipal needs.

The CITY's determination regarding closure of a CITY facility shall control.
The ASSOCIATION shall notify its participants, coaches, volunteers, officials, and other affected persons of facility closures and schedule changes.
Facility-specific weather and field closure procedures may be established in an applicable exhibit.
Neither party shall be considered in default for failure to perform an obligation when performance is prevented by circumstances reasonably beyond that party's control, including natural disasters, serve weather, fire, flood, governmental action, labor disruption, or other force majeure events.

ARTICLE XVII. SUSPENSION, DEFAULT, AND TERMINATION

A violation of this Agreement, applicable CITY policy, or facility rules may constitute a default.
When appropriate, the CITY may provide written notice of the violation and an opportunity to cure the violation within a period established by the CITY.
The CITY may suspend facility access immediately when necessary to protect public safety, CITY property, participants, or the public.
The CITY may terminate this Agreement in accordance with Article II or for material breach, failure to maintain required insurance, unlawful activity, misuse of CITY property, abandonment of the Facility, or other circumstances authorized by this Agreement or applicable law.
Upon termination or expiration, the ASSOCIATION shall:

- Cease use of the Facility;
- Remove ASSOCIATION-owned property;
- Return CITY property, keys, access devices, or other CITY-issued materials;
- Pay all outstanding amounts owed to the CITY; and
- Restore the Facility as required under this Agreement.

Termination of this Agreement shall not relieve either party of obligations that by their nature survive termination.

ARTICLE XVIII. INDEPENDENT PARTIES

The ASSOCIATION is an independent organization and is not an employee, agent, partner, joint venturer, or representative of the CITY.
Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the parties.
The ASSOCIATION is solely responsible for its officers, employees, volunteers, coaches, participants, contractors, and agents.

ARTICLE XIX. MISCELLANEOUS

19.1 Assignment

The ASSOCIATION may not assign this Agreement, in while or in part, without prior written approval from the CITY.

19.2 Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

19.3 No Oral Modification

Oral representations or modifications shall have no effect unless incorporated into a written amendment executed by the parties.

19.4 Governing Law

This Agreement shall be governed by the laws of the State of Texas.

19.5 Venue
Venue for any action arising from this Agreement shall lie in the appropriate court in Ellis County, Texas, unless otherwise required by applicable law.

19.6 Severability
If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

19.7 Entire Agreement
This Agreement, together with all incorporated exhibits, schedules, and approved amendments, constitutes the entire agreement between the parties concerning the use of the Facility and supersedes prior agreements or understandings concerning the same subject matter.

19.8 Exhibits
All exhibits and facility-use schedules attached to this Agreement are incorporated into and made part of this Agreement.

19.9 Counterparts and Electronic Signatures
This Agreement may be executed in counterparts and by electronic signature, each of which shall be considered an original and all of which together constitute one instrument.

19.10 Authority to Execute
Each person signing this Agreement represents that they are authorized to execute the Agreement on behalf of the party they represent.

ARTICLE XX. NOTICES AND CITY/ASSOCIATION CONTACTS
All notices required under this Agreement shall be provided in writing to the designated representatives below or to such other address as either party may subsequently designate in writing.

CITY OF ENNIS
City of Ennis, Texas
Attn: _____
Address: P.O. Box 220 Ennis, Texas 75120

ASSOCIATION
Association: Ennis Soccer Association
Attn: Ariana Campos
Address: PO Box 185 Ennis, TX 75120
Telephone: 2149493494
Email: president@ennissoccerassociation.com
The ASSOCIATION shall promptly notify the CITY of any change in its designated representative or contact information.

G.5.

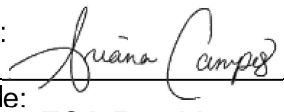
EXECUTION PAGE

If intended for City:
City of Ennis, Texas
Attn: Director of Parks and Recreation
PO Box 220
Ennis, Texas 75120

If intended for :
Ennis Soccer Association
Attn: President
PO Box 185 Ennis, TX 75120
Ennis, Texas 75120

EXECUTED this 5th day of November, 2026.

Ennis Soccer Association

By: 

Title: ESA President

Name: Ariana Campos

EXECUTED this _____ day of _____, 2026.

City of Ennis, Texas

By: _____
Andrea Weckmueller-Behringer, City Manager

By: _____
Lynda Isbell, Mayor

Attest:

_____
Bethany Prewitt, City Secretary

YSA-26-3, Youth Sports Agreement Record

EXHIBIT "A"

SEASON 1
Organization: Ennis Soccer Association
Purpose: Recreation
Type: Spring
Site(s): Veterans Memorial Park
Date start: February 1, 2027
Date end: June 30, 2027

Total number of registered players:
Total user fees owed for season:
Participation fee status: No invoice issued.
Status of all requirements: Not Complete

YSA-26-3, Youth Sports Agreement Record

EXHIBIT "B"

SEASON 2
Organization: Ennis Soccer Association
Purpose: Recreation
Type: Fall
Site(s): Veterans Memorial Park
Date start: August 1, 2027
Date end: December 12, 2027

Total number of registered players:
Total user fees owed for season:
Participation fee status: No invoice issued.
Status of all requirements: Not Complete

YSA-26-3, Youth Sports Agreement Record

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider a Resolution awarding a service contract to HUB International to provide employee benefits brokerage and consulting services to the City of Ennis, including benefits plan procurement, administration, cost-containment strategies, employee education, enrollment support, vendor negotiations, compliance guidance, and ongoing consultation to support the City's employee benefits programs and ensure fiscal responsibility, for an initial three-year term at an annual fee of $44,400, for a total contract amount of $133,200.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	Human Resources
Staff Contact:	Irene Kasujja, Human Resources Director

BACKGROUND INFORMATION:

The purpose of this item is to award a contract for employee benefits brokerage and consulting services to support the City's employee and retiree benefits programs. These services include benefits strategy, procurement, administration support, compliance guidance, employee education, vendor negotiations, cost containment initiatives, and ongoing consulting to ensure the City maintains competitive and fiscally responsible benefit offerings.

The City recently conducted a competitive Request for Qualifications (RFQ #26-115-10) for employee benefits brokerage and consulting services. Eight qualified firms submitted proposals, including Daybright Financial, Frost Insurance, Gallagher Benefits Services Inc., Holmes Murphy, Lockton Companies, Marsh McLennan Agency, USI Insurance Services, and HUB International.

A six-member City evaluation committee reviewed and scored all submissions based on firm qualifications and public-sector experience, key personnel, benefits strategy and cost containment approach, references, service model, responsiveness, and regulatory compliance expertise. Following evaluation, HUB International received the highest overall score.

The City's current benefits broker, Frost Insurance Inc., has served in this role since 2017. Consistent with best procurement practices, staff sought proposals to evaluate available resources, industry expertise, and innovative strategies to manage rising healthcare and employee benefit costs while maintaining quality employee benefits programs.

Under the proposed agreement, HUB International will serve as the City's broker of record and strategic benefits consultant for programs including medical, prescription drug, dental, vision, life insurance, disability insurance, supplemental benefits, Employee Assistance Program (EAP), and HSA/FSA administration.

Services will include:

- Annual benefits strategy development and long-range planning.
- Claims and utilization analysis, budget forecasting, and identification of cost-containment opportunities.
- Competitive marketing of benefit plans and negotiation with insurance carriers and vendors.
- Compliance support related to ACA, HIPAA, reporting requirements, and audit preparation.
- Employee communication, enrollment support, and benefits education.
- Pharmacy benefits consulting and review of pharmacy cost management strategies.
- Ongoing vendor management, issue resolution, and performance monitoring.

In addition, HUB will provide benchmarking against comparable public-sector employers, executive-level reporting and analytics, and recommendations regarding plan design, funding strategies, and future benefit program improvements.

FINANCIAL IMPACT:

The proposed contract is structured as a fee-only arrangement with no commissions, overrides, or contingent compensation. The annual fee is $44,400, billed monthly at $3,700 per month. The initial contract term is three years for a total contract amount of $133,200. Pricing is fixed throughout the initial term. Optional renewal with mutual written agreement, is provided after the initial term, in year 4, capped at 5% increase over year 3, up to $46,620 and in year 5 capped at 5% increase over year 4, up to $48,951. If both renewal options are exercised, the total contract amount shall not exceed $228,771.

RECOMMENDATION:

Staff recommends approval and contract award to HUB International to provide employee benefits brokerage and consulting services to the City of Ennis.

ATTACHMENTS:

RESOLUTION NO.-Awarding Contract for SOC 26-115-10, Employee Benefits Brokerage and Consulting Services to HUB International. - Pdf
HUB Professional Services Contract Agreement - City of Ennis
Exhibit B. HUB International_Insurance Requirements
Exhibit C_HUB International_Pricing_Sheet
Exhibit C. HUB International_W-9
Exhibit C. HUB International_CIQ
Exhibit C. HUB International_Suspension and Debarment Certification
SOQ Vendor Response__Daybright Financial
SOQ Vendor Response__Frost Insurance
SOQ Vendor Response_Gallagher Benefit Services, Inc.
SOQ Vendor Response__Holmes Murphy
SOQ Vendor Response__HUB International
SOQ Vendor Response__Lockton Companies
SOQ Vendor Response_MarshMcLennan Agency
SOQ Vendor Response__USI Insurance Services LLC

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE AWARD AND EXECUTION OF A CONTRACT WITH HUB INTERNATIONAL TEXAS, FOR EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES, TO SERVE AS THE CITY'S EMPLOYEE BENEFITS BROKER OF RECORD AND STRATEGIC CONSULTANT, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 26-115-10; PROVIDING FOR AN INITIAL THREE-YEAR TERM COMMENCING DECEMBER 2026, AT A FIXED ANNUAL FEE OF $44,400, FOR A TOTAL INITIAL CONTRACT AMOUNT OF $133,200, WITH NO COMMISSIONS OR CONTINGENT COMPENSATION; PROVIDING FOR TWO OPTIONAL ONE-YEAR RENEWAL TERMS, SUBJECT TO MUTUAL WRITTEN AGREEMENT, WITH AN ANNUAL FEE INCREASE NOT TO EXCEED FIVE PERCENT (5%) PER RENEWAL YEAR, FOR MAXIMUM RENEWAL AMOUNTS OF $46,620 FOR THE FIRST YEAR AND $48,951 FOR THE SECOND YEAR; ESTABLISHING A MAXIMUM FIVE-YEAR CONTRACT AMOUNT NOT TO EXCEED $228,771, INCLUSIVE OF BOTH OPTIONAL RENEWALS; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL ANCILLARY DOCUMENTS NECESSARY TO IMPLEMENT THE CONTRACT.

WHEREAS, the City of Ennis seeks to replace the current broker, Frost Insurance who has worked with the City since 2017 with their contract set to terminate on September 30, 2027; and

WHEREAS, the City advertised and received statements of qualifications from eight brokers, with HUB International scoring highest in the bid; and

WHEREAS, the City of Ennis seeks a broker to evaluate the employee health and welfare benefits; and

WHEREAS, HUB International has the unique expertise and experience necessary to provide the services; and

WHEREAS, the City desires to contract with HUB International to provide actuarial, health and welfare consulting services for the Employee Benefits program.

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

SECTION 1: INDEPENDENT CONTRACTOR RELATIONSHIP - HUB International is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. HUB International shall at all times remain an independent contractor with respect to the service to be performed under this Agreement. The City shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as HUB International is an independent contractor.

SECTION 2: SCOPE OF SERVICES - HUB International shall provide professional services, in compliance with all applicable federal, state and local laws and regulations relating to the services outlined under "Exhibit A".

SECTION 3: COMPENSATION - HUB International shall be compensated a flat consulting fee of $3,700 per month ($44,400 annually). HUB International agrees to provide all services required under this Contract for said sum.

SECTION 4: TIME OF PERFORMANCE - The first term of this Agreement is from December 1, 2026, through December 31, 2029, with two renewal option periods. There is no increase to fees in years two and three. The option period shall go into effect only upon the prior written agreement of both parties. The City may terminate the contract with sixty (60) days written notice. HUB International may likewise terminate this Agreement with sixty (60) days' prior written notice to the City.

SECTION 5: EMPLOYEES - HUB International employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

‘EXHIBIT A’

EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
STATEMENT OF QUALIFICATIONS – PROJECT ID: 26-115-10

Project Scope of Work
The City of Ennis is seeking proposals from qualified, licensed firms to provide employee benefits brokerage and consulting services. The selected firm will act as the City’s benefits consultant and broker of record, providing strategic advisory, market access, compliance support, and ongoing plan management services to support the City’s employee and retiree benefits programs listed:
• Medical
• Prescription Drug Coverage
• Dental
• Vision
• Basic and Voluntary Life Insurance & Accidental Death & Dismemberment (AD&D)
• Short-Term and Long-Term Disability
• Supplemental/Voluntary Benefits
• Employee Assistance Program (EAP)
• HSA, HRA, and FSA Administration

Services shall be provided in a manner that promotes fiscal responsibility, regulatory compliance, transparency, and alignment with the City’s workforce needs.

Objectives
The objectives of this engagement include:
• Controlling and forecasting benefit costs
• Ensuring compliance with applicable federal and state laws
• Supporting employee understanding and engagement with benefit programs
• Providing data-driven analysis to support decision-making
• Assisting the City in evaluating benefit plan design alternatives and vendors
• Providing responsive, professional ongoing service

Program Management and Strategic Planning
The selected firm shall:
• Collaborate with City staff to develop an annual service plan and timeline
• Assist in defining short-term and long-term benefits strategy and objectives
• Review prior year performance and identify improvement opportunities
• Benchmark benefit plans against comparable public-sector employers
• Provide recommendations related to plan design, funding approaches, and contribution strategies
• Support multi-year strategic planning and forecasting initiatives in line with the City Strategic plan

Plan Review, Analysis, and Financial Reporting
The selected firm shall provide analytical and reporting services, which may include:
• Periodic review of claims and utilization data
• Cost and trend analysis for medical, pharmacy, and ancillary benefits
• Renewal projections and budget forecasting
• Identification of cost drivers and potential mitigation strategies
• Assistance with stop-loss analysis, evaluate stop-loss coverage levels and attachment points
• Provide recommendations regarding self-funded versus fully insured structures
• Development of financial summaries and executive-level reporting dashboards
• May present recommendations to City management and/or City Commission in person as requested.

Marketing, Carrier Negotiations, and Renewals
The selected firm shall:
• Develop and manage the annual benefits renewal strategy and timeline
• Conduct competitive marketing of benefit programs
• Develop detailed RFP specifications and evaluation criteria
• Prepare and distribute requests for proposal or quotation to carriers and vendors
• Coordinate all carrier and vendor communications, including clarification of questions
• Analyze carrier and vendor proposals and provide comprehensive comparative evaluations
• Prepare written recommendations based on cost, plan design, administrative capabilities, and service performance
• Support the City throughout the vendor selection process
• Negotiate pricing, plan terms, administrative provisions, and service agreements
• Assist with vendor contract negotiations and renewals
• Provide oversight and coordination during the implementation of new carriers or benefit programs
• Ensure smooth transition of administrative processes, member enrollment, and vendor integration

Compliance and Regulatory Support
The selected firm shall provide guidance and assistance related to benefits compliance, including:
• Monitoring federal and state legislative and regulatory changes affecting employee benefits
• Advising the City on compliance obligations related to health and welfare plans
• Assisting with review of plan documents, summaries, and disclosures
• Providing guidance related to reporting requirements
• Offering educational updates and training for City staff as needed including:
• ACA reporting support - Forms 1095C
• Audit preparation assistance

The firm shall not provide legal advice but may provide general compliance guidance and coordination with legal counsel as requested.

Employee Communication and Education
The selected firm shall support employee communication efforts by:
• Developing enrollment communication materials
• Supporting employee meetings, orientations, in-person or virtual education sessions
• Providing educational tools to assist employees in understanding benefit options
• Coordinating enrollment support during annual and special enrollment periods
• Supporting ongoing employee inquiries through designated service channels
• Assist with billing reconciliation and eligibility audits
• Provide ongoing administrative support to Human Resources staff

Pharmacy Benefit Consulting
The selected firm shall, when requested:
• Assist with review and evaluation of pharmacy benefit management arrangements
• Analyze pharmacy utilization and cost trends
• Manage GLP-1 usage and counter misuse
• Support pharmacy vendor market reviews and negotiations
• Provide recommendations to improve transparency and manage pharmacy costs

Vendor Management and Ongoing Service
The selected firm shall:
• Serve as a liaison between the City and benefit vendors
• Assist in resolving claims, billing, eligibility, and service issues
• Monitor vendor performance and municipal service standards
• Participate in periodic service review meetings
• Provide responsive customer service to Human Resources staff and City Administration within defined response times

Service Team and Account Management
Proposers shall identify:
• A dedicated account team and primary point of contact
• Relevant qualifications and experience of assigned staff
• Availability of subject-matter expertise to support the scope of services

Compensation and Disclosure
Proposers shall fully disclose all forms of compensation associated with the services described in this solicitation. Transparency in compensation is a critical component of the City's evaluation and ongoing contract management.
At a minimum, proposers must clearly identify and describe the following:

1. Direct Compensation
• All fees proposed to be paid directly by the City, including:
• Flat annual fees
• Per-employee-per-month (PEPM) fees
• A detailed breakdown of what services are included in each fee

2. Indirect Compensation
• All commissions received from insurance carriers, including:
• Medical
• Pharmacy Benefit Managers (PBMs)
• Dental, vision, life, disability, and ancillary carriers
• The commission structure (percentage or flat amount)
• Identification of which lines of coverage include commissions

3. Contingent Compensation and Incentives
Proposers must disclose any additional compensation arrangements, including but not limited to:
• Volume-based incentives
• Profit-sharing arrangements
• Carrier bonuses
• Override agreements
• Marketing allowances or administrative fees

4. Pharmacy Benefit Compensation Transparency

Given the complexity of pharmacy benefit arrangements, proposers must disclose:
• Any compensation received from PBMs on behalf of the City
• Any share of rebates, discounts, or spread pricing
• Whether rebates are passed through to the City in full or in part

5. **Third-Party Relationships**
Disclosure of any ownership interest, partnership, or financial relationship with:
• Insurance carriers
• PBMs
• Third-party administrators (TPAs)
• Wellness vendors or other service providers

Compensation Structure Requirements
• The City reserves the right to require a **fee-based compensation model in lieu of commissions**.
• The City may require that **all commissions be fully disclosed and credited back to the City**.
• Proposers must clearly state whether they are willing to operate under:
• Fee-only model
• Commission-based model
• Hybrid model

Audit and Verification Rights
The selected firm shall agree that:
• The City has the right to audit all compensation received related to this contract.
• The firm shall provide documentation upon request verifying all compensation sources.
• Failure to fully disclose compensation may result in:
• Disqualification
• Termination of contract

Deliverables
Deliverables may include, but are not limited to:
• Annual service plan and timeline for renewal
• Renewal and marketing reports
• Benchmarking and financial analyses
• Compliance updates and summaries
• Executive-level reporting materials
• Stewardship and regular performance review reports
• Annual open enrollment process planning.

Wellness and Population Health Support
The selected firm will:
• Assist in evaluating wellness and population health initiatives
• Provide data-informed recommendations to improve employee health outcomes
• Support evaluation and selection of wellness vendors
• Assist with program design, metrics, and evaluation
• Align wellness initiatives with claims data and utilization trends
• Coordinate with medical carriers and wellness vendors
• Provide educational seminars and workshops
• Provide bilingual materials, if requested
• Measure participation and engagement rates
• Provide recommendations for program improvements
• Comply with HIPAA privacy and security requirements

Performance Standards and Service Expectations
The selected firm shall meet or exceed the following performance expectations:
• Responsiveness
• Respond to City inquiries within one (1) business day
•Provide resolution to issues within a mutually agreed-upon timeframe
• Provide renewal analysis and recommendations no less than 90–120 days prior to plan year
• Deliver a comprehensive annual service plan
• Provide regular reporting, including:
• Claims and utilization analysis
• Financial and trend reports
• Benchmarking data
• Attend scheduled service meetings (quarterly at minimum)
• Be available for additional meetings as needed, including City Commission presentations
• Provide full support for open enrollment, including employee education and communication materials
• Act as liaison with carriers and vendors to resolve claims, billing, and eligibility issues in a timely manner
• Renewal and Planning
• Reporting
• Meetings
• Implementation and Enrollment
• Issue Resolution

Data Ownership and Access
All data generated, collected, or maintained in connection with the services provided under this contract shall remain the property of the City.
The selected firm shall:
• Provide the City with full access to all data, including:
• Claims data
• Utilization reports
• Financial and actuarial analyses
• Ensure data is provided in a usable electronic format upon request
• Cooperate with the City and any third-party consultants engaged by the City for data analysis or review

The selected firm shall ensure that all data, including claims data, is accessible to the City without restriction and shall not be held within proprietary systems that limit transferability.

Audit Rights
The City reserves the right to audit the performance of the selected firm, including:
• Verification of services performed
• Review of reporting accuracy
• Review of compensation and financial arrangements related to the contract

The selected firm shall provide all requested documentation necessary to support such audits.
The selected firm shall not restrict access to or ownership of claims data through proprietary systems.

City Rights
The City reserves the right to:
• Modify the scope of services In the event THE CITY modifies the scope of services in a manner that materially increases CONSULTANT's workload or cost of performance, the parties shall negotiate in good faith an appropriate adjustment to compensation prior to implementation of such change.

STATE OF TEXAS	§	**AGREEMENT FOR**
	§	**BENEFITS CONSULTING SERVICES –**
COUNTY OF ELLIS	§	**HUB INTERNATIONAL TEXAS, INC.**
	§	
	§	

THIS AGREEMENT (“Agreement”) is made by and between the **City of Ennis, Texas** ("City") a municipal home rule corporation, operating pursuant to Chapter 9, Texas Local Government Code, its municipal Charter and Texas state law and **HUB International Texas, Inc.** ("Contractor"), a Corporation, each a Party and collectively referred to as "the Parties," effective on November 20, 2026 (“Effective Date”).

WHEREAS, HUB International Texas, Inc., has background, experience, and expertise in providing benefits consulting, including the evaluation of the employee health and welfare benefits and providing actuarial, health and welfare consulting services for a city’s Employee Benefits program (“Project”); and

WHEREAS, the City desires to have said services provided by Contractor; and

WHEREAS, Contractor shall serve as Contractor to City for the purpose of performing the services as set forth herein,

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

1. **RECITALS**. That all of the recitals and preamble hereinabove stated are found to be true and correct and are incorporated herein and made a part of this Agreement.

2. **DESCRIPTION OF SERVICES**. Beginning upon the signed execution of this Agreement by both parties, Contractor will provide the work and services ("Scope of Services") as set forth in Exhibit A, which is incorporated herein by reference.

3. **CHANGE IN SERVICES**. In the event the parties mutually agree to add additional services to be performed by Contractor or to otherwise expand or decrease the services ("changes to the Agreement"), such changes to this Agreement must be reduced to writing and approved in writing by the parties, with the city manager signing on behalf of City.

4. **TERM**. This Agreement shall be effective from December 1, 2026, through September 30, 2029, with two renewal option periods. There is no increase to fees in years 2 and 3. The option period shall go into effect only upon the prior written agreement of both parties. Either party may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days' written notice.

5. **USE OF SUBCONTRACTORS**. In the event Contractor uses subcontractors (either paid or unpaid) in the performance of the services, Contractor shall notify City, who shall

have the option of approving or disapproving such subcontractors. None of the services covered by this Agreement shall be subcontracted without the prior written consent (including consent delivered by e-mail) of City. "Subcontractors" shall include volunteers, Contractors, employees, or agents used by Contractor, if any. Contractor shall remain liable for obligations performed by subcontractors to the same extent as if an employee of Contractor had performed such obligations, and for purposes of this Agreement, such work or services shall be deemed work performed by Contractor. Contractor will provide copies of agreements with all subcontractors within ten (10) days of any request for said agreements by City.

6. PAYMENT.

a. City shall pay Contractor for the services and in the amount of $3,700.00 per month, but in a total amount for services provided under this Agreement not to exceed **$132,000.00,** which shall include all travel and expenses.

b. Contractor will submit invoice(s) for payment. Such invoice(s) shall be submitted as follows:

Mail to: City of Ennis
ATTN: City Manager
107 N. Sherman Street
Ennis, Texas 75119; or

E-Mail: andrea.wb@ennistx.gov

c. Such invoice(s) shall reflect itemized services rendered and performed in accordance with this Agreement.

d. Payments shall be payable by City within thirty (30) days of receipt of the itemized invoice(s).

7. INVOICE SUBMITTAL. Contractor shall present invoices in the following form and content:

a. each invoice shall be numbered and must reference the:
1. name and address of the Contractor;
2. name and address of receiving department and/or delivery location;
3. the City Purchase Order Number; and
4. descriptive information as to the services delivered.

b. only one agreement shall be billed on a particular invoice;

c. only one invoice per every thirty (30) days per agreement may be submitted;

d. each invoice must have a billing number which reflects in sequence the number of invoices that have been submitted on the agreement;

e. each invoice will show the following:
- **1.** "Total Agreement" amount;
- **2.** "Total of Services Completed to Date";
- **3.** "Total Fee Previously Billed" and,
- **4.** "Invoice Total," which is calculated by subtracting (3) from (2).

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

8. **RELATIONSHIP OF PARTIES**. It is understood and agreed by the parties that Contractor is an independent contractor with respect to City and not an employee of City. City will not provide fringe benefits, including health insurance benefits, paid vacation, worker's compensation insurance or benefits, or any other employee benefit, for the benefit of Contractor, and Contractor shall act solely as an independent contractor in performing the services referenced herein and shall have no right or authority to act for City and will not enter into any contract or other agreement, or incur any debt, liability or obligation of any nature in the name of, or on behalf of, City.

9. **INSURANCE AND INDEMNITY**

Contractor shall provide continuous enforcement of adequate insurance in accordance with Exhibit B to this Agreement which is attached hereto and incorporated herein by reference.

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

PERSON OVER WHICH THE CONTRACTOR EXERCISES CONTROL WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE CITY'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

CONTRACTOR SHALL PROMPTLY NOTIFY CITY OF THE DEFENSE COUNSEL RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY CITY OF ANY AND ALL LEGAL

ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

10. NOTICES.

a. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered after five (5) days from the date shown to be mailed. Notices may also be delivered via e-mail where authorized under this Agreement.

b. Notice to City shall be delivered to the City Manager at the address stated hereinabove.

c. Notice to Contractor shall be delivered to the following address:

HUB International Texas, Inc.
Brandon Wilson
Vice President, Employee Benefits
10000 N. Central Expressway, Suite 1200
Dallas, TX 75231
Brandon.wilson@hubinternational.com

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

11. INTEREST OF PARTIES.

a. No member of the governing body of City, and no other officer, employee, or agent of City shall have any personal interest, direct or indirect, in this Agreement.

b. No member of a governmental body, subdivision, or agency thereof, who exercises any functions, or responsibilities in the review or approval of the carrying out of the agreement, or goods or services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

c. No members of the U.S. Congress, the Texas Legislature, or county officials can have any personal interest in the Agreement.

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

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

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

15. **VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001.**

Contractor acknowledges that the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

16. **VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252.151**

Contractor acknowledges that the City is required to comply with Section 2252.151, Subchapter F of the Texas Government Code, enacted by Senate Bill 252 (85th Texas Legislature). The Code requires the Texas Comptroller to prepare and maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Further, the law prevents a governmental entity from entering into a contract with a company that is identified on the list prepared and maintained by the Texas Comptroller. By executing this Agreement, Contractor certifies that it is not a company identified on the Texas Comptroller's list as a company engaged in business with Iran, Sudan, or foreign terrorist organization, and notwithstanding anything contained herein, the representations and covenants contained in Texas Government Code Section 2252.152 shall survive termination of this agreement until the statute of limitations has run..

17. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002 and 2276.002

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of $100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does 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 the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this Agreement, Contractor verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

Chapter 2276 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of $100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this Agreement, Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

18. GOVERNMENTAL IMMUNITY.

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

B. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Contractor hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code,

as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code.

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

(a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
(b) the recovery of damages against City may not include consequential damages or exemplary damages;
(c) Contractor may not recover attorney's fees; and
(d) Contractor is not entitled to specific performance or injunctive relief against the City.

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

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

21. **DOCUMENTS PROPERTY OF THE CITY.** The Project is the property of the City, and Contractor may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 4 or Article 26, Contractor will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Contractor's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

22. **DOCUMENTS SUBJECT TO LAWS REGARDING PUBLIC DISCLOSURE**. Contractor acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Contractor (and Contractor's professional associates and/or Sub-Contractors) under this Agreement are instruments of service in respect of the Project and

property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

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

24. **PROHIBITED INTEREST / VENDOR DISCLOSURE.**

Contractor agrees that it is aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Contractor shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "C" and incorporated herein for all purposes.

If the Agreement is required to go to the City Commission for approval, then the Contractor shall execute and deliver to the City the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the City's execution of this Agreement.

25. **FORCE MAJEURE**.

a. In the event performance by either party of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a pandemic, fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, that party shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

b. Each party shall notify the other of any matter which interferes or threatens to interfere with the performance of any of its obligations under this Agreement. Upon such notice, the parties shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the agreement.

26. **TERMINATION OF AGREEMENT / REMEDIES.** City may, after giving the Contractor upon thirty (30) days written notice to Contractor, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Contractor and the expense of finishing the Project exceeds the Contractor's Fee at the time of termination, Contractor waives its right to any portion of Contractor's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default

and/or breach by Contractor, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Contractor's Fee. If City terminates this Agreement and Contractor is not in default of the Agreement, Contractor shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Contractor shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Contractor in connection with this Agreement prior to Contractor receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

27. ADDITIONAL PROVISIONS

a. **Designated Representatives.** The City representatives are the, and such other and additional persons as City may designate in writing. The Contractor's representative is Truman Petty, and such other and additional persons as Contractor may designate in writing.

b. **Exhibits**. Any and all exhibits described in this Agreement are attached hereto and incorporated herein by reference for all purposes. Exhibits attached to this Agreement are:

Exhibit A – Scope of Services
Exhibit B – Insurance Requirements
Exhibit C – Certificates, Certifications, and Vendor Forms

- CIQ
- Form 1295
- Suspension and Debarment Certification
- W-9

c. **Choice of Law and Venue**. This Agreement is governed by the laws of the State of Texas. This Agreement is performable in Ennis, Texas. Venue for actions arising under this Agreement in federal courts shall lie exclusively in the Northern District of Texas, Dallas Division, and for State courts shall lie exclusively in Ellis County, Texas.

d. **Misspelled words**. Misspelling of one or more words in this Agreement shall not void this Agreement. Such misspelled word shall be read so as to have the meaning apparently intended by the parties.

e. **Assignment**. Neither party shall assign or transfer any right or interest in this Agreement, in whole or in part, without prior written approval of the other party.

f. **Benefits**. This Agreement shall bind, and the benefits thereof shall inure, to the respective parties hereto, their legal representative, executors, administrators, successors, and assigns.

g. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

h. **Plural Words**. Words used in the singular shall include the plural if and when applicable, and words used in the plural shall include the singular if and when applicable.

i. **Time**. Time is of the essence of this Agreement.

j. **Headings**. The paragraph and subparagraph headings and numbering contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

k. **Conflicts.** To the extent there may be a conflict between this Agreement and any proposal, exhibit, or other document attached hereto, the terms of this Agreement prevail.

l. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

m. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

CITY OF ENNIS, TEXAS

By: _____
Andrea Weckmueller-Behringer, City Manager

Date: _____

ATTEST:

_____
Bethany Prewitt, City Secretary

HUB International Texas, Inc.

By: _____
Brandon Wilson
Vice President, Employee Benefits

Date: _____

Exhibit B
City of Ennis Insurance Requirements
Professional Services – Not Engineer or Architect (01/02/26)

Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	$1,000,000/$1,000,000/$1,000,000
Commercial General Liability Including: • Premises/Operations • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability	$1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/leased vehicles (if any) b. Non-owned vehicles c. Hired vehicles	$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Professional Liability (Claims Made Form)	$1,000,000 per occurrence; $2,000,000 General Aggregate

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of three (3) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Modification of Insurance Requirement: The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by the City Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Ennis and before commencement of any work under this contract, a contractor shall furnish proof of insurance to the City Manager or designee which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City (its elected officials, officers, servants, agents, volunteers and employees) and any applicable property owner shall be named as additional insureds. No officer or employee, other than the City Manager or designee, shall have authority to waive this requirement.

Commented [JR1]: You all may want to change this

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City Manager's Office by U.S. Postal Service to City of Ennis, ATTN: City Manager, 107 N. Sherman Street, Ennis, Texas 75119. To send by email, please contact the City Manager's Office via telephone at (972) 875-1234 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

CITY OF ENNIS, TEXAS

RFQ #26-115-10, Employee Benefits Brokerage and Consulting Services

Pricing and Compensation Disclosure

$44,400 ANNUAL FLAT FEE

Fee-only. No commissions, overrides, or contingent compensation. All travel and expenses included.

Section 1: Quoted Fee

HUB International proposes a flat annual consulting fee of $44,400 to serve as the City of Ennis's employee benefits broker of record and strategic consultant for the initial three-year contract term.

Fee Component	Annual Fee
Core Benefits Consulting (flat annual fee)	$44,400

The fee is quoted as a flat annual amount, consistent with the RFQ's direct compensation disclosure format (RFQ Section, Compensation and Disclosure). This is the price being bid; no per employee per month rate applies to the core consulting fee.

Section 2: What the Flat Fee Covers

The $44,400 annual fee provides the City with a full-service benefits consulting engagement, including:

- Strategic planning, benchmarking, and multi-year benefits blueprint development, drawing on HUB's data from 550+ Texas public sector clients
- Annual renewal management, competitive marketing, and carrier and vendor negotiations
- Claims and utilization analysis, cost trend reporting, and financial and executive level reporting
- Plan design consultation, funding strategy review, and stop loss evaluation where applicable
- Compliance support across ACA, COBRA, HIPAA, ERISA, and related federal and state requirements, including Form 1095-C and Form 5500 assistance
- Open enrollment planning, employee communications, and education, including bilingual materials where requested
- Ongoing HR administrative support, including basic eligibility audits, billing reconciliation, and vendor liaison services

This fee gives the City direct access to HUB's in-house specialist teams at no additional cost: compliance (ERISA attorney led), financial and data analytics, clinical and pharmacy analysis, and our dedicated public sector and municipal practice.

Section 3: Contract Term and Renewal Pricing

HUB's proposed fee is held flat for the full three-year initial term. The City's RFQ contemplates two optional one year renewals; pricing for those years is addressed below.

Contract Year	Annual Fee	Notes
Year 1	$44,400	Fixed
Year 2	$44,400	Fixed
Year 3	$44,400	Fixed
Year 4 (Optional Renewal 1)	Up to $46,620	Up to 5% increase over Year 3, by mutual written agreement only, not automatic
Year 5 (Optional Renewal 2)	Up to $48,951	Up to 5% increase over Year 4, by mutual written agreement only, not automatic

No increase applies to the three-year base term. Any adjustment in Year 4 or Year 5 requires mutual written agreement between HUB and the City, is capped at 5% per year, and is never automatic.

Section 4: Additional Add-on HUB Services Outside This RFQ's Scope

The following services are available to the City on an as-needed basis and are not included in the flat consulting fee above.

- Benefits Administration & Enrollment Solutions: $4 PEPM (may be engaged independently of core consulting)
- Dependent Eligibility and In-depth Claims Audit: flat fee by scope
- Retirement Plan Consulting, 457(b)/403(b), via HUB Retirement & Private Wealth: varies by scope, Free retirement plan fee analysis

- In-Depth Actuarial Services: flat fee by scope
- Onsite or Near Site Health Clinic Feasibility and Project Management: flat fee by scope
- Pharmacy/PBM Deep Dive Audit: flat fee by scope
- Special Compliance & Communication Projects: flat fee by scope
- Risk Management, Commercial Lines, and P&C Consulting: flat fee by scope

Section 5: One Fee. Every Resource. The Full Power of HUB International, Brought to the City of Ennis.

The City of Ennis will not be getting a local boutique firm or a single discipline consultant. The City will be engaging one of the largest insurance brokerage and risk management firms in the world as its full-service benefits consultancy, with the scale, the specialists, and the technology to deliver at a level no other broker can match. That is what $44,400 buys the City of Ennis: a true full-service partner, not a vendor.

- **HUB International is willing to put our fees at risk based on mutually agreed upon metrics that are straightforward and meaningful to the City. We are confident enough in our work and our outcomes to tie our compensation to yours.**
- Fee-only, conflict-free. No commissions, overrides, or contingent compensation from any carrier, TPA, or vendor, consistent with the RFQ's transparency and disclosure requirements.
- National bench, local accountability. Direct access to HUB's full specialty practice network (pharmacy, compliance, data analytics, wellness, Communication, Etc.) through a dedicated Dallas based account team.
- Future State: Carrier technology credit strategy applied to the benefits administration platform selection, aimed at offsetting or eliminating the PEPM cost to the City.
- All travel and expenses included in the flat fee. No hourly billing, no special charges, no surprises.
- Built for a multi-year partnership, with a three-year base term and a transparent, capped approach to any future adjustment.

Pricing is subject to negotiation and award per the City's evaluation criteria and Chapter 2254 of the Texas Government Code.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Hub International Texas, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3221 Collinsworth Street

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Worth, TX 76107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	1	4	7	3	1	9	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** J McKeever **Date** 1/8/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Appendix to W-9 for Hub International Texas, Inc.

Business names:

Hub International Insurance Services
Hub International Personal Insurance
Wm. Rigg Co.
Benefit Concepts, Inc.
Administration and Benefits Consultants
Benefit Administration Systems
Troy Davis Insurance
John D. Williams
JDW Insurance
Concord Premium Finance
El Paso Insurance Agency
Risk & Insurance Management Consultants
The Rigg Group
Hub International Rigg
Hub International Texas Limited
Roeder & Moon
The Roy Agency
Parkway Premium Finance
Rigg Life Agency
Hub International Rigg Benefits
Rigg Benefits & Financial Services
Tri Star Insurance Professionals, Inc.
IPS Advisors, LLP
IPS Advisors
IPS Advisers
The Ward Agency
Ward Agency
Peak Financial Group, LLC
GBC Benefits, Ltd. d/b/a Gus Bates Insurance & Investments
Cascoop, L.L.C.
GBC Equity Investment Company, LLC
Commercial Insurance Brokers, Inc.
Wellspring Insurance Agency, Inc.
Brandon L. Chase, Individual
TCG Advisory Services, LLC
TCG Benefits, LLC
TCG Consulting Services, LLC
TCG Administrators, LP
Cypher Security LLC
JNT Resource Partners Management, LLC
Joyce M. Purselley
SWK
Catto & Catto Inc.
Catto & Catto Benefits Group, LLC
Cameron Investment Company, Inc. d/b/a Shepard Walton King Insurance Group
Hub International Transportation Services
WestStar Insurance
ANCO Insurance
ANCO Insurance Managers
ANCO Insurance Services of Bryan/College Station
Common Sense Markets

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

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	CONTACT NAME: Andrew Johnson
Hub International Northeast Limited -NY 1065 Avenue of the Americas/ 5 Bryant Park New York NY 10018	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Andrew.Johnson@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Guarantee & Liability Insurance Company	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	021071
Hub International Limited c/o Hub International N.E. Limited 1065 Avenue of the Americas/ 5 Bryant Park New York NY 10018	

COVERAGES **CERTIFICATE NUMBER:** 479916070 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC X OTHER: Other	Y	Y	GLO-5472010-13	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 50,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	Y	BAP 5472012-13	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Physical Damage	$ 1,000,000 $ $ $ $ ACV
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	AUC-1473823-00	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	(26) 71751947	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability:
Additional insureds are included if required by written contract.
Waiver of subrogation included if required by written contract.

Workers Compensation:
Waiver of subrogation included if required under contract and allowed by law.

CERTIFICATE HOLDER

Evidence of Insurance

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

Andrew Johnson

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DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102,
2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4

Federal agencies, state agencies, and local governments, including the City of Ennis, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, Section 1 (d), requires that the City of Ennis shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

"Contractor" means any individual or other legal entity that – (1) Directly or indirectly submits offers for or is awarded a Federal Government or City of Ennis contract or a subcontract under a Federal Government or City of Ennis contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or the City of Ennis.

A contract award with an amount expected to equal or exceed $25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed $25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

VENDOR'S NAME: HUB International - Texas

Authorized Officer or Agent: Ty Petty

Printed name of company official signing above:

Date Signed: 11/2/2026

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[DAYBRIGHT FINANCIAL] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

Daybright Financial Response

CONTACT INFORMATION

Company:
Daybright Financial

Email:
jnoel@daybright.com

Contact:
Jordan Noel

Address:
7301 State Highway 161, Suite 100
Irving, TX 75039

Phone:
(972) 947-2477

Website:
www.daybright.com

Submission Date:
Apr 24, 2026 8:50 AM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

Daybright_Financial_Statement_of_Qualification-_City_of_Ennis_RFQ_26-115-10.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

Daybright_Financial-_Certificate_of_Insurance.pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

Daybright_Financial-_Compensation_Structure_City_of_Ennis.pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

Daybright_Finanical_Conflict_of_Interest_Transparency-_City_of_Ennis.pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

Daybright_Financial-_City_of_Ennis_CIQ_Form.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Daybright_Financial_Form_1295_Certificate_101527933-_City_of_Ennis.pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed

daybright™
FINANCIAL

City of Ennis
Attn: Honorable Mayor and City Commission
107 N. Sherman Street
Ennis, TX 75119

Re: RFQ 26-115-10 – Employee Benefits Brokerage and Consulting Services

Dear Honorable Mayor and Members of the City Commission,

Daybright Financial is pleased to submit our Statement of Qualifications to serve as the City of Ennis' employee benefits consultant and broker of record. We appreciate the opportunity to partner with the City in advancing a benefits strategy that prioritizes fiscal responsibility, regulatory compliance, and meaningful support for your employees and retirees.

We understand that the City of Ennis is seeking more than a traditional broker. You are seeking a strategic partner—one that brings forward data-driven insights, transparent guidance, and a disciplined approach to managing long-term benefit costs while maintaining competitive and sustainable programs. Your outlined objectives—controlling and forecasting costs, ensuring compliance, improving employee engagement, and supporting informed decision-making—are the same principles that guide our work with public sector clients across Texas.

Daybright's approach is rooted in combining **financial analytics, strategic planning, and operational execution** into a single, accountable service model. We work alongside municipalities, school districts, and public entities to not only evaluate benefit programs, but to actively manage them through a structured, measurable process. This includes identifying cost drivers through detailed claims analysis, forecasting future trends, and implementing targeted strategies that align plan design, funding structures, and contribution approaches with organizational goals.

We recognize the increasing complexity facing municipalities today—rising healthcare costs, evolving compliance requirements, and the growing importance of employee communication and engagement. Our role is to simplify that complexity while strengthening your position as a responsible steward of public resources.

What differentiates Daybright is our ability to deliver both **strategic insight and executional follow-through**. The same team that analyzes your data is the team that implements your strategy, supports your staff, and ensures accountability throughout the year. This "closed-loop" model eliminates gaps between recommendation and execution, resulting in faster decision-making, improved data accuracy, and more effective outcomes.

Our clients benefit from a governance-first approach that includes structured service planning, regular performance reviews, and executive-level reporting designed for leadership and City Commission visibility. We believe that transparency is essential—not only in reporting, but also in how we are compensated. Daybright operates with full disclosure of all compensation sources and offers flexible models, including commission-based, fee-based, or hybrid approaches, aligned with the City's preferences.

In addition, we bring a strong focus on emerging cost drivers—particularly within pharmacy benefits. Our team actively supports clients in evaluating pharmacy strategies, managing high-cost therapies, and improving transparency in pharmacy benefit arrangements to ensure long-term sustainability.

Most importantly, we measure success by results. Our work is centered on helping clients reduce cost trends, improve plan performance, strengthen compliance readiness, and enhance the overall employee experience—while maintaining a high level of service and responsiveness.

We are confident in our ability to support the City of Ennis with a thoughtful, disciplined, and transparent approach to benefits consulting. We welcome the opportunity to further discuss how Daybright can serve as a trusted partner to the City and contribute to the continued success of your employee benefits program.

Thank you for your time and consideration.

Sincerely,



Brent McConico, Director
bmmcconico@usebsg.com | (830) 606-5100
7301 State Hwy. 161, Ste. 100, Irving, TX 75039

CITY OF ENNIS

PROPOSAL PREPARED FOR:

City of Ennis

REQUEST FOR PROPOSAL: 26-115-10 Employee Benefits Brokerage and Consulting Services

April 24, 2026

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SECTION 1: FIRM EXPERIENCE & PUBLIC SECTOR EXPERTISE

Firm Overview

Daybright Financial is one of the nation's largest privately held providers of employee benefits, retirement, and compliance consulting services, serving more than 18,000 employer groups and approximately 3.6 million participants nationwide. Founded in 1999 and built through a combination of local expertise and national scale, Daybright delivers a unique service model that combines **strategic consulting, financial analytics, compliance support, and day-to-day administration** under one accountable partner.

With a strong presence across Texas, including dedicated Employer Solutions teams serving municipalities, school districts, and public entities, Daybright brings both the **resources of a national firm** and the **responsiveness of a local partner**. Our Texas-based teams understand the regulatory environment, funding challenges, and governance expectations unique to public sector organizations.

Daybright operates with a **carrier-agnostic philosophy**, ensuring that all recommendations are driven solely by what is in the best interest of the client. We are not limited by exclusive carrier relationships, allowing us to fully leverage the market to negotiate competitive pricing, improve plan performance, and enhance long-term sustainability.

Our approach integrates consulting and execution. The same team that develops strategy also supports implementation, ongoing administration, compliance, and reporting—ensuring continuity, accountability, and measurable results.

Public Sector Expertise

Daybright has extensive experience serving public sector clients, including municipalities, counties, school districts, and governmental entities throughout Texas and across the country. Our team understands the unique dynamics of public sector benefits programs, including:

- Budget constraints and the need for long-term cost predictability
- Governance structures requiring transparency and board-level reporting
- Regulatory and compliance complexity across federal and state requirements
- The importance of employee communication and engagement in diverse workforces

We have supported public sector clients in designing, implementing, and managing comprehensive benefits programs that include medical, pharmacy, dental, vision, life, disability, and voluntary benefits, as well as HSA, HRA, and FSA administration.

Our experience includes working with organizations of varying sizes and complexity, allowing us to tailor strategies that align with each client's workforce demographics, financial objectives, and operational structure.

Municipal Expertise Focus

Daybright brings direct experience supporting municipal employers with governance structures, budgeting constraints, and workforce dynamics similar to the City of Ennis. Our work with local

government entities includes managing complex benefit programs, supporting City leadership and Commission-level reporting, and ensuring transparency and accountability in all aspects of service delivery. This experience allows us to deliver strategies that are not only effective, but aligned with the operational and financial realities of municipalities.

Experience Supporting Texas Public Entities

Within Texas, Daybright has a long-standing history of supporting public employers through its regional offices, including Kean (Irving), Riata (New Braunfels), and DCA (Midland). These offices have built strong relationships with carriers and vendors across the state and bring deep knowledge of the Texas benefits landscape.

Our teams have supported:

- Municipal governments and local agencies
- Public school districts (K-12)
- Regional service organizations and cooperatives
- Public sector consortiums and purchasing groups

This experience provides valuable insight into benchmarking, plan design strategies, and vendor performance within the Texas market. It also enables us to provide **peer-based comparisons** that are relevant and actionable for clients like the City of Ennis.

In addition, Daybright participates in and supports public sector organizations and cooperatives such as Choice Partners and CTPA, further strengthening our ability to deliver competitive and compliant solutions.

Financial & Analytical Expertise

A key differentiator of Daybright is our strong focus on financial and data-driven decision-making. Our dedicated analytics and underwriting teams support public sector clients by providing:

- Claims and utilization analysis
- Cost and trend forecasting
- Renewal projections and budgeting support
- Identification of cost drivers and risk factors
- Stop-loss evaluation and funding strategy analysis
- Benchmarking against comparable public entities

We work closely with clients to translate complex data into clear, actionable insights that support informed decision-making at both the administrative and leadership levels.

Our approach is designed not only to analyze past performance but to proactively manage future outcomes. By aligning financial analytics with plan design, funding strategies, and vendor negotiations, we help clients maintain control over rising healthcare costs while preserving benefit quality.

Commitment to Transparency and Accountability

Daybright understands that public sector clients require a high level of transparency and accountability in all aspects of service delivery. We operate with a clear commitment to:

- Full disclosure of all compensation, including commissions and any indirect revenue
- Clear documentation of recommendations and decision-making processes
- Open access to data, reporting, and financial information
- Structured service plans with defined deliverables and timelines

We recognize the importance of public trust and work to ensure that all recommendations are aligned with the best interests of the client and its stakeholders.

Why Daybright for the City of Ennis

Daybright brings the structure, transparency, and financial discipline required to support a municipality like the City of Ennis. Our approach ensures not only effective benefits management, but long-term sustainability, accountability, and alignment with the City's responsibility to its employees and taxpayers.

We deliver more than recommendations—we deliver measurable outcomes through a disciplined, data-driven, and fully transparent partnership.

SECTION 2: Key Personnel & Account Team

Daybright provides the City of Ennis with a **dedicated, team-based service model** designed to deliver both strategic leadership and consistent day-to-day support. Each team member has clearly defined responsibilities to ensure accountability, responsiveness, and seamless service delivery.

Primary Day-to-Day Contacts:

- Brent McConico, Director (Lead Consultant)
- Abi Kuntz, Account Executive
- Thania Illarramendi, Account Manager
- Ashlee Rivera, Client Service Specialist

Executive Leadership & Oversight:

- Darin Reeser, Practice Leader / Managing Partner
- Jordan Noel, Senior Director of Agency Operations
- Brittany Peek, Director of Account Management

This structure ensures the City receives **accessible daily support backed by experienced leadership and specialized resources**.

Roles & Responsibilities

Brent McConico – Director (Lead Consultant & Primary Point of Contact)
Brent McConico will serve as the **lead consultant and primary point of contact** for the City of Ennis. He will be responsible for overall account strategy, renewal planning, vendor negotiations, and day-to-day client engagement.

With more than 20 years of experience in financial services and employee benefits, Brent brings a strong background in aligning benefit strategies with organizational goals. He works directly with clients to develop sustainable solutions, manage cost trends, and ensure consistent execution across all service areas.

Brent's hands-on approach ensures that the City receives **responsive, knowledgeable, and proactive support** at all times.

Abi Kuntz – Account Executive
Abi Kuntz serves as a key day-to-day contact, supporting account management, implementation, employee communications, and ongoing coordination with vendors and internal teams.
She plays a central role in ensuring that service delivery is **organized, responsive, and aligned with client needs**, while maintaining strong communication across all stakeholders.

Thania Illarramendi – Account Manager
Thania Illarramendi supports implementation, communication, and ongoing account coordination, bringing over 10 years of experience in employee benefits and client service.
She focuses on simplifying complex processes, supporting enrollment activities, and ensuring both City staff and employees have the information and support needed to make informed decisions.

Ashlee Rivera – Client Service Specialist (Billing & Reconciliation)
Ashlee Rivera provides dedicated operational support for billing, reconciliation, and employee-level service needs. She plays a critical role in managing consolidated billing and financial processes, ensuring accuracy, transparency, and audit-ready documentation.
Her responsibilities include auditing carrier invoices, resolving discrepancies, and coordinating timely remittance—helping reduce administrative burden while maintaining financial integrity.

Leadership Oversight & Strategic Support

Darin Reeser – Practice Leader / Managing Partner
Darin Reeser provides executive oversight and strategic direction, ensuring alignment between the City's goals and Daybright's service delivery. With more than 25 years of leadership experience, Darin brings a high-level perspective on market strategy, vendor positioning, and long-term planning.

Jordan Noel – Senior Director of Agency Operations
Jordan Noel supports operational alignment, service consistency, and execution across all aspects of the engagement. She works closely with the service team to ensure processes are efficient, communication is clear, and deliverables are met with a high level of quality and accountability.

Brittany Peek – Director of Account Management
Brittany Peek oversees service delivery and team performance, ensuring the City receives proactive, coordinated support. She manages escalation processes and ensures that service standards are consistently met across all interactions.

Depth of Resources & Subject Matter Expertise
In addition to the dedicated service team, the City of Ennis will have access to Daybright's broader network of subject-matter experts, including:

- Financial analytics and underwriting specialists
- Compliance and regulatory advisors
- Pharmacy benefit consultants
- Enrollment technology and administration experts

This extended team ensures that specialized expertise is available whenever needed, without adding complexity to the City's day-to-day experience.

Why This Team Structure Works for the City of Ennis

Daybright's service model is intentionally designed to provide:

- **Clear accountability** through defined roles and responsibilities
- **Responsive day-to-day support** from dedicated contacts
- **Strategic oversight** from experienced leadership
- **Operational consistency** through structured processes and governance

Most importantly, this structure ensures that the City of Ennis receives a **high level of service, strong internal coordination, and a seamless experience across all aspects of its benefits program**.

SECTION 3: APPROACH TO BENEFITS STRATEGY & COST CONTAINMENT

Strategic Approach Overview

Daybright's approach to benefits strategy and cost containment is grounded in a simple principle: **informed decisions drive sustainable outcomes**. We combine data analytics, market intelligence, and structured planning to help public sector clients control costs while maintaining competitive and meaningful benefits.

Rather than reacting to annual renewals, we implement a **proactive, year-round strategy** that aligns financial performance, plan design, and employee engagement. This approach allows the City of Ennis to move from a reactive renewal cycle to a **predictable, managed benefits strategy**.

Our model is built on four key pillars:

1. Data-Driven Financial Analysis
2. Targeted Cost Containment Strategies
3. Pharmacy Benefit Optimization
4. Structured Renewal & Market Strategy

Daybright Value Proposition

- One accountable partner for strategy, execution, and ongoing management
- Full transparency in compensation, reporting, and vendor relationships
- Data-driven financial analysis to control and forecast costs
- Proven public sector experience with measurable outcomes

Commitment to Transparency

Daybright operates with full compensation transparency and supports fee-based, commission-based, or hybrid service models. We fully align with the City's right to audit compensation and will provide complete visibility into all revenue sources, including carrier commissions, pharmacy-related compensation, and any third-party arrangements. Our recommendations are always made in the best interest of the City, free from conflicts or undisclosed incentives.

Data-Driven Financial Analysis

Effective cost containment begins with a deep understanding of what is driving spend. Daybright provides ongoing financial and utilization analysis to identify trends, risks, and opportunities for improvement.

Our analytics capabilities include:

- Detailed claims and utilization analysis across medical, pharmacy, and ancillary lines
- Identification of high-cost claimants and emerging risk patterns
- Trend analysis and multi-year forecasting
- Benchmarking against comparable public sector employers

- Renewal projections and budget modeling

We translate complex data into clear, actionable insights that support decision-making at both the administrative and leadership levels. Our reporting is designed to be **executive-ready**, enabling City leadership to understand financial performance and make informed decisions with confidence.

This continuous analysis allows us to move beyond historical reporting and focus on **forward-looking strategies** that proactively manage cost trends.

All data remains fully owned by the City of Ennis, and Daybright ensures unrestricted access to claims, utilization, and financial reporting in a usable electronic format at all times.

Targeted Cost Containment Strategies

Based on data insights, Daybright develops and implements targeted strategies designed to control costs while preserving benefit value.

These strategies may include:

- **Plan Design Optimization**
  Evaluating deductibles, copays, and plan structures to balance cost and coverage
- **Contribution Strategy Modeling**
  Aligning employer and employee contributions to support financial sustainability
- **Funding Strategy Evaluation**
  Assessing fully insured, level-funded, and self-funded options, including stop-loss coverage and attachment points
- **High-Cost Claim Management**
  Identifying and managing large claims through clinical programs and vendor coordination
- **Network and Vendor Optimization**
  Evaluating carrier networks and vendor performance to ensure value and efficiency

Our approach is not one-size-fits-all. Each recommendation is tailored to the City's workforce demographics, financial objectives, and risk tolerance.

Pharmacy Benefit Optimization (Key Differentiator)

Pharmacy spend continues to be one of the fastest-growing cost drivers for employers, making it a critical component of any cost containment strategy. Daybright provides focused pharmacy consulting to improve transparency, manage costs, and optimize outcomes.

Our pharmacy strategy includes:

- **Pharmacy Utilization and Cost Analysis**
  Identifying trends, high-cost therapies, and utilization patterns
- **PBM Contract Evaluation and Negotiation**
  Reviewing pricing models, rebate structures, and contract terms to improve transparency and value

- **GLP-1 and Specialty Drug Management**
  Developing strategies to manage high-cost medications, including clinical oversight and utilization controls
- **Rebate and Pricing Transparency**
  Ensuring clarity on rebate pass-through and minimizing spread pricing
- **Market Reviews and Competitive Bidding**
  Conducting pharmacy vendor evaluations to ensure competitive positioning

By bringing transparency and structure to pharmacy benefit management, we help clients regain control over a traditionally opaque and rapidly growing area of spend.

Renewal & Market Strategy

Daybright manages the annual renewal process through a structured and disciplined approach designed to maximize leverage and ensure informed decision-making.

Our renewal strategy includes:

- **Early Planning (90–120 Days in Advance)**
  Establishing a timeline aligned with the City's plan year
- **Market Evaluation and Competitive Bidding**
  Conducting RFPs or market checks to ensure competitive pricing and plan performance
- **Carrier Negotiations**
  Negotiating not only on rates, but also on plan terms, performance guarantees, and administrative provisions
- **Comprehensive Financial Modeling**
  Providing side-by-side comparisons of options, including cost impact and long-term implications
- **Executive-Level Recommendations**
  Delivering clear, concise recommendations to City leadership and supporting presentations as needed

This structured process ensures that the City is positioned to make strategic decisions based on data, market conditions, and long-term objectives—not just renewal rates.

Year-Round Strategy & Governance

Daybright's approach extends beyond the renewal cycle. We provide a year-round framework to continuously monitor performance and adjust strategy as needed.

This includes:

- Quarterly stewardship meetings with performance reviews
- Ongoing claims and utilization monitoring
- Regular financial and benchmarking reports
- Strategic planning sessions aligned with the City's goals
- Continuous vendor performance evaluation

This governance model ensures accountability, transparency, and continuous improvement throughout the year.

Measurable Outcomes

Daybright's approach is focused on delivering measurable results. Through our structured strategy and analytics-driven approach, clients benefit from:

- Improved cost predictability and budget alignment
- Reduced trend through targeted cost containment strategies
- Enhanced transparency in vendor and pharmacy arrangements
- More informed and confident decision-making
- Stronger alignment between benefits strategy and organizational goals

SECTION 4: DEMONSTRATED SUCCESS & REFERENCES

Proven Results for Public Sector Clients

Daybright has a strong track record of delivering measurable results for public sector clients by aligning financial strategy, plan design, and vendor management. Our approach focuses on improving cost predictability, enhancing plan performance, and strengthening long-term sustainability.

We partner closely with each client to identify key challenges, implement targeted strategies, and continuously monitor outcomes. The following examples demonstrate how Daybright has successfully supported organizations with similar goals to the City of Ennis.

Case Study 1: Public Sector Employer (Texas) – Cost Stabilization & Renewal Strategy

Client Profile:
Mid-sized Texas public sector employer with a fully insured medical plan experiencing above-market renewal increases and limited visibility into cost drivers.

Challenge:

- Renewal increases exceeding market benchmarks
- Lack of detailed claims analysis and forecasting
- Limited leverage in carrier negotiations
- Need for improved financial predictability

Daybright Approach:

- Conducted detailed claims and utilization analysis to identify primary cost drivers
- Benchmarked plan performance against comparable public sector employers
- Developed a multi-year financial strategy, including plan design adjustments and contribution modeling
- Led a competitive market evaluation and renegotiated carrier terms
- Implemented structured renewal timeline and reporting process

Results:

- Reduced projected renewal increase by **8–12%** through negotiation and plan adjustments
- Improved long-term cost predictability through multi-year planning
- Increased transparency into claims drivers and financial performance
- Strengthened position in future renewal negotiations

Case Study 2: Municipal Client – Pharmacy Cost Management & Transparency

Client Profile:
Municipal employer with rising pharmacy costs driven by specialty medications and limited visibility into PBM performance.

Challenge:

- Rapid growth in pharmacy spend, particularly specialty drugs
- Lack of transparency in PBM contract and rebate structure
- No formal strategy for managing high-cost medications (including GLP-1 therapies)

Daybright Approach:

- Performed comprehensive pharmacy claims and utilization analysis
- Reviewed and evaluated PBM contract terms, including pricing guarantees and rebate arrangements
- Developed strategy to address specialty drug utilization and high-cost therapies
- Conducted market review of PBM options to improve competitive positioning
- Provided ongoing reporting and monitoring of pharmacy performance

Results:

- Improved transparency into pharmacy pricing and rebate structures
- Identified opportunities to reduce pharmacy spend and improve contract terms
- Implemented strategies to better manage high-cost medications
- Positioned client for long-term pharmacy cost control and sustainability

Case Study 3: Public Employer – Governance, Reporting & Service Model Enhancement

Client Profile:
Public employer seeking improved service structure, reporting consistency, and accountability across benefit programs.

Challenge:

- Inconsistent reporting and limited executive-level visibility
- Reactive service model with limited strategic planning
- Lack of structured vendor performance management

Daybright Approach:

- Implemented governance-first service model with defined roles and responsibilities
- Established quarterly stewardship meetings with KPI-based reporting
- Developed executive-level reporting dashboards for leadership visibility
- Introduced structured annual service plan and renewal timeline
- Enhanced vendor management and performance tracking

Results:

- Improved visibility into plan performance and financial metrics
- Increased accountability across vendors and service team
- Transitioned from reactive to proactive benefits management
- Strengthened alignment between benefits strategy and organizational goals

Client References

Daybright maintains long-standing relationships with public sector clients and is recognized for delivering consistent, high-quality service and measurable results.

References representing municipalities, public sector organizations, and comparable client profiles will be provided upon request and may include organizations similar in size and complexity to the City of Ennis.

1. **Organization**: Reeves County
   Eligible Employee Count:
   Address: 100 E 4th St, Pecos, TX 79772
   Contact Name: Zulema Rodriguez
   Contact Phone Number: (432) 287- 0222
   Company Email: Zulema.rodriguez@co.reeves.tx.us
   Dates Held Contract: 01/2000-Current
   Contract Amount: $0- We are able to offset cost by receiving standard levelized commission from carriers.
   Work Description: We manage the full spectrum of employee benefits operations, including annual renewals and rate strategy, claims resolution, COBRA administration, enrollment oversight, billing support, contract interpretation, employee communications, and compliance reporting—ensuring accurate, timely, and compliant delivery of benefit services.

2. **Organization**: Pearland Independent School District
   Eligible Employee Count:
   Address: 1928 N Main St, Pearland, TX 77581
   Contact Name: Carrie Banuelos
   Contact Phone Number: (281) 485-3203
   Company Email: banuelosc@pearlandisd.org
   Dates Held Contract: 09/01/2016-Current
   Contract Amount: $0-We are able to offset cost by receiving standard levelized commission from carriers.
   Work Description: We deliver comprehensive benefits administration and advisory services, including premium remittance, spending account coordination, enrollment support, ancillary coverage consulting, pricing strategy, retirement plan oversight, regulatory compliance, benefits technology integration, and dedicated employee and HR support—ensuring efficient, compliant, and employee-centered benefits operations.

3. **Organization**: Leander Independent School District
   Eligible Employee Count:
   Address: 204 W South St, Leander, TX 78646
   Contact Name: Lauren Clark
   Contact Phone Number: (512) 570-0142
   Company Email: lauren.clark@leanderisd.org
   Dates Held Contract: 01/01/2021- Current
   Contract Amount: $0- We are able to offset cost by receiving standard levelized commission from carriers.

Work Description: We deliver comprehensive benefits administration and advisory services, including premium remittance, spending account coordination, enrollment support, ancillary coverage consulting, pricing strategy, retirement plan oversight, regulatory compliance, benefits technology integration, and dedicated employee and HR support—ensuring efficient, compliant, and employee-centered benefits operations.

4. **Organization**: Wichita Falls Independent School District
   Eligible Employee Count:
   Address: 1104 Broad St, Wichita Falls, TX 76307
   Contact Name: Lisa Bean
   Contact Phone Number: (940) 235-1014
   Company Email: lbean@wfisd.net
   Dates Held Contract: 09/01/2010- Current
   Contract Amount: $0- We are able to offset cost by receiving standard levelized commission from carriers.
   Work Description: We deliver comprehensive benefits administration and advisory services, including premium remittance, spending account coordination, enrollment support, ancillary coverage consulting, pricing strategy, retirement plan oversight, regulatory compliance, benefits technology integration, and dedicated employee and HR support—ensuring efficient, compliant, and employee-centered benefits operations.

5. **Organization**: Seguin Independent School District
   Eligible Employee Count: 1200
   Address: 1221 E Kingsbury, Seguin, TX 78155
   Contact Name: Teri Salinas
   Contact Phone Number: (830)401-8648
   Company Email: tsalinas@seguin.k12.tx.us
   Dates Held Contract: 09/1/2010-Current
   Work Description: We deliver comprehensive benefits administration and advisory services, including premium remittance, spending account coordination, enrollment support, ancillary coverage consulting, pricing strategy, retirement plan oversight, regulatory compliance, benefits technology integration, and dedicated employee and HR support—ensuring efficient, compliant, and employee-centered benefits operations.

6. **Organization**: Liberty Hill Independent School District
   Eligible Employee Count: 1400
   Address: 301 Forrest Street, Liberty Hill, TX 78642
   Contact Name: Lisa Garner
   Contact Phone Number: (512) 260-5580
   Company Email: lgarner@libertyhill.txed.net
   Dates Held Contract: 09/01/2023- Current
   Work Description: We deliver comprehensive benefits administration and advisory services, including premium remittance, spending account coordination, enrollment support, ancillary coverage consulting, pricing strategy, retirement plan oversight, regulatory compliance, benefits technology integration, and dedicated employee and HR support—ensuring efficient, compliant, and employee-centered benefits operations.

SECTION 5: SERVICE MODEL & RESPONSIVENESS

Service Philosophy & Approach

Daybright's service model is built on a foundation of **accountability, responsiveness, and proactive engagement**. We understand that for public sector organizations, timely support and consistent execution are just as important as strategic guidance.

Our approach ensures that the City of Ennis receives:

- Dedicated, accessible support
- Clear communication and defined responsibilities
- Proactive service delivery aligned with key milestones
- Rapid issue resolution and ongoing administrative support

We operate as an extension of the City's team, providing both strategic oversight and day-to-day service to support Human Resources and City leadership.

Dedicated Account Team Structure

Daybright provides a **dedicated, named service team** to ensure consistency, accountability, and responsiveness.

Primary Day-to-Day Service Team

- **Brent McConico – Director (Lead Consultant & Primary Point of Contact)**
  Brent serves as the **lead consultant and primary contact** for the City of Ennis. He is responsible for overall account strategy, renewal planning, vendor negotiations, and day-to-day engagement. Brent works directly with City leadership and staff to ensure alignment between strategy and execution.
- **Abi Kuntz – Account Executive**
  Abi supports day-to-day account management, including implementation, communication, and coordination across carriers and internal teams. She plays a key role in maintaining organization, responsiveness, and continuity of service.
- **Thania Illarramendi – Account Manager**
  Thania supports implementation, employee communications, and ongoing account coordination. She ensures processes are streamlined and that both City staff and employees receive clear, timely support.
- **Ashlee Rivera – Client Service Specialist (Billing & Reconciliation)**
  Ashlee manages billing, reconciliation, and employee-level service needs. She ensures financial accuracy, resolves discrepancies, and maintains audit-ready documentation across all benefit programs.

Executive Leadership & Oversight

- **Darin Reeser – Practice Leader / Managing Partner**
  Provides executive oversight and strategic direction, ensuring alignment with market strategy and long-term objectives.
- **Jordan Noel – Senior Director of Agency Operations**
  Ensures operational consistency, service alignment, and execution across all aspects of the engagement.

- **Brittany Peek – Director of Account Management**
  Oversees service delivery, team performance, and escalation management to ensure consistent, high-quality support.

Responsiveness & Service Standards

Daybright is committed to meeting and exceeding defined service expectations. Our service standards include:

- **Response Time:**
  All inquiries acknowledged within one (1) business day
- **Issue Resolution:**
  Timely resolution based on complexity, with clear communication throughout the process
- **Proactive Communication:**
  Regular updates on ongoing issues, market changes, and strategic initiatives
- **Accessibility:**
  The City will have direct access to Brent and the dedicated service team for both routine and urgent needs

We understand the importance of responsiveness in supporting employees and maintaining smooth operations, and we prioritize clear, timely communication in all interactions.

Service Delivery & Governance Model

Daybright utilizes a structured governance model to ensure consistent service delivery and alignment with the City's objectives.

Key Components Include:

- **Annual Service Plan**
  A defined roadmap outlining key activities, timelines, and deliverables
- **Quarterly Stewardship Meetings**
  Led by Brent and supported by leadership, providing financial, operational, and strategic updates
- **Executive-Level Reporting**
  Designed for City leadership and Commission-level visibility
- **Performance Tracking**
  Monitoring service metrics, vendor performance, and program outcomes
- **Strategic Planning Sessions**
  Ongoing collaboration to adjust strategy based on data and City priorities

This governance-first approach ensures that the City's benefits program is actively managed—not just maintained.

Issue Resolution & Vendor Management

Daybright serves as a central point of coordination between the City and all benefit vendors, ensuring efficient issue resolution and accountability.

- Brent leads escalation and resolution strategy
- Abi and Thania coordinate day-to-day issue management and vendor communication
- Ashlee manages billing-related issues and reconciliation accuracy

This coordinated approach ensures that issues are addressed quickly, thoroughly, and with full visibility.

Enrollment & Employee Support

Daybright provides comprehensive support for enrollment and employee communication efforts, including:

- Development of enrollment materials and communication strategies
- Support for employee meetings, benefit fairs, and education sessions
- Ongoing employee support through designated service channels
- Coordination of open enrollment and eligibility updates

Our team works collaboratively to ensure a seamless experience for both City staff and employees.

Commitment to Continuous Improvement

Daybright continuously evaluates service delivery to identify opportunities for improvement. Through performance tracking, feedback, and strategic reviews, we ensure that our service model evolves alongside the City's needs.

SECTION 6: COMPLIANCE & REGULATORY EXPERTISE

Compliance Philosophy & Approach

Daybright provides comprehensive compliance support designed to help public sector clients navigate the complex and evolving regulatory environment surrounding employee benefits.

Our approach is proactive and structured—focused on **reducing risk, ensuring compliance, and supporting audit readiness**. We work alongside the City of Ennis to monitor regulatory changes, interpret requirements, and implement processes that align with applicable federal and state laws.

We recognize that compliance is not a one-time activity, but an ongoing responsibility. Our goal is to provide the City with the tools, guidance, and support needed to maintain compliance with confidence.

Core Compliance Capabilities

Daybright supports clients across all major areas of employee benefits compliance, including:

- **Affordable Care Act (ACA)**
  - Eligibility tracking and measurement
  - 1094/1095 reporting support
  - Ongoing compliance monitoring
- **COBRA Administration Support**
  - General and qualifying event notice coordination
  - Billing and payment tracking
  - Vendor coordination and oversight
- **HIPAA Compliance**
  - Privacy and security guidance
  - Coordination with vendors and carriers
  - Best practices for handling protected health information
- **ERISA and Plan Documentation**
  - Review of plan documents and summary plan descriptions
  - Coordination with legal counsel as needed
  - Support for required disclosures and notices
- **Section 125 (Cafeteria Plans)**
  - Plan document support
  - Nondiscrimination testing
  - Ongoing compliance guidance

Our team works in coordination with trusted compliance partners and legal resources to ensure that all guidance aligns with current regulations and industry best practices.

Compliance Monitoring & Regulatory Updates

Daybright actively monitors legislative and regulatory developments at both the federal and state levels to ensure that clients remain informed and prepared.

We provide:

- Regular compliance updates and alerts
- Guidance on regulatory changes and their impact
- Educational sessions and training for City staff
- Support in implementing required changes

This proactive approach helps the City stay ahead of compliance requirements and reduces the risk of unexpected issues.

Audit Readiness & Support (Key Differentiator)

Daybright places a strong emphasis on audit readiness, recognizing the importance of maintaining accurate documentation and processes in a public sector environment.

Our audit support includes:

- Review of compliance documentation and processes
- Identification of potential gaps or areas of risk
- Assistance in preparing for internal or external audits
- Coordination with third-party vendors and legal counsel
- Ability to support compliance audits within a defined and accelerated timeframe

Our structured approach helps ensure that the City is prepared for audits and can respond confidently to any compliance-related inquiries.

Reporting & Documentation Support

Daybright provides ongoing support to ensure that required reporting and documentation are accurate, complete, and timely.

This includes:

- Assistance with ACA reporting requirements
- Coordination of required notices and disclosures
- Documentation of compliance processes and activities
- Support for maintaining audit-ready records

We prioritize clear documentation and reporting to support transparency and accountability.

Integration with Overall Service Model

Compliance is fully integrated into Daybright's overall service model and is not treated as a standalone function.

Through our governance structure, compliance is addressed through:

- Quarterly stewardship meetings
- Ongoing service and performance reviews

- Annual planning and renewal processes
- Continuous monitoring and reporting

This integrated approach ensures that compliance considerations are incorporated into all aspects of the City's benefits program.

Commitment to Risk Mitigation & Accountability

Daybright understands the importance of minimizing risk for public sector clients. We are committed to:

- Providing clear, accurate, and timely compliance guidance
- Supporting the City in meeting all applicable regulatory requirements
- Maintaining transparency in all processes and recommendations
- Acting as a trusted partner in protecting the City's interests

Our approach is designed to give the City confidence that its benefits program is not only effective, but also compliant and defensible.

G.6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2025

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED U.S. Retirement Partners, Inc. 99 Wood Avenue South, Suite 501 Iselin, NJ 08830	INSURER A : Federal Insurance Company — NAIC # 20281 INSURER B : Chubb Insurance Company of New Jersey — 41386 INSURER C : Great Northern Insurance Company — 20303 INSURER D : Evanston Insurance Company — 35378 INSURER E : Arch Specialty Insurance Company — 21199 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W41678702 **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 [X] PRO-JECT [X] LOC [ ] OTHER:			35987843	11/01/2025	11/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			73594960	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			79891996	11/01/2025	11/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 12,000,000 $ 12,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71765045	11/01/2025	11/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability			MKLV1PEO003960	06/13/2025	06/13/2026	Limits Retention	$5,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Media Liability: $100,000 Each claim / $300,000 Agg

SEE ATTACHED

CERTIFICATE HOLDER

Evidence of Coverage

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

Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		U.S. Retirement Partners, Inc. 99 Wood Avenue South, Suite 501 Iselin, NJ 08830
POLICY NUMBER		
See Page 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: See Page 1
See Page 1	See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Arch Specialty Insurance Company NAIC#: 21199

POLICY NUMBER: NPL2000997-01 EFF DATE: 06/13/2025 EXP DATE: 06/13/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Cyber-Excess E&O	Limit	$5,000,000 xs of $5,000,000
	Deductible	$250,000

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SR ID: 28811265 BATCH: 4191868 CERT: W41678702

G.6.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2025

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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	CONTACT NAME: WTW Certificate Center	
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED U.S. Retirement Partners, Inc. 99 Wood Avenue South, Suite 501 Iselin, NJ 08830	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W41678707 **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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			MKLV1PEO003960	06/13/2025	06/13/2026	Limits	5,000,000
							Retention	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

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

Patricia A Forry

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SR ID: 28811265 BATCH: 4191868

Daybright Financial Compensation Structure

Daybright Financial believes compensation should be transparent, flexible, and aligned with the best interests of the client. We recognize the importance of accountability in public sector engagements and are committed to full disclosure of all compensation sources.

Compensation Model
Daybright is able to support the City of Ennis under any of the following compensation structures, depending on the City's preference and final negotiated scope of services:

- **Commission-Based**
  Compensation paid by insurance carriers through standard broker commissions associated with enrolled benefit products.
- **Fee-Based**
  A direct consulting fee paid by the City in lieu of commissions, typically structured as a flat annual fee or per-employee-per-month arrangement.
- **Hybrid**
  A combination of reduced carrier commissions offset by a mutually agreed consulting fee, designed to create maximum transparency and alignment.

At this stage, Daybright anticipates that a **commission-based or hybrid structure** would likely provide the most cost-effective approach for the City, subject to final scope and negotiations.

General Description of Carrier Commissions
When commissions apply, they are typically paid by carriers as a percentage of premium or as a fixed per-enrolled-member amount, depending on the product and carrier arrangement. Applicable lines may include:

- Medical
- Dental
- Vision
- Life / AD&D
- Disability
- Voluntary Benefits

All commission arrangements will be fully disclosed to the City during negotiations and throughout the relationship.

Additional Compensation (Bonuses / Incentives / Overrides)
Daybright's policy is to disclose any additional compensation that may be received in connection with carrier relationships, including:

- Volume-based incentives
- Marketing allowances
- Performance bonuses
- Overrides or contingent compensation

If any such compensation exists related to the City's programs, it will be disclosed in writing.

Pharmacy Benefit Compensation
If pharmacy consulting or PBM arrangements are part of the engagement, Daybright will disclose any compensation related to:

- PBM consulting fees
- Rebate sharing arrangements
- Administrative fees

- Performance incentives
- Broker compensation paid by PBMs or pharmacy vendors

Daybright supports transparent pharmacy arrangements and will work with the City to evaluate models that prioritize clarity, value, and alignment.

Conflict of Interest Disclosure

Daybright maintains relationships with insurance carriers, PBMs, TPAs, and other benefit vendors in the ordinary course of business. However:

- We are **carrier agnostic**
- We are not contractually bound to place business with any specific carrier or PBM
- Recommendations are based solely on the City's needs, goals, and best interests
- Potential conflicts are disclosed proactively

Commitment to Transparency

Upon request, Daybright will provide complete compensation disclosure, including commissions, fees, indirect revenue, and any vendor-related compensation associated with the City's program. We welcome the opportunity to negotiate a compensation model that best aligns with the City of Ennis' financial objectives and governance expectations.

Daybright Financial Conflict of Interest / Transparency

Daybright Financial recognizes the importance of transparency, objectivity, and ethical business practices in serving public sector clients. We are committed to identifying, disclosing, and appropriately managing any actual or potential conflicts of interest to ensure that all recommendations made to the City of Ennis are in the City's best interest.

Our approach is grounded in a simple principle: **client needs come before vendor relationships.**

Financial Relationships with Industry Vendors
As a national employee benefits consulting and brokerage firm, Daybright maintains customary business relationships with a broad range of industry vendors, including:

- Insurance carriers
- Pharmacy Benefit Managers (PBMs)
- Third-Party Administrators (TPAs)
- Wellness vendors
- Enrollment technology providers
- Ancillary benefit and service providers

These relationships may include standard compensation arrangements, access to market resources, training support, product information, or administrative coordination necessary to service client programs.

However, Daybright is **carrier agnostic** and is not contractually obligated to place business with any specific carrier, PBM, TPA, or vendor.

Ownership Interests, Partnerships, or Affiliations
Daybright does not require clients to utilize any affiliated vendor or proprietary solution as a condition of engagement.

If Daybright recommends any entity in which it has an ownership interest, strategic affiliation, partnership, or other material relationship, that relationship would be fully disclosed to the City in advance of any recommendation or implementation.

The City would retain full discretion to accept, reject, or competitively evaluate any recommended solution.

Compensation Arrangements That Could Influence Recommendations
Daybright may receive standard industry compensation, which can include:

- Insurance carrier commissions
- Administrative service fees
- Consulting fees (if negotiated directly with a client)
- Vendor-paid compensation where customary and lawful
- Volume incentives or performance-based compensation, where applicable

Daybright's policy is that compensation arrangements must never override the obligation to act in the client's best interest.

daybright™ FINANCIAL

Any compensation associated with the City of Ennis' program would be disclosed fully during negotiations and throughout the engagement.

Conflict Identification, Disclosure & Mitigation Process
Daybright utilizes internal controls and management oversight to identify and mitigate potential conflicts of interest, including:

- Review of compensation sources associated with recommended vendors
- Leadership oversight of placement and recommendation practices
- Requirement to disclose material vendor relationships when relevant
- Separation of client strategy decisions from compensation considerations
- Ongoing management review of ethical and compliance standards

Where a potential conflict is identified, Daybright will promptly disclose the matter to the City and work collaboratively to determine an appropriate path forward.

Commitment to Independent Recommendations
All recommendations provided to the City of Ennis will be based on objective criteria, including:

- Cost competitiveness
- Contract terms
- Service capabilities
- Financial stability
- Performance guarantees
- Operational fit with the City's needs
- Long-term value and sustainability

Vendor relationships or compensation structures will not be the determining factor in any recommendation.

Commitment to Transparency
Daybright values the trust placed in us by public sector clients and understands the heightened accountability that accompanies public procurement.

We welcome scrutiny, support full disclosure, and are committed to maintaining a transparent partnership with the City of Ennis at all times.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICEUSEONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Daybright Financial

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Jordan Noel

Signature of vendor doing business with the governmental entity

04/26/2026

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1452774

Date Filed:
04/24/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Daybright Financial
Irving, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Ennis

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 26-115-10
Employee Benefits Brokerage and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Daybright Financial	Irving, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jordan Noel, and my date of birth is 10/13/1986.

My address is 7301 State Highway 161, Suite 100, Irving (city), TX (state), 75039 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 26th day of April (month), 20 26 (year).

Jordan Noel
Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[FROST] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

Frost Response

CONTACT INFORMATION

Company:
Frost

Email:
meaghan.geary@frostinsurance.com

Contact:
Meaghan Geary

Address:
640 Taylor Street
Fort Worth, TX 76102

Phone:
N/A

Website:
N/A

Submission Date:
Apr 23, 2026 3:56 PM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

COE_-_SOQ.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

2026_W9_-_Frost_Insurance_Agency,_Inc..pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

Compensation_Structure_Options.pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

COE_-_CIQ.pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

Form_CIQ_-_COE.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Form_1295_Certificate_101527621.pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed

CITY OF ENNIS

Employee Benefits Brokerage and Consulting Services
Ref # 26-115-10

Presented By

Frost Insurance Agency, Inc.
640 Taylor Street
Fort Worth, TX 76102

Meaghan Geary

Employee Benefits Consultant
817-223-1052
Meaghan.Geary@frostinsurance.com

Frost

Meaghan Geary
Frost Insurance Agency, Inc.
640 Taylor Street
Fort Worth, TX 76102

City of Ennis
Purchasing Department
107 N. Sherman St.
Ennis, TX 75119

RE: Employee Benefits Brokerage and Consulting Services Ref # 26-115-10

Dear Honorable Mayor and City Commission,

Frost Insurance is pleased to submit our proposal in response to the City of Ennis Request for Proposals for Employee Benefits Services. We appreciate the opportunity to support your efforts in delivering high-quality, cost-effective benefits to your valued employees.

As a firm with over 25 years of experience in employee benefits consulting and administration, we understand the importance of responsive service, innovative solutions, and regulatory compliance. We are confident in our ability to meet and exceed the expectations outlined in the RFP.

This letter certifies that Frost Insurance has the expertise, personnel, equipment, time, and resources available and are committed to successfully executing this project. Our experienced team is prepared to begin work immediately upon award, and we have allocated the necessary internal capacity to ensure uninterrupted and dedicated service throughout the contract term. Our project team includes licensed benefits professionals, compliance specialists, and client service managers who will work collaboratively with your city's staff to deliver a seamless and supportive experience.

We are enthusiastic about the opportunity to partner with the City of Ennis and are committed to providing services that enhance employee satisfaction, reduce administrative burden, and optimize plan performance.

Thank you for your consideration. We welcome the opportunity to present our approach in more detail and look forward to the possibility of working together.

Sincerely,

DocuSigned by:
Meaghan Geary
849B52ADC5A6473...

Meaghan Geary

Frost Bank is a subsidiary of Cullen/Frost Bankers, Inc. NYSE Symbol: CFR, a Texas financial services company offering banking, investments and insurance.

A. Firm Experience & Public Sector Expertise

Frost Insurance is a leading insurance brokerage and risk management firm headquartered in Texas and a subsidiary of Cullen/Frost Bankers, Inc., a publicly traded financial services organization with more than 150 years of service to businesses and public institutions across the state.

Frost Insurance provides a full range of services including employee benefits consulting, property and casualty brokerage, risk management consulting, compliance support, claims advocacy, and analytics. Our team works closely with clients to develop integrated strategies that address employee wellbeing, operational risk, and financial stewardship.

Frost ranks among the top insurance brokers in the United States and is known for delivering high quality service, strong market relationships, and long-term client partnerships.

Frost provides comprehensive employee benefits consulting including plan design strategy, carrier marketing, renewal negotiations, compliance guidance, employee communications, and ongoing program management.

Our consultants leverage advanced analytics platforms including Springbuk, Bnchmrk, and Blue Raven to analyze claims data, benchmark plan performance, and identify cost drivers. These tools support data driven decisions that help organizations manage healthcare costs while maintaining competitive benefit programs.

Since its establishment, Frost Insurance Agency, Inc., has maintained a strong focus on public entities, with client relationships dating back to the early 1970s. The firm has a dedicated team of professionals focused on supporting and expanding public entity partnerships statewide.

In addition, Frost Insurance Agency, Inc. and Frost Bank actively maintain memberships, sponsorships, and participation in key public-sector associations, including Texas PRIMA and TASBO, through conferences, trade shows, and regional events.

Frost Insurance has extensive experience working with municipalities, public agencies, and governmental employers throughout Texas. Our team understands the operational, regulatory, and financial considerations that public entities face when managing employee benefits programs and risk exposures.

Frost serves and has successfully supported multiple municipal clients, including the City of Ennis, among others. Currently Frost manages benefits a number of public entities similar in size to the City of Ennis, specifically the City of Gonzales, the City of Devine and Travis County Emergency Services. These clients are comparable in size, complexity, and organizational structure, allowing Frost to apply proven strategies that balance fiscal responsibility with competitive benefit offerings. Frost's scalable model ensures that service delivery is aligned to workforce size, operational needs, and long-term goals.

Our experience with public sector clients enables us to provide strategic guidance, transparent fee structures, and responsive service that align with the needs of governmental organizations.

B. Key Personnel & Account Team

Grounded in Frost's core values—Integrity, Caring, and Excellence—Frost Insurance's consulting philosophy emphasizes long-term strategic partnership. Frost Insurance aligns plan design and funding strategies with organizational goals through ongoing claims analysis, benchmarking, and renewal forecasting, supported by proactive communication. Our goal is to work with our clients to identify their priorities and then build individualized solutions for the needs of their specific company and employee base.

Frost Insurance is a relationship-centered, team-based agency designed to meet clients where they are. Rather than focusing on fixed client-to-consultant ratios or one-size-fits-all service models Frost is designed to address the individual needs of each client we work with. Each client is assigned a Lead Consultant for strategic oversight and relationship management, supported by a cross-functional Employee Benefits team that includes senior account executives, compliance leaders, analysts/former underwriters, and subject-matter specialists. Frost Insurance tailors team composition and capacity to the size, complexity, industry, and unique needs of every organization.

Frost has assigned an account management team comprising of a dedicated Client Executive who will take the lead in strategic discussions concerning marketing and insurance placement, product availability, coverage gaps, market trends and services. They will spearhead renewal discussions, negotiate with carriers, and facilitate open enrollment meetings.

Furthermore, Frost has appointed a Senior Account Executive exclusively tasked with handling day-to-day requirements. Services include contract reviews for insurance requirement compliance, meeting scheduling, application processing, marketing and insurance placement, loss prevention, and claims administration.

Our corporate team actively engages with our clients, addressing health initiatives, fostering a positive culture, ensuring compliance, facilitating client portal usage, and resolving technology platform issues directly.

The Frost team includes professionals holding respected industry credentials such as Certified Employee Benefits Specialist (CEBS), Chartered Insurance Counselor (CIC), Professional in Human Resources (PHR), and SHRM-CP designations, along with licensed Life and Health consultants. Compliance services are led by CEBS-certified and J.D.-trained professionals with specialized expertise in ACA, ERISA, HIPAA, COBRA, and public-sector regulatory requirements.

Availability and responsiveness are core to Frost's service philosophy. Teams are structured to provide timely support, backed by documented workflows and shared systems that ensure service continuity. Clients benefit from clearly defined escalation paths, scheduled service meetings, and consistent access to subject-matter experts.

All activity is documented in Frost Insurance's agency management system to ensure continuity, visibility, and consistent quality across the team. This structure ensures strategic continuity, responsiveness, expertise, and scalability, allowing clients to benefit from the full capabilities of Frost Insurance's Employee Benefits practice rather than relying on a single individual.

Areas of Expertise

Frost Insurance delivers comprehensive employee benefits consulting with the strength of a large national broker and the personalized service of a Texas-based agency:

- Strategic Consulting & Brokerage: Plan design, funding strategies, renewal management, vendor selection, and ongoing performance oversight.
- Underwriting & Financial Strategy: Former carrier underwriters on staff strengthen renewal narratives, challenge carrier assumptions, and drive improved pricing outcomes.
- Claims Analytics & Benchmarking: Data-driven insights to inform strategy, clinical programs, and trend mitigation.
- Cost Management & Trend Reduction: Provider contract redevelopment, transparency initiatives, case and disease management enhancements, chronic condition strategies, pharmacy optimization (step therapy, prior authorization, transparent PBM pricing, POS rebate credits), and custom population health programs.
- Benefits Technology & Tools: Enhanced benefits technology solutions, advanced analytics platforms, and a robust Frost Client Portal for on-demand resources.
- Compliance & Governance: Embedded compliance support across ERISA, ACA, HIPAA, COBRA, FMLA, Section 125, and related mandates—along with model notices, document review, an HR Hotline, and educational webinars.
- Wellness, Communications & Engagement: Custom wellness programs, communication strategies, and engagement tools that guide members toward cost-effective, high-quality care.
- Innovation & Market Trends: Tuition assistance programs; mental health and legal benefits; advocacy and navigation solutions; discount apps; virtual wellness platforms; direct contracting; reference-based pricing; carve-outs; and pharmacy cost innovations—supported by insights from Frost Insurance's annual Employee Benefits Trend Study.
- Service Center Support: Plan member assistance to reduce administrative burden on HR and Finance and enhance the employee experience.

What Distinguishes Frost Insurance

- Dedication to Customers and Their Employees: Frost believes a benefits program is only effective if employees understand and value it. That is why we prioritize the employee experience, not just plan design. Frost provides employers access to Employee Navigator at no cost, delivering a best-in-class online enrollment and benefits administration platform. In addition, Frost supports employee education through tailored benefit guides, bilingual meetings when needed, and direct advocacy with carriers and providers, ensuring employees have help when it matters most.
- No-Cost Benefits Technology & Enrollment Platform: Frost provides employers with access to Employee Navigator at no cost, including implementation, system configuration, ongoing maintenance, and employee support. This eliminates the need for employers to purchase and manage a separate enrollment system, reducing administrative burden, minimizing errors, and ensuring a consistent, high-quality enrollment experience for employees. Frost manages the platform on behalf of the client, allowing HR teams to focus on strategy rather than system administration.
- Relentless Focus on Cost Trend: Frost Insurance addresses the underlying drivers of healthcare cost—not just the annual renewal cycle—to achieve sustainable or negative trend.
- Embedded Compliance Infrastructure: Frost Insurance integrates compliance into every aspect of service, supported by tools, portals, and on-demand expert access.

- Comprehensive Integrated Ecosystem: Strategy, analytics, technology, communications, wellness, compliance, and member support all under one roof—reducing vendor complexity and increasing accountability.
- Industry Expertise & Cultural Alignment: As a bank-owned independent agency with deep experience serving employers across Texas, Frost Insurance provides unique insight and shared values with the organizations it serves.
- Local Presence with Big-Broker Capability: Frost Insurance combines the personalization of a Texas-based agency with the sophistication and resources of large national firms.

Frost Insurance delivers measurable financial improvement, enhanced employee experience, and expanded capacity for HR and Finance teams—through a flexible service model, deep technical expertise, robust compliance support, and continuous innovation. This blend of operational excellence and client-centered values positions Frost Insurance as a long-term, strategic partner for health and welfare benefits.

	**Meaghan Geary, Senior Vice President - Consultant / Broker** Meaghan Geary is a seasoned Employee Benefits Consultant and Vice President at Frost Insurance, where she has been a key team member since 2016. With over a decade of experience in human resources and benefits consulting, she specializes in designing and optimizing employee benefits programs that align with business goals. Her expertise includes group health plans, wellness initiatives, voluntary benefits, and cost-containment strategies. Meaghan's background in HR gives her a unique perspective on compliance, employee engagement, and program implementation. She is committed to delivering innovative, data-driven solutions that enhance employee well-being while ensuring financial sustainability for her clients. Meaghan currently services 40 other client accounts.
	**Jim Dickerson, CIC – Market President** Jim brings over 34 years of experience to the Frost Risk Management team. Jim beganhis insurance careeras a claims representative withChubb Group of Insura nce Companies. During his 16 years there he served in various roles including claims manager and commercial underwriting. He served as Adjunct Professor at El Centro College in Dallas developing and conducting claims adjuster license training classes consistent with the Texas Department of Insurance regulations. Jim joined Frost in May 2004 and is a past board of director's president for the Independent Insurance Agents of Tarrant County.
	**Elidia Ortiz, Senior Vice President – Senior Account Executive** Elidia, Senior Account Executive, brings over 25 years of experience to the Frost Insurance Employee Benefits team. Elidia carries strong analytical and negotiation skills and has business acumen with a problem-solving attitude. She develops strong and long-term client relationships while focusing on maintaining a superior customer service level, operational excellence and strategic insight. She prepares implementation plans and leads clients on board, presents content strategies and mid-year and annual review plans. Elidia is fluent in Spanish.



Jessica J. Watts, CEBS, Senior Vice President – Compliance Supervisor

Jessica serves as our Compliance Supervisor for the Employee Benefits practice of Frost Insurance. Jessica consults on employee benefits matters, including health care reform compliance, for Frost clients across Texas. Previously, Jessica was Vice President, Benefits Compliance at NFP Corp. for 7 years, where she was a contributing author of the biweekly *Compliance Corner* newsletter and provided benefits compliance support under both federal and state law for clients of all sizes nationwide.

Jessica has recently received the Carolyn Goodwin Volunteer of the Year Award, Tom Schilling Outstanding Texan Award and the Hollis Roberson Award as this year's Texas state convention of the National Association of Benefits and Insurance Professionals (NABPIP-Texas). She was also selected as the winner of the "Capital, Financial, and Insurance Services" category among five finalists at the Austin Under 40 yearly Fundraising Gala.



RJ Laielli, J.D Vice President, Compliance Consultant

RJ is a Frost Insurance vice president and employee benefits compliance consultant serving clients in the Austin region and throughout Texas. In his role, RJ supports Frost Insurance by offering advice and consultation to internal and external customers on a wide range of compliance issues from human resources, risk management, employee benefits and related regulations.
He joined Frost Insurance in July 2024 and brings with him 4 years of insurance industry experience. Before joining Frost, RJ led the Plan Document Operations team at NFP Corp. where he oversaw the creation and drafting of Wrap Plan documents, Summary Plan descriptions, a summary of Material Modifications, Section 125 Cafeteria Plans and more for clients of all sizes. His management ensured these clients maintained compliance with ERISA and other relevant regulations.
He received a Bachelor of Arts in general studies from the University of San Diego, holds a Juris Doctorate from the University of California, Hastings College of Law and is licensed to practice law in Texas.



Suzi Anderson, Assistant Vice President – Analytics

Suzi has been in the financial industry for over 29 years. She is responsible for our financial analysis and projections for clients on a statewide basis. She works closely with administrators and carriers to gather the necessary data to track and monitor plan performance on a regular basis, allowing Frost to identify spending trends for our clients. Through this identification and the use of our data warehouse partner, Suzi can pinpoint areas that clients may need to focus on or make changes to help control the costs of their plan and ultimately save money while providing information that may also help integrate with our wellness practice. Suzi received her Bachelor of Science in Business Administration from Black Hills State University and a Master of Administrative Studies from the University of South Dakota. She is a Certified Employee Benefits Specialist (CEBS) and a Certified Insurance Service Representative (CISR). Suzi also holds a Group I Insurance License.



Ed Barba – HRIS Implementation Coordinator

Ed Barba has over ten years of experience with human resources, project management, system implementations and data analytics with multiple platforms that include ADP, Benefitsolver, Ultipro and Workday.
His passion for utilizing proactive thinking drives him to identify system challenges and provide solutions to meet and exceed client expectations.

	**Alyssa Morgan – Compliance Assistant** Alyssa is a compliance assistant with Frost Insurance supporting the statewide employee benefits practice. She is responsible for ensuring the company's insurance policies and practices comply with applicable laws and regulations. In her role, she also helps support lines of business teams on compliance requirements, best practices, and emerging regulatory risks.
	**Leah Passingham, CPRM - FIA Business Development Specialist and Client Resource Coordinator** Leah Joined Frost in 2017, she has worked in the insurance industry for 8 years. She provides customer support and training for Frost client resources. She is a Certified Personal Risk Manager (CPRM), licensed in Life and Health Insurance, as well as holding a general P&C license.

C. Approach to Benefits Strategy & Cost Containment

Frost Insurance delivers a comprehensive and data-driven approach to benefit plan analysis and design, supported by a multidisciplinary team structure, sophisticated analytics, deep underwriting expertise, and proven methodologies. Our capabilities are grounded in both the processes and tools outlined throughout the attached RFP responses.

1. A Dedicated, Cross-Functional Team of Experts

Frost Insurance structures every engagement around a specialized Employee Benefits team that includes:

- Former carrier underwriters
- Financial and claims analysts
- Compliance professionals (including CEBS-credentialed experts and J.D.-trained consultants)
- Data and benchmarking specialists
- Wellness, pharmacy, and communication subject-matter experts

This team-based model ensures that plan analysis and design are informed by clinical, financial, regulatory, and market perspectives—not solely high-level consulting.

2. Robust Claims Analysis & Financial Modeling

Frost Insurance provides in-depth claims, utilization, and cost-driver analytics using industry-leading platforms, including Springbuk, Bnchmrk, Blue Raven, and partnership support from Wakely Consulting, an independent actuarial firm. These tools allow Frost Insurance to:

- Identify high-cost claimants and trend drivers
- Forecast projected renewal and multi-year costs
- Model plan design alternatives
- Evaluate chronic condition impact
- Develop reserve and funding-level projections for self-funded clients

Frost Insurance also delivers monthly, quarterly, and annual reports detailing medical/Rx spend, high-cost claim summaries, plan performance vs. budget, and PEPM metrics.

3. Sophisticated Underwriting Capabilities

Frost uses a combination of in-house and third-party actuarial resources to enhance the accuracy and effectiveness of plan design and cost modeling. This provides unique insight into how carriers price risk and enables Frost Insurance to:

- Build persuasive and data-supported renewal narratives
- Challenge carrier assumptions, trend factors, and credibility models
- Conduct independent renewal projections
- Negotiate more favorable rating methodologies and performance guarantees

4. Benchmarking to Guide Plan Competitiveness

Using Bnchmrk and other data sources, Frost Insurance benchmarks:

- Plan designs
- Premiums and contributions
- Market prevalence of cost-sharing models
- Funding arrangements

This comparison ensures that each employer's benefits are competitive within their industry, geography, and employee demographic.

5. Evaluation of Funding Alternatives

Frost Insurance provides comprehensive analysis of funding options that include:

- Fully insured
- Level-funded
- Self-funded
- Reference Based Pricing
- Healthcare captives
- Stop-loss strategies and attachment point modeling

We model expected claims, fixed costs, volatility ranges, and budget impacts, helping employers select the funding approach that best aligns with their risk tolerance and financial goals.

6. Plan Design Modeling & Scenario Analysis

Frost Insurance evaluates multiple plan design levers to support cost management and member experience, including:

- Deductible/copay/coinsurance adjustments
- Network tiering, alternative networks, and direct contracting
- Pharmacy program design (step therapy, PA enhancements, biosimilars, carveouts)
- Wellness and condition management integration
- Consumer-driven health plan strategies (HSA/HRA)

Each scenario includes both financial impacts and member disruption considerations.

7. Strategic, Long-Term Benefits Planning

Frost Insurance develops multi-year benefits strategies designed to optimize cost, sustainability, and user experience. This includes:

- Trend projections over multiple years
- Long-term goals for plan evolution
- Funding and reserve planning
- Integrating wellness, disease management, and pharmacy strategies into overall plan objectives

The long-term approach ensures that plan design decisions are proactive rather than reactive.

8. Embedded Compliance Oversight

Frost Insurance integrates compliance into all plan design evaluations, ensuring adherence to:

- ERISA
- ACA
- HIPAA
- COBRA
- Section 125
- FMLA and state-specific mandates

Compliance reviews occur during onboarding and annually supported by the Frost Client Portal, HR Hotline, LMS, and ongoing legislative updates. Our goal is not only to ensure that plans are not only affordable and efficacious, but that they meet the regulatory guidelines of all governing bodies involved in employer sponsored healthcare.

9. Clear, Actionable Recommendations

All analyses culminate in detailed, decision-ready outputs, including:

- Renewal strategy documents
- Plan design comparison grids
- Financial models and projections
- Disruption studies
- RFP market analyses and finalist recommendations

Frost Insurance's focus is on clarity and actionability, not just reporting numbers.

Frost Insurance provides deep, multi-disciplinary expertise in benefit plan analysis and design by combining:

- Advanced analytics and actuarial modeling
- Former-underwriter insights
- Comprehensive benchmarking
- Strategic plan design modeling
- Alternative funding evaluation
- Embedded compliance support
- A full cross-functional benefits team

This integrated, data-driven framework ensures employers receive insightful, accurate, and forward-looking recommendations that optimize both cost efficiency and the employee experience.

At Frost, our approach surrounding the renewal of health insurance policies starts well in advance of the renewal ever being released. Our goal is to analyze claims and determine client priorities throughout the year and then use our mid-year meetings to make decisions on what initiatives we will focus on at renewal. In doing so, we can avoid much of the stress and rush of making multiple decisions on a truncated timeline when the renewal is released. If these

decisions are not made well in advance, then we will only set ourselves and our clients up for failure and run the risk of mistakes being made in the implementation process. By the time the renewal is released there simply is not enough time to fully evaluate different funding strategies.

City of Ennis Proposed Timeline

Milestone	Responsible Party
Broker Transition, Communications and HR Onboarding	
Program Review	Frost
Data Request for Broker Transition	Frost/COE
Company Profile Sheet, BAA, Eligibility Management Agreement	Frost/COE
Frost Benefit Guide and Broker Contact Sheet Delivered	Frost
HR Portal, HR Hotline, LMS - Credentials, Demo and Training	Frost/COE
Compliance, Wellness	
Compliance Survey Sent	Frost
Compliance Survey Completed	COE
Compliance Survey Review and Recommendations	Frost/COE
Wellness Discussion - Frost Resources, Carrier Programs, Etc	Frost/COE
Mid-Year Review (Ensued by Quarterly Utilization & Financial Reviews)	
Mid Year Review	Frost/COE
Pre-Renewal Through Renewal Recap	
Pre-Renewal Strategy Meeting, Communications Review	Frost/COE
Employee Survey Deployed - Interests & Satisfaction	Frost
Order Claims & Utilization Reports from Carriers	Frost
Census Request & Instructions; Option to Pull from Employee Navigator	Frost
Renewals Due from Carriers	Frost/Carriers
RFP Released to Market	Frost
RFP Due from Market	Frost
Order Disruption Reports from Competitive Alternate Carriers	Frost
Presentation of Renewals, RFP Results & Recommendations	Frost
Determine enrollment format including enrollment dates, location(s)	Frost/COE

Final Decisions due - Plans & Contributions	COE
Enrollment Material Ordered	Frost
Updated Employee Navigator	Frost
Decision Assist Tool Onboarded	Frost/COE
Benefit Guide & Open Enrollment Presentation Delivered	Frost
Employee Navigator Review	Frost/COE
Conduct Employee Enrollment Meetings - Live, Digital & Recorded	Frost
Open Enrollment Closes, Changes Processed	Frost
Go Live Date	Frost/COE
Plan Document Review; Renewal Recap	Frost/COE

D. Demonstrated Success & References

Frost Insurance delivers measurable results through disciplined cost-management strategies, data-supported negotiations, and optimized plan designs. Financial and utilization reporting demonstrates improvements in cost trends, risk mitigation, and overall program performance for both public and private sector clients.

Client retention is a hallmark of Frost's approach. Long-standing relationships with public entities reflect the firm's commitment to consistent service, transparent communication, and tangible results. Frost's consultative model fosters trust and positions the firm as a long-term strategic partner rather than a transactional vendor.

References from both public and private sector clients, including the City of Ennis, are available and confirm Frost's effectiveness in service delivery, responsiveness, and overall program management.

Frost has brought multiple strategies and recommendations to The City of Ennis. This includes multiple TPA / Network changes, enhancements and changes to the Medical Stop Loss contracts, Pharmacy Benefit Manager (PBM) changes and analysis, Ancillary coverage enhancements, etc. Based on historical performance and continued pressures from health care trends increase along with a competitive employment environment, here are a some recommend strategies that we will continue to pursue.

1. ***Healthcare Captives:***
   Captives are pooling programs for employers to leverage larger risk pools to decrease the impact of high-cost claimants, reduce stop-loss insurance volatility, access to competitive contracts not available in the open market, and potentially add programs to enhance member care and experience. Frost presented *Pareto Healthcare* in 2024 to City of Ennis. Pareto is the largest and healthiest Healthcare Captive in the US. With more than a dozen self-funded clients placed in the Pareto Captive, Frost will continue to pursue this as an alternative option to traditional placement of stop-loss coverage.

2. ***Pharmacy Carve-Out***: Pharmacy continues to be on pace to be the highest rising cost to healthcare. Traditionally, COE has bundled the pharmacy benefits with the medical administrator. In 2025 Frost recommended a change to the prescription drug management which has already seen substantial savings. We recommend continuing to explore carving out the PBM and considering an independent PBM. These independent PBM have access to programs, pricing, and rebates that can result in better outcomes financially for both COE and the employees.

3. ***Direct Contracting Programs***: Self-Funded plans have the unique ability to add on programs that operate outside of the primary medical plan. These programs are referred to as "Direct Contracting Programs". Examples of this would be adding a zero-cost healthcare services network for members. Programs like *Lantern, KissX, ZERO, or First Stop Health* allow members to have access to healthcare services such as imaging, certain orthopedic procedures, colonoscopies, planned surgical procedures, etc. at zero out of pocket to the member. These programs have direct contracts with a network of providers and facilities that have high standards of care and patient outcomes at a lower cost. Frost is continuing to analyze these programs effectiveness and opportunity for COE.

4. ***Benefits Operating Systems:*** A common challenge for HR teams and employees is managing the many components of a health benefits program. Technology has improved access, understanding, and utilization of benefits while reducing administrative burden. Frost Insurance provides employers with access to Employee Navigator at no cost, covering 100% of the platform, including implementation, maintenance, and ongoing support. This eliminates the need for employers to purchase and manage a separate system, reduces errors, and allows HR teams to focus on higher-value initiatives.

5. ***Chronic Illness Cost Mitigation:*** An employer with a population of members like COE can expect to see chronic illness consistently be a driving factor in cost trends. For example, we continue to see cancer diagnosis and treatments atop the high-cost claim report for COE. 44% of all cancer diagnosis occur before the age of 65. A strategy that has shown itself to be effective in both improving the cost of cancer treatment but also the quality of life for the patient is launching an employer sponsored *Galleri Test. Galleri* testing is a blood test that tests for cancer and identifies genetic markers for 50 different types of cancers. Employers that sponsor this testing for employees and their enrolled dependents (typically for ages 50+) and catch just a single case of cancer in stage 1 or 2 can see a dramatic decrease in treatment costs as well as prognosis for the participant. Galleri testing typically costs about $900 per test.

As City of Ennis continues to navigate rising healthcare costs, evolving workforce needs, and ongoing market pressures, these strategies collectively position the organization for stronger long-term stability and improved member experience. By leveraging innovative funding arrangements such as healthcare captives, exploring enhanced pharmacy strategies, evaluating direct contracting opportunities, adopting modern benefits operating systems, and proactively addressing chronic illness costs, City of Ennis can continue to strengthen both financial performance and employee well-being. Frost remains committed to presenting data-driven solutions, monitoring market trends, and providing strategic guidance to ensure COE's health plan remains competitive, sustainable, and aligned with the needs of its employees and their families.

Frost Insurance Agency implemented COE's current medical plan designs in 2016, introducing a reference-based pricing consumer-driven health plan. This strategy significantly reduced employee premium costs, generating over $1 million in savings in the first year alone. Since implementation, Frost has continued to maintain substantially lower overall plan costs compared to traditional self-funded and fully insured programs through the use of the reference-based pricing model.

Over the past decade, Frost has partnered with City Managers, CFOs, and HR leadership to simplify and strengthen COE's self-funded program. Through targeted education and ongoing strategic guidance, we have improved understanding and decision-making around stop-loss structures, aggregate funding, pharmacy strategy, and direct contracting with local hospital systems. These efforts have led to more informed plan management, stronger cost control, and improved alignment between employee contributions and employer funding, ultimately supporting the long-term financial sustainability of the program.

E. Service Model & Responsiveness

Frost Insurance Agency, Inc., brings a uniquely structured service model, deep technical expertise, and a commitment to continuous innovation that positions us as an ideal partner for The City of Ennis's health and welfare consulting needs. Our approach is centered around delivering measurable results, elevating employee experience, and supporting your HR and Finance teams with the resources, tools, and insights they need to make informed decisions.

Throughout our history, Frost has been committed to our core values of integrity, caring and excellence. Our organizational culture is built off these values and we believe they align tightly with the values at the City of Ennis; *Integrity, Teamwork, Innovation, Excellence, Accountability.* Frost Insurance is designed and equipped to bring "big broker" capabilities to organizations that are wanting to build a long-term relationship with a local, Texas-based agency that will help them grow and prosper.

A Relationship-Centered, Team-Based Service Model

Frost does not believe in fixed client-to-consultant ratios or one-size-fits-all service structures. Instead, resources are assigned thoughtfully based on the size, complexity, and needs of each client. While every client has a dedicated consultant who provides strategic oversight and relationship management, each engagement is supported by a collaborative Employee Benefits team that includes:

- Consultants
- Account managers
- Compliance leaders
- Analysts
- Subject-matter specialists

This structure ensures strategic continuity, depth of expertise, responsiveness, and scalability—allowing City of Ennis to benefit from the full capabilities of our Employee Benefits practice rather than relying on a single individual.

Frost Insurance deploys a service model with service standards that are institutionalized across our organization, yielding seventeen straight J.D. Power and Associates awards for Customer Satisfaction. Our President, Paul Bracher, takes great pride in this honor as something not to brag on, but rather be proud of as a testament to over 150 years of doing right. Frost team members are accountable to this standard, which can be summed up in three points:

- Treat all administrators and contacts as if they are your largest customer; Assist all employees and dependents as if they were your family members
- Operate with integrity, caring and excellence
- Achieve an exemplary score on your quarterly agency management software audit*

*This software tracks all pertinent interactions and deliverables with customers and their employees/dependents.

Our service model delivers excellent responsiveness and continuity, as team members strive to provide same day turnaround to phone calls and emails while our agency management software documents interactions for team visibility and reference. This service model also builds in accountability metrics for our local Service Manager, Director of Account Management, and Market Presidents. Specifically:

- We have institutionalized a 24-hour or less standard response time to calls and emails across our organization, with back-up personnel identified when someone is traveling or unavailable. Our clients have our personal cell phone numbers as well.
- For claims issues, our objective is to acknowledge issues the date of receipt and begin working them on the same day.
- For eligibility issues sent to our dedicated e-mail address and eligibility personnel, these have a 24–72-hour processing time. We acknowledge e-mails sent to the eligibility team with a response. All eligibility requests are tracked in EPIC, our internal agency management system, with full team visibility and accountability. This will be important to the City of Ennis in the event of a carrier/vendor change where an EDI feed or API connection is temporarily suspended.

Frost Insurance Agency, Inc. offers a comprehensive suite of HR consulting services designed to support employers across compliance, workforce development, HR operations, and day-to-day human resources administration. Through our HR Hotline, Client Portal, learning systems, and specialized HR tools, we function as an extension of your HR team and provide guidance that enhances efficiency, compliance, and employee experience.

Our HR consulting capabilities include direct access to HR professionals who provide guidance on employee relations, state and federal employment laws, discipline and terminations, wage and hour matters, hiring practices, investigations, workers' compensation, and general HR policy support. Clients also receive extensive HR compliance resources through the Frost Client Portal, including a Multi-State Law Comparison tool, an interactive Compliance Calendar, a customizable Notice Builder, and a full Employee Handbook Builder. These tools help employers stay compliant with FMLA, ADA, EEOC requirements, wage and hour rules, and other HR-related regulations.

Frost also supports HR operations through a range of self-service and advisory tools, such as salary benchmarking, job description development, employee cost calculators, compensation statement builders, and HR self-assessment tools. For recruitment and performance management, we offer structured interview question builders, performance review builders, and resources that help HR teams develop consistent, legally sound processes. Our Learning Management System provides more than 170 mobile-friendly training courses on topics such as harassment prevention, HIPAA, leadership, safety, mental health, diversity, workplace conduct, and compliance-required education.

In addition to these services, Frost Insurance has maintained HRIS Implementation Coordinators for more than 10 years, supporting clients with employee benefits data integration into various HR technology platforms. While every employer's HR technology needs differ in scope, budget, and system complexity, Frost provides technical insight and administrative support to help optimize HR workflows. Although we do not position ourselves as a proprietary HR technology consultant, recognizing the rapidly changing technology environment and cyber-security risk landscape—we partner with a vetted network of technology vendors who meet strict standards through Frost's vendor management process. These partners can support systems such as benefits administration, leave management, payroll integration, and other HR platforms.

Our leading-edge benefits enrollment and HR technology solutions are designed to streamline administration, reduce errors, and improve the employee experience. To support these systems, Frost offers HR administrative and business services, technical support for system integrations, platform insights and standards, continuous improvement of workflow processes, and management of vendor relationships. This allows clients to maintain secure, efficient, and well-supported HR technology ecosystems while keeping direct system ownership and risk management in the hands of the technology provider.

Together, these capabilities enable Frost to deliver comprehensive HR support that strengthens HR operations, ensures compliance, enhances employee communication, and provides employers with the tools and resources needed to manage their workforce confidently and efficiently.

F. Compliance & Regulatory Expertise

Frost Insurance clients are routinely scheduled for compliance reviews of their employee benefit group health plans. This review generally occurs shortly upon taking over as the agent of record and encompasses a deep dive into managing compliance with Section 125 of the Internal Revenue Code, COBRA, ERISA, FMLA, HIPAA, the Patient Protection and Affordable Care Act (ACA), Medicare/TRICARE, Taxation and Nondiscrimination and other Federal Mandates. After the review is complete, clients are provided with a follow-up action plan, with assistance from the Frost Insurance service team, to close any benefits compliance gaps. Our team provides model notices and assigns due dates/schedule calendar deadlines through our internal Agency Management System, Applied Epic, to ensure ongoing requirements.

In addition to the compliance review, our benefits compliance team can help your business by offering:

- Compliance consultants who proactively arm you with the information and resources you need to stay on top of compliance related issues, news, and changes as well as answer your questions and provide both consultative support
- Guidance on matters that are black-and-white, or areas which become gray and necessitate legal advice
- Expertise in the Affordable Care Act, COBRA, ERISA, FMLA, HIPAA, Section 125 and many other federal mandates applicable to employer-sponsored group health plans

With respect to communicating legislative updates to Frost Insurance customers, customers are equipped with opportunities in various formats including webinars, client seminars, an online portal and repository of materials, training, newsletters, and much more. Below is a snapshot of mass communications from our Frost Compliance team.

Newsletter Distribution

- January Employee Benefits Communication
- ACA Special Edition Employee Benefits Communication
- 2026 Federal Poverty Levels Impact Employer Liability Under Pay-or-Play Rules
- HHS Announces HIPAA Audit Program Will Resume
- FAQs Provide New Guidance on Gag Clause Attestation Requirement
- RxDC Special Edition Employee Benefits Communication
- Health Care Cost Spotlight: GLP-1 Medications
- IRA Changes to Medicare Part D May Impact Employer Plans
- May 2025 Texas Legislature Special Edition
- Unlock Expert HR Support Today with Our Frost HR Hotline
- Medicare Part D Notices Are Due Before Oct. 15, 2025

Webinars

Recent webinars featured topics such as:

- Wellness Management Solutions
- Health Savings Accounts: Education, Eligibility and Enrollment
- Addressing Mental Health: Stress- How It Is Affecting You and Your Employees
- Business Continuation Planning.

As always, it is our goal that Frost Insurance remain at the forefront of keeping our customers informed on a regular basis surrounding employee benefit developments.

Client Seminars

Frost Insurance regularly hosts client seminars in Austin, Dallas, Fort Worth, Houston, San Antonio and Victoria, TX. Our clients across the state are invited to attend any seminar which interests them. For example, we previously held a seminar in San Antonio featuring an Investigator from the U.S. Department of Health and Human Services, the Law Firm of Dykema Cox Smith, and a Chief Information Officer from large area employers to discuss what employers can do to safeguard themselves from rising data breaches, hacking, spear-phishing and ransomware attempts and general concerns surrounding the risk in cyber security attacks.

Frost Client Portal

Frost Insurance gives customers access to a Frost Client Portal which allows content customization. Within the Client Portal, customers will have access to a variety of resources, content, and posters focused on state employment laws.

- Access to HR professionals for questions and advice, with a fast turnaround. Customers are granted access to interact with HR professionals through either the portal, or a phone call.
- The online portal provides state by state regulatory information, a state specific handbook builder and frequently updated white papers on breaking news and relevant topics.
- An interactive compliance calendar with milestone dates and email reminders. The calendar makes it easier to stay on top of HR and employee benefits issues, including payroll and IRS filing information, Affordable Care Act required employer reporting, OSHA filing and reporting, ERISA calendar year plan notifications and reporting, EEO reporting, 5500 reporting, HR topics and best practices, and much more.
- Vast library of educational materials for your HR staff, and your employees.
- Online learning management system (LMS) with training courses for employees and management.

Our team members regularly share newsletters and regular communications with clients who have opted in as well as *Compliance Tips* created by our in-house marketing and benefits compliance experts.

As far as monitoring Benefits Compliance internally and legal research capabilities, we have made significant investments to equip Frost Insurance employees with the research capabilities they need, including:

- Thompson Reuters/EBIA Checkpoint, the industry's premiere Employee Benefits Compliance resource
- Zywave University, on-demand training
- HR Hotline, email and phone-based HR, employment and benefits support
- A dedicated employee of Frost Bank, Staff Development, facilitating regular staff training and education

Finally, we encourage memberships for our employees in associations such as: National Association of Health Underwriters (NAHU), Independent Insurance Agents of Texas (IIAT), Society for Human Resources Management (SHRM), International Foundation of Employee Benefit Plans (IFEBP) and many others. We also subscribe to industry subscription resources through BenefitsLink, Business Insurance, and Thompson Reuters/EBIA, which provide regular monitoring for local, state and federal updates which we are then able to utilize to ensure compliance for our clients.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

FROST INSURANCE AGENCY, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

111 WEST HOUSTON STREET, SUITE 1

6 City, state, and ZIP code

SAN ANTONIO, TEXAS 78205

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	5	–	2	7	6	0	7	3	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** *Richard R. Tobar Jr.* **Date** 3-04-2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Frost

Compensation Structure Options

Option 1: Hybrid Compensation Model – Medical PEPM with Ancillary Commissions

Medical plan consulting and related services are compensated on a Per Employee Per Month (PEPM) basis, while ancillary (non-medical) lines of coverage are compensated through standard carrier-paid commissions.

Compensation Structure

- Medical Benefits Consulting and Support Services: set PEPM.

- Ancillary (Non-Medical) Benefits: Frost retains carrier-paid commissions for non-medical benefits, including but not limited to dental, vision, life insurance, AD&D, short- and long-term disability, and voluntary benefits.

Option 2: All-Inclusive PEPM Model (Commission-Free)

This option offers a fully transparent, commission-free compensation structure. All consulting, administrative, and support services across medical and ancillary benefits are included in a single PEPM fee. This fee can either be billed directly to COE, or billed to the medical carrier/TPA.

Compensation Structure

- All Benefits Consulting and Services: Services are billed at an all-inclusive PEPM rate.

- Carrier Compensation: All carrier-paid commissions for both medical and ancillary lines are waived.

Option 3: Flat Annual Fee (Monthly or Quarterly Billing)

This option establishes a fixed annual fee covering all agreed-upon benefits consulting and support services. The fee is not tied to headcount or commission arrangements and is invoiced directly to COE on either a monthly or quarterly basis.

Summary

Each compensation option delivers the same scope and quality of services, differing only in the method of compensation. Frost is prepared to implement the structure that best aligns with COE's financial strategy, governance standards, and administrative preferences.

Frost

To Whom It May Concern,

In response to the Conflict of Interest and Transparency requirements, we confirm that we have conducted a thorough internal review and disclose the following:
At this time, we do not have any actual or potential conflicts of interest that would impair our ability to provide objective and unbiased services to the City.
Specifically:

- We do not maintain any financial relationships with insurance carriers, Pharmacy Benefit Managers (PBMs), third party administrators (TPAs), wellness vendors, or other service providers that would improperly influence our recommendations.
- We do not hold any ownership interests, partnerships, or affiliations with entities that may be recommended to the City in connection with these services.
- We do not have any compensation arrangements that would create a conflict or could be perceived as influencing our professional judgment or recommendations.

Our organization is committed to full transparency and operates under strict internal policies designed to identify, disclose, and mitigate any potential conflicts of interest. These policies include regular compliance reviews, clear separation of advisory and compensation structures, and ongoing training to ensure adherence to ethical standards.
Should any potential conflict arise during the course of our engagement, we will promptly disclose it to the City and take appropriate steps to address and mitigate the situation.
We understand that the City reserves the right to determine whether a conflict of interest exists and to take appropriate action if necessary, including disqualification.
Please feel free to contact us if additional information or clarification is needed.
Sincerely,



Meaghan Geary

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1 Mayor and City Commission Members;
2 City Manager;
Board and Commission members and appointed members by the Mayor and City Commission;
Directors of 4B development corporations;
The executive directors or managers of 4B development corporations; and
Directors of the City of Ennis who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Frost Insurance

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Meaghan Geary

Signature of person doing business with the governmental entity

4/23/2026

Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1452546

Date Filed:
04/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Frost Insurance
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Frost Insurance

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26-115-10
Employee Benefits Brokerage and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[GALLAGHER BENEFIT SERVICES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

Gallagher Benefit Services, Inc. Response

CONTACT INFORMATION

Company:
Gallagher Benefit Services, Inc.

Email:
katrina_onstott@ajg.com

Contact:
Katrina Onstott

Address:
12750 Merit Drive
Suite 1000
Dallas, TX 75251

Phone:
(832) 387-8695

Website:
www.ajg.com

Submission Date:
Apr 24, 2026 12:28 PM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

Gallagher_Responds_to_the_City_of_Ennis_RFP.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

Evidence_Of_Insurance_Arthur_J_Gallagher_&_Co_and_its_Sub_25-26_E&O_$35M_10-15-2025_1603281478_1.pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

City_of_Ennis_Compensation_Structure.pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

6._Conflict_of_Interest_&_Transparency.pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

Form_CIQ.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Form_1295_Certificate_101521670_(1).pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed



April 24, 2026

City of Ennis, Texas Employee Benefits Consulting Services

Gallagher's Response to Request for Statement of Qualifications

Solicitation Number 26-115-10

Natalie Haskett | Benefits Consultant
Betty Gwinn | Sr. Area Vice President, Public Sector Director

Letter of Interest

City of Ennis

Honorable Mayor & City Commission

107 N. Sherman St.,

Ennis, TX 75119

April 24, 2026

Thank you for the opportunity to submit a Statement of Qualifications for Employee Benefits Broker for the City of Ennis, Texas (hereafter “the City”) on behalf of Gallagher Benefit Services, Inc. (Gallagher). **We are confident you will find that Gallagher has the experience, integrity, resources, and innovative people necessary to meet your benefit needs as addressed in our Statement of Qualifications.**

As a trusted partner to public sector organizations, Gallagher understands that strong communities are driven by mission, budget, and people. As one of the nation’s largest insurance brokerage firms, we bring deep public sector expertise, a dedicated local presence, and competitive resources to hundreds of clients across Texas and tens of thousands nationwide.

Our team combines strategic insight with a hands-on, “in the trenches” approach to deliver tailored, cost-conscious solutions for employee benefits, program administration, and enrollment. Through targeted consultation, advanced analytics, benchmarking, and innovative wellbeing and engagement strategies, Gallagher functions as an extension of your human resources team—helping the City develop sustainable, long-term healthcare and cost management solutions.

We appreciate your consideration and welcome the opportunity to serve the City of Ennis.

Sincerely,

Natalie Haskett
Benefits Consultant
Health & Benefits Consulting

Gallagher Benefit Services, Inc.
9442 Capital of Texas Highway N, Suite 950
Austin, TX 78759

Betty Gwinn
Sr. Area Vice President
Public Sector Director

Gallagher Benefit Services, Inc.
9442 Capital of Texas Highway N, Suite 950
Austin, TX 78759

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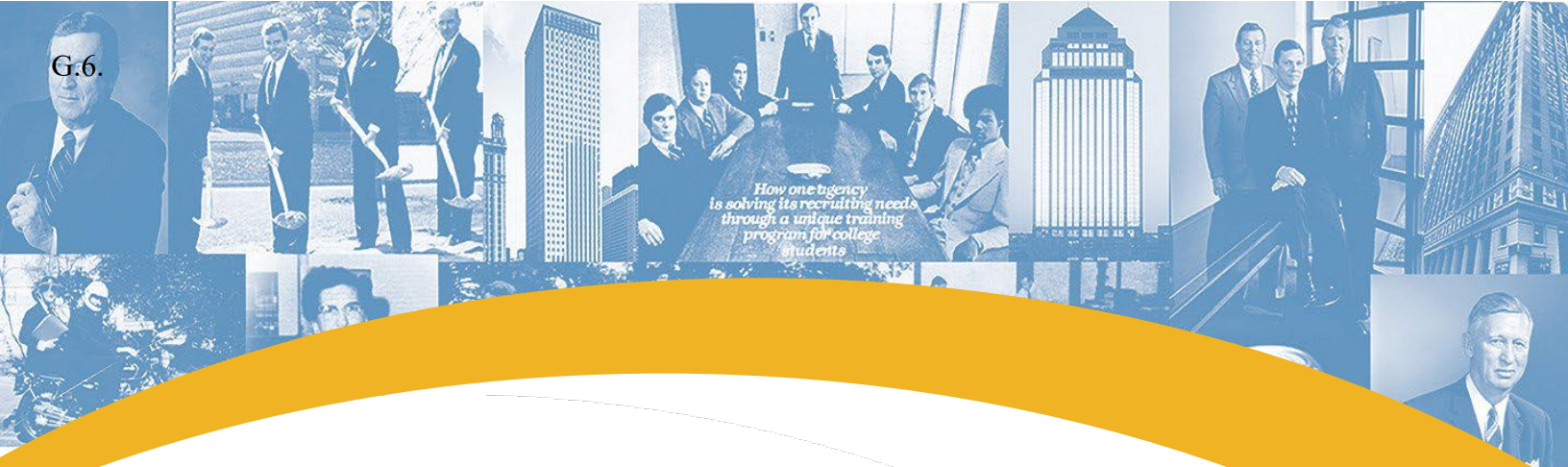


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Statement of Qualifications

A. Firm Experience & Public Sector Expertise –

Municipal Clients, Size/complexity comparable to Ennis, Benefits brokerage experience

ABOUT GALLAGHER

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than $12.9 billion in adjusted revenues, 1,300+ offices globally, and over 71,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations.

Gallagher's history is a compelling story of the insurance business; to learn more visit **ajg.com/about-us/**.



Public Sector Experience

With over 3,000+ public entity and scholastic benefits clients, Gallagher's Public Sector Practice has been dedicated to serving the needs of public employers for over 40 years. We have over 500 professionals on our Public Sector / K-12 team and have placed $2B+ in premium for public sector clients. **In Texas alone, Gallagher has 50+ Public Sector Government clients and 50+ along with an additional 50+ K-12 Public Sector clients.** The City will have a partner with extensive experience working with states, counties, cities and government employers. We have built our Public Sector Practice by bringing together over 200 consultants to share best practices, products, resources, benchmarking and data, and practice specialists to best serve our public sector clients.

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Public sector practitioners at Gallagher have spent decades providing industry-leading solutions in the public sector. We are active in the public sector community, including participation in organizations such as Association of School Business Officials (ASBO), Public Risk Management Association (PRIMA), Government Finance Officers Association (GFOA), National Public Employer Labor Relations Association (NPELRA), National Association of Counties (NACo), International City Managers Association (ICMA) and International Public Managers Association (IPMA-HR). We understand the City faces unique challenges as a public sector employer. Your organization is exempt from certain laws and subject to others that may — or may not — create flexibility and cost efficiency. Tax revenue and other revenue sources are subject to change and drive the design and financing of employee compensation and benefits. Often, collective bargaining agreements and intense public scrutiny affect the City's decisions.

Your Gallagher team takes these factors into consideration. We bring a broad range of public sector-focused solutions and expertise, including work in collective purchasing, benchmarking data and healthcare utilization review and analysis. In addition, with our industry specialization and large number of public entity clients, you have access to a deep reservoir of industry benchmarks.

As a partner with the City, Gallagher will design a strategy that will align investments in employee health, talent management, financial wellbeing and career growth with financial realities in the public sector. We'll help build a better workplace that inspires employees to give their professional best — and help the City meet its business objectives for years to come.

B. Key Personnel & Account Team

Dedicated Team, Certifications, Availability & Structure

Your dedicated service team will provide consistent support throughout our relationship. Led by your Benefits Consultant and Client Manager, the team consists of multiple members who will work closely together to ensure your satisfaction.

The Core Team

Our Core Team structure is strategically designed with you in mind. Our goal is to respond to our client inquiries and requests by the end of the business day or within twenty-four hours. We understand the importance of addressing our clients' needs promptly, and we strive to ensure our clients receive the assistance they require. Our client management team is accessible by phone or email during core business hours, 8 am to 5 pm, Monday through Friday.

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Subject Matter Experts

In addition to the core team mentioned earlier, the City will have access to a range of subject matter experts specializing in areas such as compliance, wellbeing, HR technology, and more.

Your service team has years of experience that make them valuable assets in assisting your organization to grow and expand.



Betty Gwinn | Director, Texas Public Sector Practice

Role for the City: Responsible for overall client satisfaction. Serves as a senior point of escalation and an independent voice for the City.

As Director of the Texas Public Sector Practice, Betty develops human capital strategies, employee benefits, and total rewards packages to attract and retain talent. She works with public organizations and private companies, offering expertise in health system partnerships, clinic strategies, and specialty benefit plans to reduce costs and improve patient experiences.

With experience across professional services firms, health insurers, and employers, Betty is known for her creativity and leadership in forging strategic partnerships in rural communities.



Natalie Haskett | Benefits Consultant

Role for the City: Provides comprehensive strategic direction, working closely with the City to understand their goals, develop strategic plans, and offer guidance.

Natalie began her career in Employee Benefits and Human Resources in 2004, progressing through roles at Benefit Planners, United Healthcare (UMR), and Rackspace before joining Gallagher in 2016 as a Public Sector Consultant. She specializes in human capital strategies, employee benefits, and total-rewards packages.

Natalie is a Certified Human Resources Professional (PHR) and Certified Employee Benefits Specialist (CEBS), a graduate of the Growing Gallagher Greats leadership program, and a recipient of multiple internal awards, including Employee of the Year.

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Brandon DeBar | Area Vice President, Consultant

Role for the City: Provides comprehensive strategic direction, working closely with the City to understand their goals, develop strategic plans, and offer guidance.

Brandon DeBar has been with Gallagher's Public Sector team since 2016, focusing on HR and benefits strategy, client retention, and the development of innovative resources like the TASB Benefits Cooperative. He partners with clients to optimize their benefit programs, offering tailored solutions and guidance on plan design and funding in a dynamic legislative environment.

Brandon holds a Bachelor of Business Administration in Supply Chain Management and Economics from the University of Nebraska and is a licensed Life and Health Insurance Counselor (LHIC).

C. Approach to Benefits Strategy & Cost Containment

Cost Control Strategies

Gallagher understands that employee benefits are essential to supporting employee wellbeing, financial security, and engagement, while reinforcing an organization's mission. With deep experience serving Texas public sector employers, **we leverage a blend of internal expertise, strategic vendor partnerships, value-driven RFP processes, and advanced data analytics to deliver effective, client-focused solutions**.

Rather than relying solely on in-house administration, Gallagher identifies best-in-class, standalone solutions for services such as FSA, COBRA, billing reconciliation, common remitter, and benefits platforms—based on each client's priorities for functionality, efficiency, and support. Our insurer-agnostic approach and marketplace leverage consistently produce measurable RFP outcomes:

Improved benefits at the same cost	Equivalent benefits at a lower cost	Enhanced benefits for less

Through robust reporting, analytics, and targeted benefit communication, we help ensure each benefits dollar is invested where it delivers the greatest value to both the organization and its employees.

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As you move forward, please consider the following case study:

Industry: Texas School District | Size: 1,400 employees

Objective	Strategic Approach	Results Delivered
Establish marketing principles for voluntary benefit programs that are just as robust as those used for medical coverage.	Gallagher worked with internal voluntary benefit and ancillary benefit experts to craft a Request for Proposal (RFP) that would generate apples to apples comparisons of different lines of coverage.	For more than 12 different lines of coverage Gallagher achieved either cost savings with no reduction in benefit value, enhanced benefits with no increase in cost, or both. For example, employees now have 14% lower dental, 18% lower vision, and 20% lower disability costs.

Data Analytics Capabilities

Financial & Actuarial

Your Financial and Actuarial consultant, part of your core team, provides services including underwriting, actuarial analysis, reporting, claims analysis, renewal review, forecasting, and financial consulting. We deliver financial utilization tracking reports to benchmark performance and identify cost drivers, aiding in program cost reviews, trend identification, and renewal negotiations. Gallagher's proprietary algorithms help manage medical risk by capturing, diagnosing, and optimizing claims data, and offering predictive and prescriptive modeling for high-risk consumers.

Reporting

Gallagher customizes reporting packages to meet your organization's exact needs. We will work with you at the beginning of the program to identify the reports you require and the frequency you'd like to receive them.

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Analytical Tools

The tools above are designed to provide current information on trends and analytics, bringing complex data into focus and helping clarify your long-term strategy.



Financial

Gallagher will provide financial utilization tracking reports with varying levels of analysis. This allows us to benchmark performance and identify cost drivers that are favorable or unfavorable. This data is invaluable when reviewing program costs, identifying trends, and negotiating renewals.

Gallagher can customize your reporting package to meet your City's exact needs. We will work with you at the beginning of the program to identify the reports you require, including an analysis of actual claims to budget, tracking large claims, and identification of plan costs by specific lines of coverage.

Gallagher's solutions use proprietary algorithms to uncover, pinpoint, and automate the information process to help you manage your medical risk across the health plan. We capture, diagnose, and optimize actual claims data and provide predictive and prescriptive modeling for high-risk consumers.

Underwriting and Actuarial Services

Our FAC team provides critical actuarial and underwriting services for testing assumptions regarding various enrollment scenarios and benefit designs. They review data in a data warehouse and provide customized benchmarking information based on your demographics, geography, and industry.

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We provide underwriting and actuarial support to our clients, including but not limited to:

- Underwriting the plan independently from the insurance carrier.
- Projecting renewal rate actions before the renewal.
- Identifying financial objectives, goals, and risk tolerance
- Forecasting total plan cost and offering alternate cost-saving measures
- Recommending competitive employee and employer contribution strategies
- Developing reserves, COBRA premiums, maximum exposure, and potential savings
- Financial comparison and evaluation of managed care network discounts
- Evaluating the cost-effectiveness of prescription drug carve-out via a pharmacy benefit manager
- Providing benchmark information to compare costs and lines of coverage across all lines
- Providing Incurred But Not Reported (IBNR) calculations
- Providing captive feasibility, historical rate analysis, and forecasting

Gallagher utilizes a range of surveys and tools to perform competitive benchmarking analysis, assess best practices, analyze emerging trends, and provide plan design recommendations. These include:

- **Proprietary National Benefits Survey:** We conduct an annual Benefits Strategy & Benchmarking Survey that collects comprehensive data from over 3,500 organizations across the United States. It covers various employee benefits categories and allows for comparisons by industry, region, organization revenue, and size.
- **Best-In-Class Benchmarking Analysis:** This analysis focuses on top-performing organizations and provides insights and best practices for managing benefit costs while attracting and retaining top talent. It is based on data from our National Benchmarking Survey and is segmented into separate reports for mid- and large-size employers.
- **Client Plan Information Database:** A robust national database of client benefit plans, including design features, cost sharing, vendor relationships, and other relevant data points. This database allows for benchmarking against industry, geography, and employer size.
- **Health Plan Claims, Utilization, and Cost-Driver Database:** This database provides a fundamental understanding of the costs associated with clients' medical benefit plans. It includes Healthcare Benchmarking Analysis Reports that analyze plan cost and utilization data and compare results with benchmarks. The database covers millions of employee life years in health benefit plans across the US.

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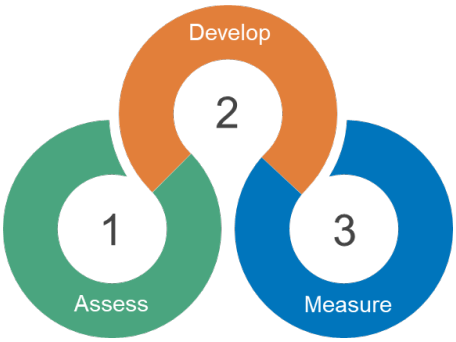
- **Organizational Wellbeing Polls:** Regular Organizational Wellbeing polls are released to provide clients with up-to-date insights and industry information. These surveys assist clients in staying informed and making decisions amidst rapidly changing environments.

These surveys and tools, along with conversations with clients, enable us to perform competitive benchmarking analysis, assess best practices, analyze emerging trends, and translate those insights into plan design recommendations. By leveraging data-driven insights and industry expertise, we aim to optimize benefits offerings, improve employee satisfaction, and align with the City's goals.

Data Drives Decisions™

Actionable employee benefits strategy starts with a comprehensive analysis of your workforce and benefits data.

Data drives the decisions related to your current and future benefit offerings. Our consulting approach is rooted in the way we assess, develop, analyze, measure, and report data for you to make informed decisions. Our Financial and Actuarial Consulting (FAC) team offers comprehensive financial analyses using industry expertise.



Assess
Initial strategic review to identify key drivers of cost and utilization

Develop
Data-driven recommendations based on our findings and your needs

Measure
Monitor the impact of programs, plan changes and interventions

Assess →	Develop →	Measure →	Optimize
• Workforce demographic • Benchmarking • Historical report analytics	• Cost optimization solutions • Plan design • Vendor intelligence	• Solution ROI studies • Ongoing tracking and reporting	• Total reward ROI • Employee engagement • Enhance resource utilization • Employee communication

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Gallagher Drive®

Our proprietary data-driven analytics and insights can help you determine how strategic investments in your people's physical, emotional; career and financial wellbeing can lead to organizational profitability and growth. Gallagher will provide you an in-depth analysis of cost savings gaps and opportunities enpowering you to make data driven strategies.

Realizing the Benefits of Gallagher Drive®

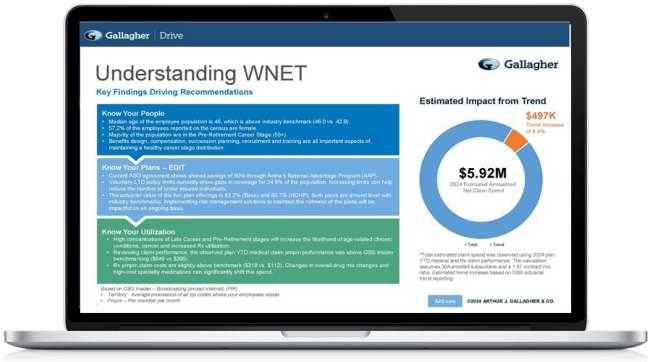
Discover how organizations like yours have transformed their approach to healthcare and total rewards decisions with Gallagher Drive®.

Understand your Data

Analytics designed to understand the organization to develop actionable insights. Like your people, plans and utilizations.

Know your Opportunity

Data leads to long term strategies that give you opportunities to focus on the now and the future.





Pharmacy Marketing & Enhanced Management	Forensic Contract Review & OON Analysis	Consumer Centric Primary Care Campaign	Dependent Audit	Spousal Surcharge	Medicare Education & Transitions
Market PBM services and review contracts to ensure optimal provisions, definitions, pricing, and rebates. A review of pharmacy formulary, generic dispensing, and copay accumulator strategies against potential member disruption.	Thoroughly examine the terms, conditions, and clauses of the contracts to identify areas of misaligned incentives. Improve discounts on OON claims and eliminate shared savings paid to carrier by paying OON claims at a Medicare plus rate.	Strategy utilizes a contribution structure to increase current annual physical compliance. Increased PCP utilization leads to improved health outcomes, reduced healthcare costs, and increased productivity.	Ensure all dependents covered under the plan are eligible dependents. Audits can provide a company with valuable insights into the accuracy and cost-effectiveness of their health insurance plan, while reducing unnecessary expenses.	Applies a contribution surcharge of $100 per month for working spouses. In 2024, Spouses ran higher from a PMPM perspective, as 8 of the top 14 HCC were spouses.	Program designed to educate members at or nearing retirement age about Medicare enrollment. Additional educational value for members on COBRA coverage.
2.5% to 4.0% Annual Value	**1.8% to 2.8%** Annual Value	**0.7% to 0.8%** Annual Value	**0.4% to 0.8%** Annual Value	**0.3% to 0.5%** Annual Value	**1.2% to 1.8%** Annual Value

Total Estimated Experience Improvement:
6.9% to 10.7% | $409K to $635K

Please note: The provided sample data is based on actual client data but are meant for informational purposes only. It is no way intended to be used as a primary basis for benefits, fiduciary, or securities decisions. Similar results are not guaranteed and will vary based upon the individual client situations.

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Renewal Strategy

Strategic planning is the foundation of our relationships and will assist us in helping manage your employee benefits programs year-over-year.

Our approach aims to help design and manage benefits programs satisfying current needs, and to help develop a forward-looking strategy with built-in cost containment measures for upcoming years. We will work with your organization to develop a multi-year plan that ensures the benefits program aligns with the City and supports long-term organizational success.

Service Approach

Gallagher is positioned to support you in managing your benefits programs as effectively as possible, and that starts with a strong team that is focused on your success and delivering excellent service year-round.

Discovery and Analysis

- **Environment:** Evaluate future staff changes.
- **Demographics:** Analyze employee characteristics.
- **Cost and Financial Modeling:** Inventory employee benefit programs while focusing on key cost drivers, outcomes, and comparisons with benchmarks.
- **Satisfaction:** Survey the population and assess current employee benefit programs, including the communication of these programs and benefits.

Desired State and Goal Setting

- **Determine Differences:** Identify areas where meaningful changes are expected for the organization, employees, and macro environment.
- **Identify Impacts:** Evaluate the preferred future state and the impacts of changing variables on benefits program stakeholders.
- **Develop Specific Goals:** Outline goals for the next three (3) years using tangible metrics.

Identify Opportunities

- **Evolving Needs:** Align offerings with the changing needs in your employee benefits program due to environmental impacts.
- **Compliance Review:** Conduct a compliance review to identify any potential gaps or opportunities for improvement.

Strategic and Tactical Options Evaluation

- **Develop Strategic Alternatives:** Leverage the gaps and opportunities analysis to create options for reaching goals over the next three (3) years.
- **Propose Tactics**: Evaluate tactics that support strategic alternatives while considering the City's culture, benchmarking data, and other factors.

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Implementation and Management

- **Vendor Selection:** Select and secure the most qualified vendors with the most favorable terms to deliver the programs and designs determined by this strategic planning process.
- **Implementation:** Onboard newly customized programs based on identified needs.
- **Integration:** Introduce programs to employees ensuring a positive onboarding experience.
- **Measurement:** Identify key metrics with the City that will be regularly tracked to determine performance and provide insight for continued strategic opportunities.
- **Communicate and Engage:** Develop a communication strategy to educate and engage staff so they perceive value.
- **Advocacy:** Provide a dedicated support team to offer ongoing assistance for employees and management, answering questions, educating members, and helping to resolve claims issues.

Employee Support and Advocacy: Our dedicated account service teams are available to assist employees with benefit-related inquiries, claims issues, and other administrative needs. They serve as a point of contact, providing personal support and advocacy to ensure positive employee experience.

Enrollment and Eligibility Management: Every client and carrier enrollment journey are unique. Gallagher collaborates with clients to identify their specific challenges and objectives, then provides targeted support to streamline their enrollment process. Services may include eligibility verification, enrollment data management, and coordination with carriers and vendors.



Meeting Strategy and Cadence: Regular check-ins and meetings will be scheduled to discuss open items, perceived issues, and challenges. The meeting cadence will be established based on your goals and needs. Gallagher service team members will be available for in-person visits, phone calls, and emails as frequently as needed.

Insurance Placement and Renewals: We will handle the placement and renewal of your insurance policies, assess your coverage requirements, negotiate with insurance carriers on your behalf, and present you with the most suitable options.

Compliance and Regulatory Support: Our compliance experts ensure that clients' benefits programs adhere to applicable laws and regulations. We provide guidance on compliance

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requirements, assist with reporting obligations, and help clients navigate complex regulatory changes.

Technology Solutions: We provide access to a suite of technology platforms and tools to streamline benefits administration processes. These solutions may include online enrollment systems, benefits portals, mobile applications, and data analytics tools to enhance efficiency and provide real-time insights.

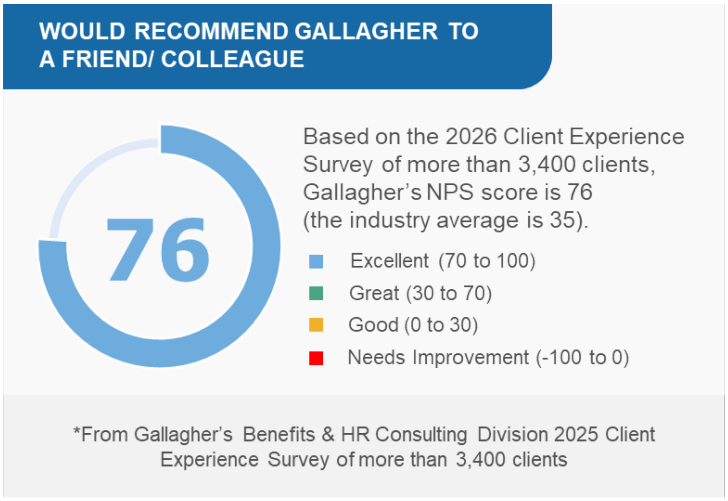
D. Demonstrated Success & References

Measurable Results

Ensuring Customer Satisfaction

Gallagher measures service quality through a comprehensive approach that includes various key performance indicators (KPIs) and feedback mechanisms.

Client Experience Surveys: Gallagher regularly conducts client experience surveys to gather feedback on the quality of services provided. These surveys help assess client satisfaction levels, identify areas for improvement, and measure overall service quality. The survey provides us with our Net Promoter Score (NPS). The NPS measures our clients' willingness to recommend Gallagher to others.



Service Level Agreements (SLAs): We also establish SLAs with clients, which outline specific performance metrics and targets. These SLAs serve as benchmarks for measuring service quality and ensuring that agreed-upon service levels are consistently met.

Net Promoter Score (NPS): We use this to help us measure your willingness to recommend us, guiding our improvements. In the most recent Client Experience Survey, Gallagher achieved an NPS score of 76, which is considered excellent (the industry average is 35). Gallagher puts our clients first, a bold statement we back up with data.

Performance Metrics: Our team tracks and analyzes various performance metrics, such as response times, resolution rates, and accuracy of deliverables. These metrics provide quantitative insights into the quality-of-service delivery.

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Client Reviews and Testimonials: We value client feedback and testimonials as a measure of service quality. Positive reviews and testimonials from satisfied clients serve as indicators of the high-quality service provided.

Continuous Improvement Initiatives: Gallagher is committed to continuous improvement and regularly reviews internal processes and procedures to enhance service quality. This includes analyzing client feedback, identifying areas for improvement, and implementing necessary changes to deliver better service.

Industry Recognition: Our service quality is often recognized through industry awards and accolades. These external validations serve as further evidence of the high standards of service provided.

Client Retention

At our organization, our primary objective is to maintain a 100% client retention rate, and we have consistently achieved an average retention rate of 97% year after year. The majority of clients who choose to discontinue their partnership with Gallagher do so due to factors such as mergers, acquisitions, or business closures.

However, it is important to note that many of these clients still maintain a connection with us and often return as clients in the future. The remaining changes in our client relationships occur for various other reasons, and we make it a priority to engage in debriefing sessions with both clients and service teams to identify areas for improvement.

There are several reasons why clients choose to stay and support our strong retention results. The relationships we build with our clients play a significant role in their decision to continue working with us. Our team members become an extension of our client's benefits team, providing personalized and dedicated support. Our culture and ethics align closely with those of our clients, fostering a sense of shared values and understanding. We prioritize delivering on our promises because we genuinely care about our clients, their employees, and their families. Our clients have access to best-in-class resources and consulting expertise, ensuring that they receive top-notch service.

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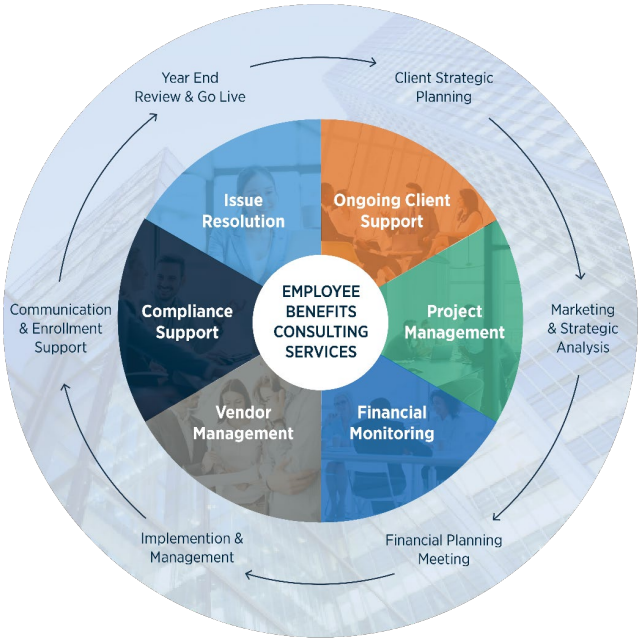
References

S OF LAREDO	CITY OF GALVESTON	CITY OF BALCH SPRINGS
Carolina “Carol” Thurkettle	Beverly West	Denys Pratt
Interim Human Resources Director	Director, HR & Benefits	Chief Administrative Officer
956.791.7406	409.797.3655	972.286.4477 x1211
cthurkettle@ci.laredo.tx.us	bwest@galvestontx.gov	dpratt@balchspringstx.gov

E. Service Model & Responsiveness

Communication Model

Adaptability quickly adapt no surprises- underwriting and projections fluidity- economics changing recommendations with written terms- language to support modifications, changes, terminations as needed



Flexibility and Responsiveness

Gallagher is committed to providing the City of Ennis with a highly adaptable and responsive benefits consulting partnership. We recognize that program needs, regulatory requirements, vendor relationships, and benefit delivery models evolve over time, and our service approach is intentionally designed to adjust quickly and effectively as these changes occur.

Adaptive Service Model

Our consulting framework is built around continuous monitoring, proactive communication, and collaborative planning. We meet regularly with the City’s leadership to review emerging trends, operational needs, and stakeholder feedback. When changes arise—whether driven by internal priorities or external market factors—we promptly adjust strategies, timelines, and deliverables to maintain alignment with the City’s goals.

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Our integrated service model incorporates all the expertise and resources needed to help our clients manage their employee benefits program. This integrated team approach allows us always to remain completely available and responsive to our clients. The City has a designated team to support your ongoing needs and operations that includes a primary consultant who provides strategic leadership, service oversight and coordination, a client manager who works closely with the primary consultant in addressing all day-to-day needs, and a financial benefits consultant, who provides analytics, reporting, forecasting, and more. By intent, your consulting team's workload and schedule will allow them to be fully available to meet City's needs.

Gallagher has helped thousands of clients develop and communicate their organization-wide employee benefits philosophy. First, we'll listen to determine your perspective on the employee experience you want to deliver and how that aim integrates into your overall business strategy. You will then receive recommendations consistent with your articulated benefits strategy. Finally, we'll work with your staff to consistently and completely communicate your program benefits to your employees as a portion of their total compensation package.

Our goal is to respond to our client inquiries and requests by the end of the business day or within twenty-four hours. We understand the importance of addressing our clients' needs promptly, and we strive to ensure our clients receive the assistance they require. Our client management team is accessible by phone or email during core business hours, 8 am to 5 pm, Monday through Friday. Depending on the severity of the client's need, an in-person meeting may also be scheduled. Our boots on the ground, teamwork approach allows us to always remain available and accessible to our clients.

Issue resolution

Our dedicated team assists with resolving administrative problems and difficult claims issues with vendors. We leverage our longstanding relationships to expedite issue resolution. We follow a proven process, working closely with carriers and TPAs to address problems promptly. As your advocate, we help resolve individual claim issues and provide timely answers to billing and plan questions. We track issues internally, discuss improvements in monthly meetings, and proactively meet with vendors to address concerns. Our goal is efficient issue resolution, exceptional service, and continuous improvement.

Benefit Advocate Center

Gallagher's Benefit Advocate Center (BAC) is a resource for employees and their dependents, addressing inquiries related to all of the client's employee benefit products. The BAC provides

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support for new hires, offers guidance and education during open enrollment, assists with locating providers, explain benefits, and facilitates ID card requests. The service also addresses questions related to eligibility rules and coordination of benefits (COB). Support with claims, billing codes, and appeals is also included in the service offering.

When a claim issue is received by the BAC, our advocate collects key details (e.g., date of service, patient name, billed amount, provider information) to research with the carrier. The advocate will communicate expectations for follow-up remains engaged throughout the resolution process. If a claim is denied, the advocate will facilitate an appeal with the carrier until a final determination is made.

All cases are logged in a secure, web-based system which complies with HIPAA regulations to protect sensitive information. Monthly reporting is provided to identify trends and insights into the issues handled by the BAC.

HR Support

Gallagher has devoted tremendous resources towards providing our clients with the latest education that impacts employee benefit plans. A well-informed HR staff is essential for your organization. Our clients benefit significantly from our wide range of professional development and training opportunities, enhancing their knowledge and skills. These resources include:

Client Seminars and Webinars

- Topics include employee communications, mental health, compliance, employee engagement, cost control, and peer organizational case studies.
- Gallagher is an approved provider through the Human Resources Certification Institute (HRCI) and a SHRM Professional Development Credit provider.
- For Gallagher webinars on relevant employee benefits topics, please visit https://www.ajg.com/us/news-and-insights/ to view our comprehensive resources.

Training

- HIPAA Training: Gallagher offers comprehensive training on the Health Insurance Portability and Accountability Act (HIPAA) regulations. This training helps clients understand their obligations under HIPAA, including privacy and security requirements for protected health information (PHI).
- Compliance Training: Gallagher provides training on various compliance topics, such as Equal Employment Opportunity (EEO) laws, Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), and other federal and

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state employment laws. This training ensures that clients stay up to date with the latest legal requirements and minimize the risk of non-compliance.

- Diversity and Inclusion Training: Gallagher offers training programs promoting workplace diversity and inclusion. These programs help clients create inclusive work environments, foster cultural awareness, and prevent discrimination and harassment.



To view recordings of past Town Halls and Women's Leadership Events, please visit

Gallagher's HR & Benefits Resource Library

Publications

- Employee Benefits & HR Articles
- White Papers
- Insights: Weekly Financial Markets Update
- Sharing of best practices
- Trend and market reports presented by the consulting team

There are no additional charges to participate in these training sessions.

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F. Compliance & Regulatory Expertise

ACA, HIPAA, Reporting

Gallagher offers tailored client solutions for a wide range of compliance obligations, including but not limited to the following:

Plan Documents and SPDs: Gallagher collaborates with carriers and vendors to maintain plan documents and offers custom wrap document solutions if needed. For compliance support, Gallagher provides in-house plan document and SPD solutions or partners with ERISA Pros, LLC. The account team will help determine the best option to ensure compliance.

Form 5500: Gallagher, in partnership with Wrangle LLC, the leading Form 5500 outsourcing firm, will collect Schedule A reports from carriers and prepare a signature-ready Form 5500 for the City. With extensive expertise, Gallagher and Wrangle manage the entire filing process, eliminating the burden of health and welfare plan compliance.

HIPAA Services: To help clients ensure their plans are following the HIPAA Privacy and Security regulations, Gallagher can offer comprehensive HIPAA Privacy and Security policies, procedures, and training.

Sections 6055 and 6056 Reporting: Gallagher created a Sections 6055 and 6056 Reporting Toolkit for clients as soon as the reporting obligation arose under the ACA. Since that time, we have counseled numerous clients on their reporting obligations and have kept them apprised of further developments including the annual changes to the IRS Forms 1095-C and 1094-C reporting instructions, last-minute extensions of time provided by the IRS, and good faith reporting relief opportunities. In addition, Gallagher's Human Resources and Benefits Technology practice is available to consult with you on various reporting vendors and can provide a number of alternatives to your current reporting solution, if desired. Finally, our client service and compliance teams have served their clients by acting as a frequent intermediary with reporting vendors to make sure that they are meeting IRS obligations.

CMS RxDC Reporting: Working alongside each Medical carrier, Third Party Administrator, and Pharmacy Benefit Manager, we provide clarity on both carriers' and clients' roles in submitting their data files. Your benefits team is well-versed in current and emerging legislation pertaining to self-funded clients and uses this knowledge to guide you through the process from start to finish. Although Gallagher does not complete the reporting, we do remind our clients of the

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deadlines, provide how-to resources to do the registration and reporting, and assist in obtaining the data necessary if the carrier or TPA chooses not to handle the reporting.

Additional Fees Apply – Depending on the scope of service, these services may be available for an additional fee.

Audit Support

Forensic Contract Review – U.S. Policies & Programs

Gallagher has significant expertise in evaluating contracts and identifying all fees, both PEPM and claims-based. We follow an established process to identify and evaluate the value of all fees paid to your administrator. A strict review of the Administrative Services Agreement can eliminate unnecessary costs. In most cases, administrators skew agreements to their favor in order to maximize profits. Gallagher is successful in identifying the additional areas of profit and working with the administrators to remove unfavorable language, passing the savings back to our clients. Any contract or agreement review that we conduct for your plans is completed in accordance with our Gallagher Standards of Excellence.

Compliance Review – U.S. Policies and Programs

Compliance can be a challenge, and developing regulations can make it even more difficult to make informed, strategic decisions. Gallagher dedicates a great deal of resources and time to health and welfare plan compliance and makes compliance a “mission critical” part of our consulting relationship. Gallagher’s in-house compliance team has developed a number of proprietary tools to provide clients with an initial and ongoing review of compliance obligations and opportunities to improve legislative and regulatory compliance. Depending on the complexity of your program and its current compliance status, Gallagher may utilize a proprietary compliance review to determine potential sources of compliance risk and to help address them. Additionally, we use our monthly webinars to address various compliance topics under the ACA, COBRA, HIPAA, and Section 125, we provide newsletters and other bulletins on specific compliance obligations, and we maintain an array of “toolkits” that provide actionable assistance on ongoing administrative and strategic compliance issues.

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits issue. It does not necessarily fully address all your specific issues. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be addressed by the client's general counsel or an attorney who specializes in this practice area.

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Appendix

Proposed Exceptions and Modifications to Terms & Conditions

Upon review of City of Ennis “City” RFP, Gallagher has the following comments:

- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.
- Data Ownership and Access (PDF Page 8) - We propose the following change to this section: Client shall own all final deliverables provided to Client by Gallagher as part of the services provided under this Agreement, provided however, Gallagher shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the Client was used to create and which was developed entirely using Gallagher’s own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Gallagher. To the extent Gallagher’s intellectual property is necessary for the Client to use the deliverables provided under this Agreement, Gallagher grants to Client a non-exclusive, royalty-free license to Gallagher’s intellectual property solely for Client’s use of such deliverables.
- Term of Contract (PDF Page 9) – Gallagher requests that in the circumstance of termination, that there be AT LEAST 60 days' advance notice.
- Exceptions/Substitutions (PDF Page 11) - Gallagher cannot agree that any exceptions it takes to the terms and conditions will be rejected. Gallagher should be permitted to negotiate any binding contract.
- Indemnification (PDF Page 12) - Gallagher proposes the following change to this section: Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party’s: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party’s indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

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- Limitation of liability. Notwithstanding any other term or provision of this agreement, each party shall only be liable for actual, direct damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential, or punitive damages, even if a party knew or should have known of their existence, (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in exhibit a, the aggregate liability under this agreement, if any, of either party to the other for claimed losses or damages shall not exceed $1,000,000. This provision applies to the fullest extent permitted by applicable law. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.
- Insurance (PDF Page 16) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:
- Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:
  - Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence and $4,000,000 in the aggregate;
  - Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
  - Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;
  - Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than $10,000,000 per occurrence or in the aggregate;
  - Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;

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- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request

Form CIQ (PDF Page 17) - Gallagher cannot agree to be bound by the terms and conditions referenced in this section until it has had the opportunity to review.

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Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

G.6. ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2025

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
Arthur J. Gallagher Risk Management Services, LLC
300 S Riverside Plaza Ste 1500
Chicago IL 60606

CONTACT NAME:
PHONE (A/C, No, Ext): 312-704-0100 **FAX (A/C, No):** 312-803-7443
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Underwriters at Lloyd's London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Arthur J Gallagher & Co and its Subsidiaries
2850 West Golf Road
Rolling Meadows, IL 60008

COVERAGES **CERTIFICATE NUMBER:** 1603281478 **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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			018415132	10/1/2025	10/1/2026	Per Claim/Aggregate	$12,000,000
B	Excess Errors & Ommisisons			ELU20648725	10/1/2025	10/1/2026	Per Claim/ Aggregate	$10,000,000
C	Excess Errors & Omissions			FI0121925	10/1/2025	10/1/2026	Per Claim/Aggregate	$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence Of Insurance

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

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April 24, 2026

City of Ennis

Compensation and Disclosure

Natalie Haskett | Benefits Consultant
Betty Gwinn| Public Sector Practice Leader

Gallagher Benefit Services, Inc.
9442 Capital of Texas Highway N, Suite 950
Austin, TX 78759

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Compensation and Disclosure

Proposers shall fully disclose all forms of compensation associated with the services described in this solicitation. Transparency in compensation is a critical component of the City's evaluation and ongoing contract management.

At a minimum, proposers must clearly identify and describe the following:

1. Direct Compensation		
All fees proposed to be paid directly by the City including:	**Fee Amount**	**Detailed breakdown of services included in each fee**
Flat annual fees	$60,000	This fee is inclusive of all services outlined in the scope provided within this solicitation
Per-employee-per-month (PEPM) fees	N/A	
Hourly consulting rates (if applicable)	N/A	
Total	**$60,000**	

2. Indirect Compensation		
All commissions received from insurance carriers, including:	**Commission structure (percentage or flat amount)**	**Identification of which lines of coverage include commissions**
Medical		No Commission
Pharmacy Benefit Managers (PBMs)		No Commission
Dental	10%	Commission
Vision	10%	Commission
Life	15%	Commission
Disability	10%	Commission

3. Contingent Compensation and Incentives	
Proposers must disclose any additional compensation arrangements, including but not limited to	**Additional compensation arrangement**
Volume-based incentives	As a standard practice we do not collect overrides or other forms of compensation outside a standard commission rate, if approved by the City
Profit-sharing arrangements	
Carrier bonuses	
Override arrangements	
Marketing allowances or administrative fees	

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4. Pharmacy Benefit Compensation Transparency	
Given the complexity of pharmacy benefit arrangements, proposers must disclose:	
Any compensation received from PBMs	As a standard practice we do not keep or share in any pharmacy revenue or rebates that are 100% due to the City.
Any share of rebates, discounts or spread pricing	
Whether rebates are passed through to the City in full or in part	

5. Third-Party Relationships	
Disclosure of any ownership interest, partnership, or financial relationship with:	
Insurance carriers	Gallagher is carrier agnostic and does not have ownership rights or interests with any outside firms. We do have inhouse solutions, but all are inclusive of our relationship with the City and included within our standard scope of service
PBMs	
Third-party administrators (TPAs)	
Wellness vendors or other service providors	

Compensation Structure Requirements	
The City reserves the right to require a fee-based compensation model in lieu of commissions. The City may require that all commissions be fully disclosed and credited back to the City. Proposers must clearly state whether they are willing to operate under:	
Fee-only model	TBD
Commission-based model	TBD
Hybrid model	TBD
Gallagher is open to any compensation arrangement that best fits the needs of the City. All compensation agreed to is fully disclosed each year for full transparency	

We are open to your preferred method of compensation. The standard options include fees, commissions, or a combination of both.

Gallagher's operating standard policy mandates timely disclosure of all revenue related to services or products provided to or placed on behalf of the client. [clientshort] can expect to receive a compensation disclosure at least once a year. Transparency is a fundamental principle of the Gallagher Way.

Our compensation includes all items in our proposed scope of service, unless otherwise noted.

Gallagher companies may receive supplemental compensation, such as carrier bonuses, contingent commissions, additional commissions, and supplemental commissions. This compensation does not impact specific case-level rates and premiums. Operational teams, rather than client service teams, receive supplemental/additional or contingent commissions to avoid any bias towards specific carriers.

We prioritize our clients and always put their interests first, ensuring transparency in our compensation practices. Gallagher complies with the Gallagher Compensation Disclosure Policy, providing comprehensive and transparent disclosure of supplemental compensation to clients.

We strictly prohibit accepting or requesting anything of material value ($500 or more) from insurance companies, except for expenses related to insurance company or trade association sponsored trips, conventions, or business meetings.

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Gallagher

Insurance | Risk Management | Consulting

CLIENT COVERAGE ACKNOWLEDGMENT AND COMPENSATION DISCLOSURE STATEMENT FOR INSERT FULL LEGAL CLIENT NAME ("Client")

Gallagher Benefit Services, Inc. ("Gallagher") will seek those insurance companies it believes are best suited to meet Client stated objectives. The final decision to choose any insurance company, policy or vendor has been made by Client in its sole discretion. Client understands and agrees that Gallagher does not insure Client's risks, nor guarantee the financial solvency or performance of any insurance company. The Client, or other policy owner, is responsible for immediate payment of premiums for all insurance placed by Gallagher on Client's behalf. If any premium amounts or fees are not paid in full when due, the insurance company may cancel any applicable policies in accordance with the policy terms.

The following is the disclosure of commissions and/or fees payable to Gallagher for brokerage and/or consulting services to Client's Group Health and Welfare Plan(s) and any relationships or agreements Gallagher has with any insurance companies or vendors selected by Client. Gallagher will receive the initial and renewal sale commissions expressed as a percentage of gross premium payments or fees. Client may terminate Gallagher's brokerage and/or consulting services for convenience by providing ninety (90) days written notice to Gallagher (notice by email shall be sufficient for this purpose).

Line of Coverage / Services[1]	Company	Commission[2]	Third Party Compensation	Direct Fees[3]	Effective Date
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
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					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx
					xx/xx/xx

SAMPLE

If needed insert additional supp comp information – if extra space is not needed then delete this statement

- Gallagher is not an affiliate of any of the insurance companies or vendors above. These insurance companies do not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher. Gallagher's ability to recommend other insurance companies or vendors is not limited by an agreement with these insurance companies or vendors.

---

[1] Services provided relative to the above lines of coverage include Benefits strategy consulting and design, to include funding evaluation options, financial reporting, as appropriate, based on funding arrangement, and vendor support; Plan management services, to include plan marketing and evaluation services; Renewal support, coordination, and oversight; Annual enrollment support, including drafting assistance for employee communications; Legislative compliance support in the form of updates, materials, and guidance; and Administrative support as mutually agreed to by the parties. Refer to your consulting agreement for further details on services, if applicable.

[2] Commissions include commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, insurance service, or vendor. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

[3] Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

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Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as “Gallagher Benefit Services of California Insurance Services” and in Massachusetts as “Gallagher Benefit Insurance Services.



April 24, 2026

City of Ennis

6. Conflict of Interest/Transparency

Natalie Haskett | Benefits Consultant
Betty Gwinn| Public Sector Practice Leader

Gallagher Benefit Services, Inc.
9442 Capital of Texas Highway N, Suite 950
Austin, TX 78759

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.
At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization. The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

We are not aware of any conflicts of interest or perceived issues in developing a partnership with the City of Ennis.

As part of our Global Standards of Business Conduct protocols, Gallagher has implemented a Conflicts of Interest policy that is actively monitored and enforced by our corporate legal team. Adherence to these policies is the responsibility of every Gallagher employee. Local management personnel play a crucial role in monitoring and reporting potential conflicts of interest to the corporate compliance department. To ensure compliance, all Gallagher employees receive annual training on the Gallagher Global Standards of Business Conduct program.

You can access a copy of our Global Standards of Business policy on our public website at: **Global Standards of Business Conduct | Gallagher USA (ajg.com)**

Gallagher upholds the core value of being an Open Society, which extends to our commitment to transparency in compensation. Our standard operating policy mandates timely disclosure of all revenue related to services or products provided to or placed on behalf of the client. You will receive a compensation disclosure from us at least once a year.

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Gallagher

Insurance | Risk Management | Consulting

CLIENT COVERAGE ACKNOWLEDGMENT AND COMPENSATION DISCLOSURE STATEMENT FOR INSERT FULL LEGAL CLIENT NAME ("Client")

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The following is the disclosure of commissions and/or fees payable to Gallagher for brokerage and/or consulting services to Client's Group Health and Welfare Plan(s) and any relationships or agreements Gallagher has with any insurance companies or vendors selected by Client. Gallagher will receive the initial and renewal sale commissions expressed as a percentage of gross premium payments or fees. Client may terminate Gallagher's brokerage and/or consulting services for convenience by providing ninety (90) days written notice to Gallagher (notice by email shall be sufficient for this purpose).

Line of Coverage / Services[1]	Company	Commission[2]	Third Party Compensation	Direct Fees[3]	Effective Date
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					xx/xx/xx

SAMPLE

If needed insert additional supp comp information – if extra space is not needed then delete this statement

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[1] Services provided relative to the above lines of coverage include Benefits strategy consulting and design, to include funding evaluation options, financial reporting, as appropriate, based on funding arrangement, and vendor support; Plan management services, to include plan marketing and evaluation services; Renewal support, coordination, and oversight; Annual enrollment support, including drafting assistance for employee communications; Legislative compliance support in the form of updates, materials, and guidance; and Administrative support as mutually agreed to by the parties. Refer to your consulting agreement for further details on services, if applicable.

[2] Commissions include commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, insurance service, or vendor. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

[3] Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

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Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as “Gallagher Benefit Services of California Insurance Services” and in Massachusetts as “Gallagher Benefit Insurance Services.

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1 Mayor and City Commission Members;
2 City Manager;
Board and Commission members and appointed members by the Mayor and City Commission;
Directors of 4B development corporations;
The executive directors or managers of 4B development corporations; and
Directors of the City of Ennis who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Gallagher Benefit Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

4/20/2026

Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1447300

Date Filed:
04/14/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gallagher Benefit Services, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Ennis

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-115-10
Employee Benefits Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is James Wright, and my date of birth is 08/06/1980.

My address is 6938 Robin Willow Drive, Dallas (city), TX (state), 75248 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 20 day of April (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[HOLMES MURPHY] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

Holmes Murphy Response

CONTACT INFORMATION

Company:
Holmes Murphy

Email:
cvincent@holmesmurphy.com

Contact:
Chyna Vincent

Address:
12712 Park Central Suite 100
Dallas, TX 75251

Phone:
(940) 641-1714

Website:
www.holmesmurphy.com

Submission Date:
Apr 24, 2026 11:47 AM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

City_of_Ennis_HMProposal_Final.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

E&O_2025-2026.pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

COMP_Structure,_Ennis.png

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

HM_Ennis_CIQ.pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

HM_Ennis_CIQ.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

1295.pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed

ENNIS
TEXAS
The bluebonnet spirit of Texas

RESPONSE TO

Request for Proposal

Proposal: 26-115-10

April 24, 2026

HOLMES MURPHY

April 24, 2026

City of Ennis, TX
107 N. Sherman St.
Ennis, TX, 75119

To the Honorable Mayor and City Commission,

Thank you for including Holmes Murphy in your market search for an Employee Benefits Consulting/Brokerage Services partner. We believe success is built on trust, relationships, and shared purpose, and we're confident a partnership between Holmes Murphy and the City of Ennis ("Ennis") can unlock your unique potential and deliver solutions that make a meaningful difference for your organization.

As an independent and privately held insurance brokerage, independence isn't just our structure — it's **your** competitive advantage. With access to multiple insurance companies and expertise across industries, Holmes Murphy can provide unmatched understanding, insights, and impact that elevate your outcomes. That's been our approach to risk management and benefits consulting since 1932, and our independence gives us the freedom to help you choose the best path.

Our local Public Entity experts transform challenges into opportunities with exceptional service and advocacy that prioritize the results you need to thrive. The dedicated team assigned to work with you and your team has extensive experience with employers in your industry as well as expertise in finance, pharmacy, clinical wellbeing, and compliance. With a comprehensive perspective on benefits and a shared vision for your success, Holmes Murphy can prioritize your long-term strategy and design innovative solutions.

As you explore our responses and samples of our expertise, we hope this preview of our capabilities gives you an idea of what to expect from our partnership. With the freedom to care deeply for our clients, we're confident we can offer services and support that make a lasting impact for your organization. That's the power of independence.

Sincerely,

Chyna Vincent
Client Executive
(469) 872.8165
CVincent@holmesmurphy.com

David Gibson
Vice President
(214) 265.6656
DGibson@holmesmurphy.com

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ENNIS TEXAS
The bluebonnet spirit of Texas



The Power to **Care**

At Holmes Murphy, independence isn't just our business structure; it's our mindset. It gives us the power to put people over profits, purpose over pressure, and progress over empty promises. It empowers us to care deeply for our coworkers, clients and communities while innovating and investing with intention.

Together, our team brings:

- Decades of combined experience helping employers navigate complex health and benefits programs
- Independent, objective consulting to ensure your offerings are the best fit, not just the easiest option
- High-touch support, from strategy and design to clinical management, vendor search and optimization, and robust communications deliverables
- A tailored approach, built on trust, that ensures we drive value in your benefit programs and financial outcomes

Values **Aligned**

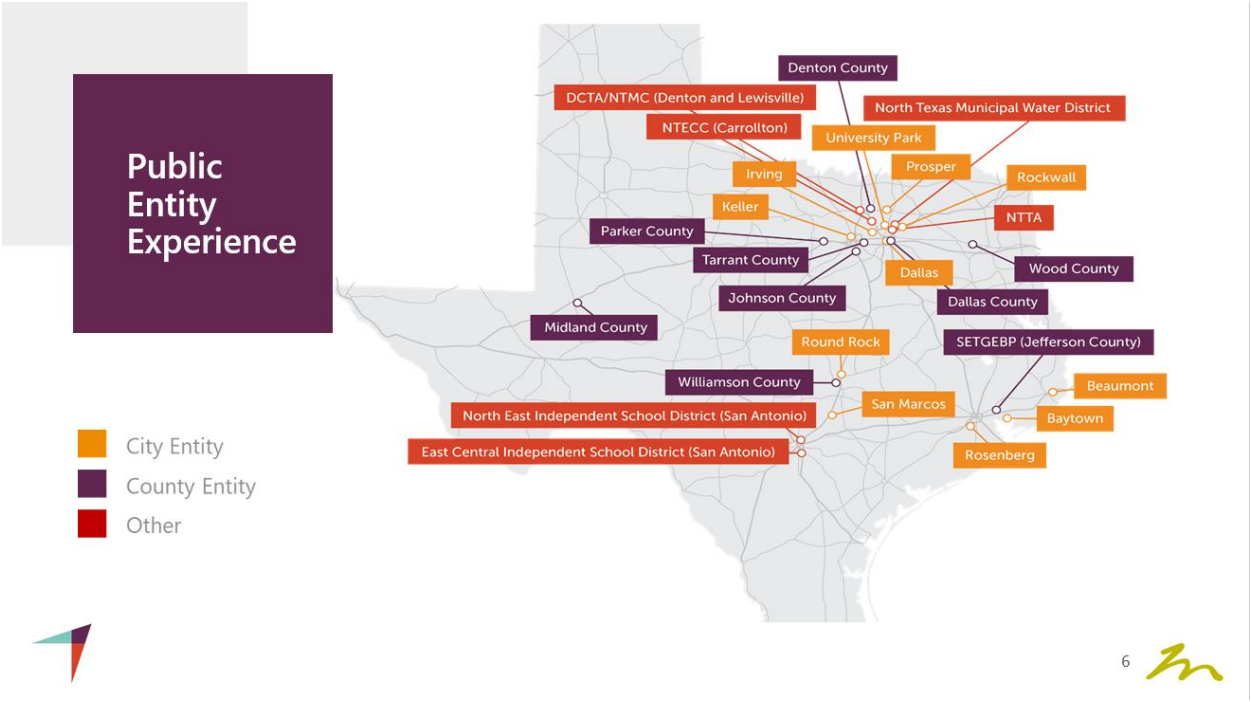
ENNIS TEXAS	HOLMES MURPHY
Enhance the Community's Quality of Life	**Operate Courageously** Do the right thing.
Provide first class customer service to park vistitors	**Love What You Do & Who You Do It With**
Modernize athletic facilites while preserving nature	**Uplift Others** Invest in Others' Success.
Develop future park projects and sustain municipal growth	**Seek Understanding** Lean in, listen, and learn.

That's the power of *independence*™

(800) 247-7756 | **holmesmurphy.com**

HOLMES MURPHY

Firm Experience & Public Sector Expertise



1. Municipal clients

Holmes Murphy currently serves over 28 Texas Public Entity clients of similar size and complexity to the city out of our Dallas office. Additionally, Holmes Murphy services over 200 public entity clients ranging in size and complexity across our entire book of business. It is with these statistics in mind that gives us the confidence to say, we know how best to promote Ennis' health, protect your wealth, and deliver peace of mind for you and your employees.

2. Size/complexity comparable to Ennis

For Holmes Murphy, "comparable size and complexity" is more than a statistic; it is a specialized practice. Managing the unique intricate needs of a Texas municipality requires a delicate balance of fiscal responsibility and competitive benefit design. By leveraging our data-driven insights from over 200 public entity clients locally and nationwide, we provide the City of Ennis with the "big picture" expertise of a national firm, delivered with the localized, hands-on attention of our Dallas-based team. We don't just manage plans; we navigate the specific regulatory and budgetary hurdles unique to Texas public sector employers to ensure peace of mind.

3. Benefits brokerage experience

Holmes Murphy brings nearly a century of experience advising employers on employee benefits strategy, with deep and proven expertise serving public sector and municipal organizations, including cities, counties, school districts and special purpose entities. Since launching our employee benefits practice in the 1950s, we have partnered with public employers to navigate the complexity of healthcare financing, regulatory compliance, workforce diversity, and fiscal accountability while balancing employee wellbeing and taxpayer stewardship.

Public Sector & Municipal Expertise

We have extensive experience working with cities and other governmental entities across Texas and nationwide. Our public-sector client portfolio includes organizations with:

- Diverse workforce (public safety, public works, administration, and leadership)
- Sustainable Retiree medical strategies that honor commitments to former employees
- Statutory requirements, funding alternatives, and governance considerations
- Heightened transparency, public accountability, and procurement requirements

Our Dallas-based team members include compliance, actuarial, clinical, pharmacy, and communications professionals that bring region-specific insight into Texas Department of Insurance regulations, public-sector benefits trends, and local network dynamics. Our local team has been a constant participant in the Texas Municipal Human Resources Association (TMHRA) for over 20 years, and we have a significant amount of experience working with other Texas-based municipalities. We have over 200 employees in our Dallas office and currently serve of 250 Texas-based employers.

Scope of Benefits Brokerage Services

As a full-service benefits brokerage and consulting firm, Holmes Murphy supports public employers across the entire benefits lifecycle, including:

- **Strategic Planning & Funding Analysis -** Evaluation of fully insured, self-funded, level-funded, and referenced-based pricing plan designs to manage future costs including the potential disruption to your employees from each alternative.
- **Vendor Procurement & Market Negotiations -** Development and management of competitive RFPs for medical, dental, vision, life, disability, voluntary benefits, Pharmacy Benefit Managers, wellness vendors, and stop-loss carriers, leveraging our market presence to secure favorable terms and protections.
  We will manage this process for the City and work with your procurement team to support this process.
- **Ongoing Plan Management & Renewal Strategy -** Proactive renewal negotiation, internal underwriting, Texas Public Entity benchmarking, and contract review to manage trend, mitigate volatility, and ensure long-term sustainability. **See appendix of an example of our Benchmarking tool specific to the City of Ennis compared to other Texas municipalities.**
- **Actuarial & Financial Expertise -** In-house actuarial modeling, budget forecasting, Incurred but Not Reported (IBNR) development, contribution modeling, and multi-year cost projections tailored to public-sector budgeting cycles.
- **Compliance & Regulatory Support -** Dedicated in-house compliance professionals and attorneys providing guidance on ACA, HIPAA, COBRA, Medicare, state-specific mandates, and Texas Local Government requirements. This will include an Annual Compliance Scorecard that indicates the City's compliance with all state and federal requirements.
- **Clinical, Wellbeing, & Pharmacy Consulting -** Integrated clinical and pharmacy strategies focused on high-cost claim management, disease prevention, specialty drug oversight, and measurable outcomes without employee disruption. Our local Texas-based clinical team has roots at Baylor Scott and White and knows what programs that you should consider, and which ones you should avoid. Our Clinical/Point Solution database includes over 150 unique clinical programs that we have vetted that the city may want to consider.

- **Employee Communications & Engagement -** Clear, compliant, and accessible benefit communications designed for diverse employee populations, including field-based and safety-sensitive workers. Our team will deliver a professionally produced Open Enrollment Guide to the City annually at no cost. See appendix **F** for a recent sample that was produced for one of our clients.

Market Presence & Leverage

Holmes Murphy negotiates more than 2,500 benefit renewals annually and represents over $10 billion in total health and welfare spend, providing meaningful leverage with carriers and vendors. Our leadership participation on national carrier advisory councils and industry organizations allows us to anticipate market changes and advocate effectively on behalf of our public-sector clients.

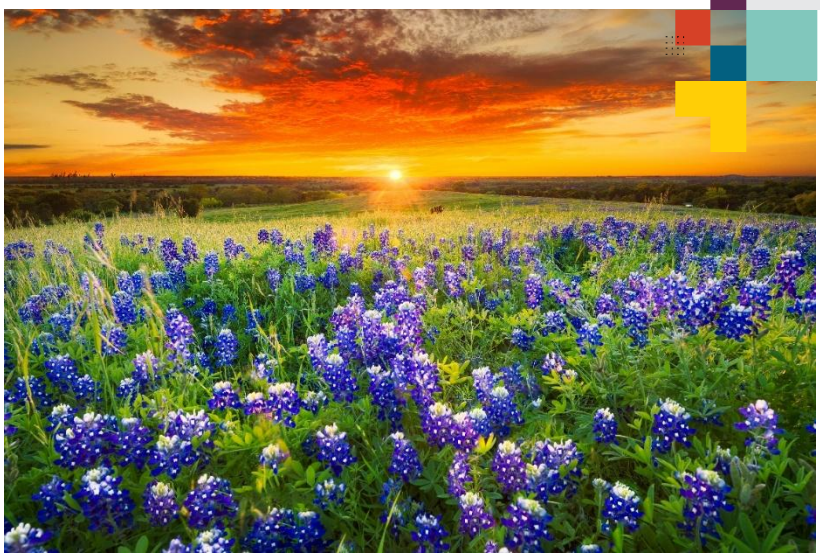
Service Model for Cities

We operate as an extension of your HR and Benefits team, providing both day-to-day service support and long-term strategic leadership. Our client-specific service teams are intentionally structured to ensure continuity, shared accountability, and access to specialized expertise without silos.

Experience That Delivers Results

Texas Public-sector employers choose Holmes Murphy because we understand their business and the employee groups that you serve, who ultimately serve the citizens of Ennis. We understand how Texas municipalities budget, and the unique needs of your employee population (e.g. Uniform, Civilian, Retirees, etc.). Locally, we have been at the forefront of strategies that drive enhancements and savings to municipalities for network, pharmacy, and retiree strategies that keep your programs sustainable for years to come. Moreover, we have spent a considerable amount if time the last few years helping Texas municipalities reduce their OPEB liabilities while still honoring their commitments to current retirees.

Our commitment to the City of Ennis is that we will provide a 4:1 return on our fees, or you won't pay. That is our commitment to the city.



Key Personnel & Account Team

1. Dedicated team

CORE TEAM

DAVID GIBSON, CEBS - VICE PRESIDENT



David grew up in Saginaw, Texas and is the son of a former Haltom City fleet service worker. David has worked in the employee benefits industry since 1992. During his employee benefit career David has served Texas public entities like the City of Keller, City of Round Rock, and Tarrant County to name a few. David joined Holmes Murphy in 2013 and has more than 20 years of consulting experience serving primarily public-sector clients. David is a Certified Employee Benefits Specialist (CEBS) and holds an MBA in Finance and BBA in Marketing from the University of North Texas. He also holds a Texas Insurance License and has previously served as a CEBS instructor at Southern Methodist University (SMU). Prior to joining Holmes Murphy, David was an Underwriter with Blue Cross/Blue Shield of Texas, and has worked with Texas public entities for over 20 years.

As a consulting professional, David helps employers understand the potential implications of proposed changes to your benefit plans. He also shares best practices from his experiences of helping similar employers. His primary role is a lead strategic consultant for clients. Additionally, David also oversees budgeting, negotiating, retiree considerations, and the strategic benefit plan.

CHYNA VINCENT - CLIENT EXECUTIVE



Chyna has worked in the employee benefits industry since 2017, supporting organizations of all sizes across a wide range of industries including public sector clients in Texas. As a Client Executive, Chyna Vincent helps employers navigate today's complex and ever-evolving benefits landscape by developing sustainable, forward-looking strategies tailored to each organization's unique needs. Chyna holds a degree in Agricultural Media and Communications from West Texas A&M University. Chyna has also earned her Healthcare Fiduciary Coach designation through Innovu in 2025. Beyond her client work, Chyna is actively involved in her community, serving as an Executive Board Member of the Gainesville Area Chamber of Commerce and as a Leadership Gainesville Committee Member. Outside of work, she enjoys cooking, managing her family farm, and spending time with her husband and two children.

SHAWN QUILDON (PHR) - VICE PRESIDENT/ SHAREHOLDER



As the Vice President of Client Service, Shawn Quildon is responsible for operational and financial strategy as well as business development. Shawn also leads a team of dedicated and courageously influenced consultants responsible for delivering peace of mind to clients by reducing risk while increasing productivity and profitability. Shawn has over 20 years of experience in employee benefits and currently leads the Dallas Public Entity Team. Shawn also has her Texas Group Life and Health License and a Certificate in Heath Plan Management.

Prior to joining Holmes Murphy, Shawn was Benefit Manager at ACE Cash Express and Aegis Communications. Her experience with benefits as an employer adds extreme value to her role with Holmes Murphy. She understands the challenges faced by employers and works diligently every day to support their efforts in providing comprehensive benefits and resources to a generationally diverse workforce. Shawn is also a committed community service leader. She currently serves as President of the Board of Directors for the Cedar Hill Economic Development Corporation. She also serves on the Board of Cedar Hill Shares, a local non-profit serving her community. Shawn and her husband Michael, live in Cedar Hill. She enjoys vacationing with their two adult children, trying her hand at new food recipes, and working in her community.

KAYLA PADILLA - ACCOUNT MANAGER



As an Account Manager for our Employee Benefits team, Kayla Padilla serves as a liaison between clients and the Service team. Prior to joining Holmes Murphy, Kayla was the Suite Ticket Manager for the Dallas Cowboys. She earned a bachelor's in Psychology from the University of North Texas, and a master's in Public Administration from the University of Texas at Arlington. In her free time, Kayla enjoys exercising, learning to cook, and spending time with her husband (and high school sweetheart) and their children.

NIKKI MORGAN - SR CLIENT SERVICE CONSULTANT



Nikki Morgan joined Holmes Murphy in 2017. As a Sr. Client Service Consultant, Nikki is the quarterback when it comes to service. She is responsible for establishing and maintaining project timelines, ensuring chosen strategies are implemented, and handling escalated service issues. Nikki also manages RFP and carrier implementations, provides open enrollment support, and maintains and deepens both client and vendor relationships. Nikki received her Accredited Customer Service Representative (ACSR) designation in 2006. She received her Texas Life & Health license in 2001.

MARC PINNEY – VICE PRESIDENT/EXECUTIVE SPONSOR



Marc Pinney is Vice President, Employee Benefits with Holmes Murphy. Marc has 30 years of senior-level management, consulting and product development experience in the insurance and healthcare industries. Marc co-leads the Texas EB Sales Teams. Marc initially joined Holmes Murphy in 2010 as a Senior Benefits Consultant. He took time away from the firm beginning in 2013 to help launch a new company, Healthcare Highways, where he performed the roles of Executive Vice President and Chief Operating Officer. Additionally, as a member of the Executive Team, Marc was instrumental in helping develop the strategic direction, particularly as it relates to operational excellence and innovation. During this time, Marc was also instrumental in the launch of ReveloHealth. He returned to Holmes Murphy in 2022 to resume his primary interest of helping employers optimize their employee benefit plans. Marc holds a bachelor's degree in Biomedical Engineering from Texas A&M University.

NANCY FUENTES – SR. BENEFITS ANALYST



Nancy Fuentes is a Sr. Benefits Analyst for Holmes Murphy. In this role, Nancy is a direct customer service advocate for all her client's employees and dependents. Her role is not to replace the customer service functions that each vendor/carrier provides. Rather, one of her functions is to ensure these vendors are providing the level of service clients expects and for which it pays. Nancy is viewed as an extension of your HR department and focuses on educating employees about their benefits and ensure they are realizing the maximum value the programs can provide. Through her work, she advocates on behalf of your employees to resolve any number of issues or hurdles they may face when dealing with your vendor partners.

SUBJECT MATTER EXPERTS (SMEs)

In addition to your core consulting team, the city will have access to the following subject matter experts.

LANCE LANKFORD - COMPLIANCE DIRECTOR/ATTORNEY



Lance Lankford is the Compliance Director for Holmes Murphy and will support the day-to-day consulting team for any compliance matter for the City of Ennis. In this role, he reviews policies and plans to ensure consistency and coverage, provides legal analysis and consultancy for client stop loss and life and disability issues, addresses complex claim issues to ensure resolution and reimbursements for clients, and negotiates and finalizes agreements on behalf of clients. Prior to this position, Lance worked with Lockton Companies, Consilium Sports Group, American Airlines Center, and the Dallas Stars. Lance earned his bachelor's in Business Administration degree and Juris Doctorate from the University of Michigan. He is a General Lines Agent (Life, Accident, Health, and HMO) licensed by the Texas Department of Insurance and received his license to practice law from the State Bar of Texas. Lance is a member of the Self-insurance Institute of America and serves on the Board of Directors of St. Andrew's United Methodist Church in Plano, Texas. Beyond work, Lance enjoys sports, reading, traveling, and spending time with his family.

LEIA SPOOR - VICE PRESIDENT CLINICAL AND EXPERTISE SERVICES



Leia Spoor joined Holmes Murphy in 2019 as Senior Clinical Consultant. In her role as Clinical Director, Leia is a resource for all the EB clients and works closely with our Client Learning and Understanding Engine (CLUE) as part of the Health Asset Management team. She is responsible for bringing disease-specific reporting to approach data from a new perspective to drive decision-making and identify interventions that will have impact for clients. Additionally, Leia supports initiatives that enhance employee communications and organizational culture, fostering meaningful connections and engagement across client organizations. Prior to joining Holmes Murphy, Leia was Director of Health and Wellness at Baylor Scott & White Health. At Baylor, she was responsible for developing the first comprehensive wellness program for the organization, achieving measurable results and numerous national recognitions for its success in improving health in the lives of employees and family members. Leia is also one of the Top 100 Wellbeing Leaders for the Corporate Health & Wellness Association.

Leia earned her Bachelor of Science in Biomedical Science and Master of Public Health from Texas A&M University. She is also a Diplomate from the American Board of Lifestyle Medicine. Active in her community, Leia is a member of many clubs and organizations related to her church and children's school. In her time outside of work, she enjoys traveling to Costa Rica and spending time with family and friends.

ERIKA AVILES - CLINICAL CONSULTANT



Erika Aviles joined Holmes Murphy in 2021 as a Clinical Consultant. Erika is a part of the Clinical Strategies team, where she assists in evaluating many of the different clinical point solutions in the industry to identify which are best-in-class for Holmes Murphy's Clients. In addition, Erika manages vendor relationships to ensure client teams have the most up-to-date information as well as develops a connection with vendors to maintain their partnership with Holmes Murphy. Erika assists with the CLUE reporting analysis that aids clients in identifying any gaps in care within their population as well as their health risk status. Prior to joining Holmes Murphy, Erika worked at the Baylor Institute for Rehabilitation at the Tom Landry Center as a Physical Therapy Aide for three years resulting in her passion of preventive healthcare and disease management services. Erika received her bachelor's degree from Lubbock Christian University. She then went on to receive her Master's degree in Health Promotion Management from Southern Methodist University in May 2022. Outside of work, Erika loves playing sand volleyball and soccer, exploring new restaurants, and being outdoors.

BILL MAGEE, CEBS - FINANCIAL AND ACTUARIAL SERVICES DIRECTOR



As Director of Financial & Actuarial Services for our Employee Benefits division, Bill Magee leads a team of actuaries, underwriters, and analysts who assist our clients by analyzing the financial impact of their employee benefits plans and providing financial expertise including monthly reporting, IBNRs, and overall health plan budgets. Prior to joining Holmes Murphy, Bill was an Underwriting Manager for Quantum Health and a Consultant at Aon. Bill earned a bachelor's in Mathematics from The Ohio State University, and he is a Certified Employee Benefits Specialist (CEBS). In his free time, Bill enjoys soccer, learning, and spending time with his wife, Mae, and their two children, Tommy and Colby.

NATHAN CASSIN - PHARMACY DIRECTOR



Nathan Cassin leads our Pharmacy Consulting Practice. Nathan's 10 years of pharmacy experience, in addition to his financial thought leadership and industry acumen, will result in pharmacy savings to our clients. Nathan's areas of expertise include PBM financial analysis, strategic consulting, data analytics, and best-in-class contract language and negotiations. Nathan earned a Bachelor of Science degree in Economics from Minnesota State University, Mankato, Summa Cum Laude. In addition to being a dad and spending time with his family, Nathan enjoys trap shooting, fishing, cooking, bicycling, and following Minnesota sports teams.

MICHELLE WEIL - SR. COMMUNICATION CONSULTANT/SHAREHOLDER



As a Sr. Communication Consultant on our Employee Benefits team, Michelle Weil works with our clients to enhance their employees' knowledge, use, and engagement of and with the benefits our clients offer. Michelle understands that every employee is different. As a result, she tailors communications to meet employees where they're at based on their tenure, family dynamics, work environment, lifestyle, the generation in which they fall, etc.

Michelle believes in the power of continual education and development and stays current on trends and the best ways to connect with employees. This, along with her background in Human Resources, helps her bridge the gap between organizational employee benefits challenges and employees' needs, with the end goal of ensuring employees are always informed and understand their benefits package.
Prior to joining Holmes Murphy more than a decade ago, Michelle spent several years as a social worker specializing in adult mental illness.

Michelle attended Iowa State University, where she earned degrees in Psychology and Sociology. In addition to her education, Michelle is certified in Gallup Strengths and has her Thriving Workplace Culture Certification. In her spare time, Michelle enjoys spending time with her husband and blended family of three girls and one boy. She is also actively involved in her church and her children's arts and sports activities.

TED HOLT - DIRECTOR OF STOP-LOSS SERVICES, AVANT SPECIALTY BENEFITS



Ted Holt serves as the Director of Stop Loss Services. In this role, Ted's aim is to build and develop best-in-class medical stop loss procurement and ongoing management solutions for Avant Specialty Benefits to serve colleagues and clients. He aims to develop internal practices and carrier partnerships that add stability to an otherwise volatile product. Ted attended Southern Methodist University (SMU) and received his Bachelor of Business Administration in Marketing from Cox School of Business. Prior to joining Avant, Ted worked at Voya Financial as a Senior Sales Representative where he qualified for Sales Leader of the Year Club 5 times. Ted also completed the Employee Benefit Leadership Development Program in 2020. Ted enjoys bettering his community through various volunteer opportunities. He does this through his participation in Habitat for Humanity builds, coaching/supporting youth sports through local programs, and by getting involved with organizations like GRACE and the North Texas Food Bank. When Ted does have free time, he spends it with friends and family.

2. Team Member Certifications and Licenses

Consultant	Title	Role	Certification	License
David Gibson	Vice President	Strategy/Financials	Certified Employee Benefits Specialist	Texas Insurance License
Chyna Vincent	Client Executive	Lead Consultant	Certified Healthcare Fiduciary Coach	Texas Insurance License
Kayla Padilla	Account Manager	Project Manager		Texas Insurance License
Nikki Morgan	Sr. Client Consultant	Consultant	Accredited Customer Service Representative	Texas Insurance License
Shawn Quildon	Vice President	Peer Review	Professional, Human Resources	Texas Insurance License
Marc Pinney	Vice President	Executive Sponsor		Texas Insurance License
Nancy Fuentes	Sr. Benefits Analyst	Member Advocate		Texas Insurance License
Lance Lankford	Compliance Director/Attorney	Compliance	Juris Doctor	Texas Insurance License
Leia Spoor	VP - Clinical Consulting	Clinical Strategies	Diplomate, American Board of Lifestyle Medicine	
Erika Aviles	Clinical Consultant	Clinical Strategies		
Bill Magee	Financial Director	Projections	Certified Employee Benefits Specialist	
Nathan Cassin	Pharmacy Director	Pharmacy Strategy		
Michelle Weil	Consultant	Communications	Thriving Workplace Culture Certified	
Ted Holt	Vice President	Stop Loss Consultant		Texas Insurance License

3. Availability & structure

Holmes Murphy is structured to provide high availability, shared accountability, and reliable continuity of service—all critical for public-sector employers operating in a highly visible, compliance-driven environment. Our service structure is intentionally designed to ensure the City always has access to both day-to-day support and senior-level strategic expertise, without relying on a single individual.

Service Team Structure

The City will be supported by a dedicated Client Experience Team, carefully assembled based on the size, complexity, and workforce profile of your organization. This team functions as an extension of your Human Resources and Benefits staff and is supported by our broader bench of in-house specialists. Key elements of our structure include:

- **Primary Relationship Manager -** This individual serves as your central point of coordination, accountability, and strategic leadership. This role ensures alignment with City objectives, oversees service delivery, and leads both short- and long-term benefits planning. If awarded the business, we will coordinate a time for introductions so that we can ensure the longevity of our partnership and have a firm understanding of how we can serve our client.
- **Day-to-Day Account Management Support -** The City of Ennis will have dedicated service professionals handle ongoing administrative support, vendor coordination, issue resolution, and employee escalation support to ensure responsiveness and efficiency.
- **Shared Accountability Model – The City of Ennis will be supported by multiple senior-level professionals who share responsibility for outcomes. This model provides continuity, avoids single-point dependency, and ensures uninterrupted service due to vacations, turnover, or unexpected absences.**
- **Specialty Subject Matter Experts (as needed) -** Your team will have direct access to in-house experts in:
    - Compliance and benefits law
    - Actuarial and financial analysis
    - Pharmacy consulting
    - Clinical and wellbeing strategy
    - Communications and employee engagement
    - Stop-loss and vendor negotiations

This structure ensures expertise is available when needed, rather than limited to scheduled reviews.

Availability & Responsiveness

Holmes Murphy understands that cities operate continuously and issues often arise outside of renewal cycles or standard business rhythms. Our availability standards reflect that reality:

- Ongoing access to your service team during regular business hours
- Direct email and phone access—no call centers or ticket queues
- Prompt response expectations, particularly for employee issues, claim escalations, compliance questions, and time-sensitive matters.
- Escalation pathways that provide access to senior leadership when appropriate

Because our teams are locally supported, we are able to provide timely, informed responses grounded in local market and regulatory knowledge.

Meeting Cadence & Engagement

We do not believe in a one-size-fits-all meeting calendar. Instead, meeting frequency and purpose are established collaboratively based on your City's preferences and needs. Common engagement touchpoints include:

- Biweekly ongoing service meetings with the City and the designated HMA service team
- Regular strategic planning meetings (quarterly or semi-annual)
- Annual renewal and budget strategy sessions
- Open enrollment and communication planning
- Compliance updates and legislative impact discussions
- Ad hoc meetings for emerging issues, executive requests, or market changes

Each meeting is guided by a clear agenda and action plan, ensuring productive use of time and measurable progress.

Continuity, Stability, & Succession

As a privately held, employee-owned firm, Holmes Murphy maintains low turnover and long-tenured client teams, which is especially important for public entities seeking consistency and institutional knowledge. Succession planning, documentation standards, and team-based service ensure that the City's program is well supported over the long term.

Commitment to Public-Sector Partnership

Our availability and structure reflect our understanding that municipalities require more than transactional brokerage services. You need a partner who is present, accessible, and accountable—one who can respond to immediate needs while helping steward the City's benefits program responsibly over time. Holmes Murphy is built to deliver exactly that.



Approach to Benefits Strategy & Cost Containment

1. Cost control strategies

Holmes Murphy approaches cost control as a disciplined, multi-year strategy, not a one-time renewal exercise. For public sector employers, particularly cities operating within fixed budgets, public accountability standards, and diverse workforce requires effective cost control , intentional planning, continuous monitoring, and rigorous execution. Our strategies are built to balance fiscal responsibility, employee wellbeing, and long-term sustainability.

Our Cost Control Philosophy

We believe meaningful cost containment is achieved by addressing both the drivers of cost and the systems/programs used to manage them. This includes claims utilization, pharmacy spend, vendor performance, funding strategy, population health, and employee behavior supported by strong governance and accountability.

We see a change in approaching the high claims population. High-level claims summaries are no longer enough on their own. Carriers want to understand what drives claims, where care is delivered, which networks and providers are involved, and what treatment protocols are ahead. By asking better questions, we can expect partners to bring equally thoughtful answers.

Our work is guided by our proprietary DRIVE client delivery process, which integrates cost control into every phase of service delivery: Strategic Planning, Strategic Delivery, and Strategic Review.

Core Cost Control Strategies

Strategic Funding & Risk Management

We evaluate and benchmark all available funding structures—including fully insured, level funded, self-funded, and alternative risk mechanisms—to ensure the City's benefits strategy aligns with its risk tolerance, cash flow, and budget objectives. Actuarial modeling and multiyear projections are used to stress-test options and avoid short-term decisions that create long-term volatility.

Independent Financial & Actuarial Analysis

Our in-house actuarial and financial teams provide:

- Budget development and reforecasting
- Internal underwriting and trend analysis
- Contribution and plan design modeling
- Large-claim and high-cost claimant analysis

This allows cost drivers to be identified early and addressed proactively, rather than retroactively at renewal.

Pharmacy Cost Management

Prescription drug spend is one of the fastest-growing components of healthcare costs. Our dedicated pharmacy consulting team supports:

- Competitive PBM procurements
- Contract and rebate audits
- Clinical and formulary strategy alignment
- Specialty pharmacy oversight
- All recommendations are vendor-neutral and designed to reduce total plan cost without member disruption.

Vendor Accountability & Market Leverage
Holmes Murphy negotiates more than 2,500 benefit renewals annually and represents over $10 billion in total health and welfare spend. This scale, combined with independent internal underwriting, allows us to challenge carrier assumptions, negotiate stronger financial and contractual terms, and hold vendors accountable to agreed-upon performance standards.

Clinical & Population Health Strategies
Using our proprietary data analytics platform (CLUE), we identify disease trends, utilization patterns, and leading indicators of future cost. We work with cities to deploy targeted clinical, wellbeing, and navigation solutions focused on the conditions that drive the greatest spend—without relying solely on cost shifting to employees.

Governance, Accountability & Execution

Cost control only works when strategies are executed consistently and tracked systematically. Holmes Murphy establishes a custom Strategic Plan and project management framework for each client to ensure accountability and follow-through.
Key elements include:

- A documented Strategic Plan developed during onboarding
- Clearly defined objectives, responsibilities, milestones, and timelines
- Regular review cadence (monthly, bi-monthly, or quarterly, as appropriate)
- Proactive issue identification and course correction using a "no surprises" approach

This structure ensures that cost control initiatives do not stall due to competing priorities, staff turnover, or lack of follow-through—common challenges for public entities.

Long-Term Public Sector Focus

For municipalities, cost control is not about a single plan year—it is about protecting the City's ability to offer competitive benefits while responsibly stewarding public funds, limiting future liabilities, and honoring the prior commitments. Holmes Murphy's experience with public entities allows us to design strategies that are durable, defensible, and aligned with governance expectations, while remaining flexible as workforce needs and the healthcare marketplace evolve.

2. Data analytics capabilities

WELLNESS AND WELLNESS AND WELLBEING INITIAVESELLBEING INITIAVES USING DATA ANALYTICS

Under the direction of our VP of Clinical Wellbeing, Leia Spoor, the Holmes Murphy Clinical Wellbeing Strategies team is comprised of Clinical Wellbeing Consultants with more than 40 years of combined experience in the wellbeing industry. We provide a comprehensive, data-driven consultative approach that supports the physical, mental, and emotional wellbeing of employees.

We recognize that the whole person comes to work each day, and understanding the full range of employee needs is essential to building a resilient, thriving workforce. Our strategic process begins with developing a deep understanding of an organization's population, culture, and goals. This foundation allows us to uncover meaningful insights that drive targeted, impactful solutions.

Using our holistic and analytic approach, we can help organizations identify key health risks, top disease states, and the conditions contributing most to cost and utilization trends. Our discovery process—supported by tools such as CLUE, robust data collection, discovery questioning, and population assessments—translates complex analytics into actionable recommendations aligned with organizational priorities. The outcome is a wellbeing strategy intentionally designed to address areas of greatest need, strengthen workplace culture, and deliver measurable improvements in outcomes, engagement, and long-term planning.

Through this process our team is responsible for:

- Designing Clinical Wellbeing initiatives that meet the needs of the employer.
- Assessing your population through discovery questions, collecting and reviewing data.
- Identifying wellbeing goals that align with organizational goals.
- Building a supportive culture through leadership, wellness committees, and the environment.
- Understanding the health risks, top disease states, and conditions driving a client's cost and health status in the population.
- Identifying initiatives and strategies around prevention, lifestyle, chronic conditions and culture that will be the most impactful.
- Leading RFI processes that match potential strategies and recommendations to meet the client's needs.

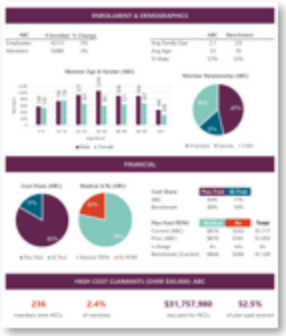
Through the Client Learning and Understanding Engine (CLUE), we evaluate the effectiveness of these initiatives and use the insights gained to refine care pathways. We utilize a comprehensive set of success metrics—spanning participation, behavioral and utilization trends, clinical outcome improvement, cost containment, and participant-perceived value—to ensure a meaningful and measurable impact.

DATA ANALYTICS

Holmes Murphy is on the cutting edge of healthcare analytics utilizing CLUE's cognitive systems to understand, reason, and learn – helping to translate information into knowledge that can help drive more informed decision-making. Coupled with the human knowledge and insight of our data analytics and clinical strategies team, Holmes Murphy is leading the industry.

CLUE™
CLIENT LEARNING AND UNDERSTANDING ENGINE

Our CLUE data warehousing, analytics, cognitive computing, and learning system gives us the capability to provide insights that are focused, actionable, and measurable. CLUE reporting includes:



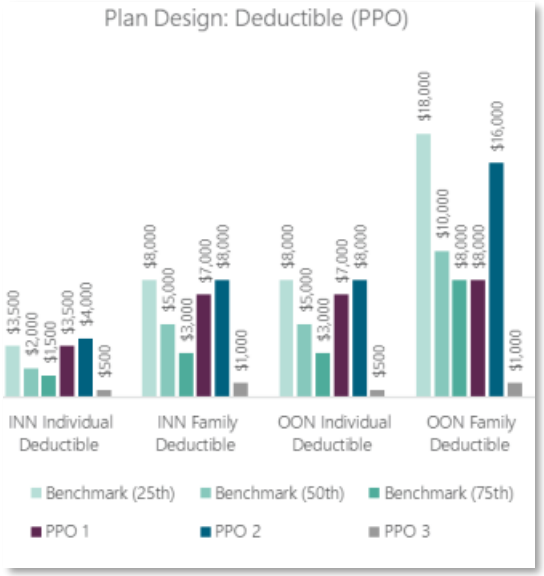
- **Disease-Specific Reporting:** Holmes Murphy's proprietary disease-specific reporting involves approaching data from a new perspective to drive decision-making and identify interventions that will have the most impact for a specific customer. Our diseases of focus are Cancer, Cardiovascular, Diabetes, Mental Health and Musculoskeletal. The exhibit to the right features a client's specific data and takes a deep dive into the progression of disease and what risks are present in the population that are on their way to developing disease. This information helps our clients and consulting teams design benefit plans and solutions to proactively identify at-risk plan participants and to attack risk factors that lead to most claim dollars spent. **Sample reporting is included in the Appendix.**
- **Biometric Data Integration:** When available, biometric screening data helps to refine disease-specific reporting, understand cost drivers as related to biometric values, and measure the impact of wellbeing programs and strategies.
- **Financial and Utilization Reporting:** The CLUE platform provides us with the ability to understand cost drivers – both price and utilization – and compare those to benchmarks. This dashboard will provide Ennis with insights to utilization and pricing changes that are driving overall healthcare spend.



- **Outcomes Analysis and Measurement Reporting:** This reporting is being built within CLUE to measure change in behaviors, utilization, costs, and vendor engagement to ensure that the programs and strategies are performing as desired. Holmes Murphy will begin developing these Outcomes Reports for our preferred partners first, where we have negotiated intake of the necessary reporting at no cost to our clients.
- **Benchmark Information:** A comparison of your experience to benchmark norms from other companies in your peer group or industry provides a guidepost for determining if issues exist with your benefit programs or health plans.

BENCHMARKING

Holmes Murphy uses a combination of internal book of business data, national information, and custom benchmarking surveys to help identify and analyze your competitive positioning. Holmes Murphy's primary benchmarking solution provides access to data covering more than 7,500 employers nationwide and delivers benchmarking reports targeted to any combination of industry, location, and size.



This tool focuses solely on providing employee benefits benchmarking to our clients. In addition to medical and pharmacy benefits, we can also provide reports for dental, vision, life, short-term disability, and long-term disability.

This tool's robust database covers more than 11,500 employers nationwide and includes more than 65,000 active benefit plans from medical to disability. The benchmarking data is sourced from both an exclusive national employer survey as well as direct licensing deals with brokers and consultants across the country.

For benchmarking on clinical health and utilization, our data warehousing tool will provide Ennis advanced analytical data from both a clinical health and financial health perspective with access to the CLUE database, including:

- 275 unique measurements
- 9,500+ benchmarks
- Benchmark categories on cost, use, price, quality, condition specific, and screening measures

In addition, on behalf of our clients, we obtain the Mercer National Survey of Employer Sponsored Health Plans annually. The survey includes a breakdown specific to employer size and specific industries. The survey includes benchmarking information on design, cost, employee cost share, strategic solutions, eligibility, wellbeing programs, and retiree healthcare. We also leverage resources available through carriers, such as book of business and industry reporting. While benchmark reports provide many data points, we believe that the most important part of benchmarking is adding meaningful analysis, reflections, and information that will inform your long-term strategy. Your consulting team will compile the data and present the information back to you for strategic planning and effective decision making.

3. Renewal strategy

Holmes Murphy's renewal strategy is proactive, data-driven, and grounded in long-term fiscal stewardship. For municipal employers operating within fixed budget cycles and public accountability requirements, renewal decisions must be defensible, transparent, and sustainable. We do not treat renewal as a once-a-year pricing event; renewal planning is embedded in our DRIVE client delivery process and begins months before carrier action.

Proactive, year-round planning

Our approach starts with a clear understanding of the City's:

- Financial objectives and budget constraints
- Workforce demographics and utilization trends
- Risk tolerance and funding philosophy
- Labor, governance, and public accountability considerations

Throughout the year, our Client Experience Team monitors performance and market dynamics so renewal discussions are informed, intentional, and never rushed.

Structured renewal process

1) Pre-renewal strategic planning

We align objectives early by reviewing plan performance and trend drivers, claims/utilization/pharmacy data, benchmarking to comparable public entities, compliance considerations, and plan design/contribution/funding alternatives.

2) Independent underwriting & financial modeling

Before initial carrier terms are presented, we complete internal underwriting and actuarial analysis to validate assumptions, isolate true cost drivers, model scenarios, and build a defensible negotiation position.

3) Market evaluation & negotiation

Based on strategy and conditions, we may negotiate aggressively with incumbents, conduct targeted market checks, or issue a partial/full RFP (medical, pharmacy, stop-loss, ancillary). We leverage Holmes Murphy's market presence and public-sector experience to secure competitive pricing, strong contract terms, and performance guarantees.

4) Decision support & transparency

We present clear side-by-side options showing budget impact (including PEPM), risk considerations, employee cost-share implications, and operational/employee experience impacts—supporting confident, transparent leadership decisions.

5) Post-renewal execution & validation

We support contract/rate validation, implementation, communications and open enrollment planning, and post-renewal reforecasting to confirm alignment with the City's budget.

Built for cities

Municipal renewals must withstand public scrutiny and support long-term planning, not just the next plan year. Our renewal strategy prioritizes sustainability, predictability, and accountability, so the City's benefits program remains competitive, defensible, and financially sound over time.



Demonstrated Success & References

1. Measurable results

For case studies for how we have successfully driven results for other public entity clients, please see the Case Studies section of the appendix.

2. Client retention

Holmes Murphy's Employee Benefits division maintains a 95% client retention rate, sustained over multiple years. This level of retention reflects the strength of our long-term partnerships, our consistent service delivery model, and our commitment to measurable results. For public sector clients, including cities and municipalities, retention is driven by continuity of service, shared accountability, and proactive strategy—not transactional brokerage. Our team-based service approach ensures stability even as personnel or leadership changes occur, helping clients avoid disruption while maintaining institutional knowledge of their benefits program.

We view retention not as a goal, but as an outcome of delivering year-over-year value, transparent guidance, and dependable execution aligned with our clients' fiscal and governance responsibilities.

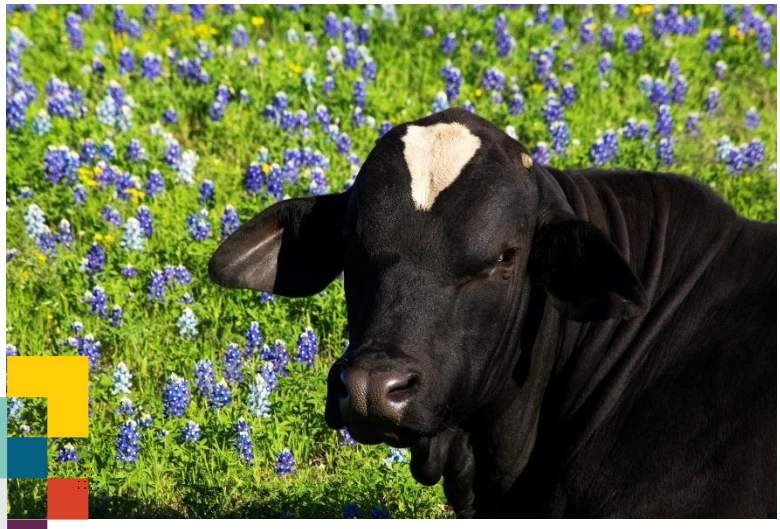
We have such high client retention not only because of our team, but also because we're heavily invested in the clients and communities that we serve. Each year our local office volunteers our time and resources helping others who are less fortunate.



3. References

Our passion is your success, and our clients will tell you just that. We are happy to provide the following references as they have agreed to do so. However, we do ask that prior to contacting these individuals directly, that you first schedule a window of time with us as to when our clients might expect to be reached. We have found through years of experience that your ability to visit openly with these references is enhanced when our clients are made aware of your outreach and time is scheduled in advance to share what it is like to work with our firm.

CURRENT CLIENTS	
Company Name	**City of Keller**
Contact Name and Title	Marcia Reyna - Director of Human Resources
Contact Phone and Email	(817) 743.4041; mreyna@cityofkeller.com
Number of Eligible Employees / Company Size	275
Services provided by Holmes Murphy	Full-Service Employee Benefits Consulting
Length of Relationship	8 years
Company Name	**City of Round Rock**
Contact Name and Title	Tyler Jarl - Human Resources Manager
Contact Phone and Email	(512) 218.5490; tjarl@roundrocktexas.gov
Number of Eligible Employees / Company Size	1,100
Services provided by Holmes Murphy	Full-Service Employee Benefits Consulting
Length of Relationship	13
Company Name	**City of Irving**
Contact Name and Title	Jason Hardy - Workforce Services Manager
Contact Phone and Email	(972) 721.8017; jhardy@IrvingTX.gov
Number of Eligible Employees / Company Size	2,000
Services provided by Holmes Murphy	Full-Service Employee Benefits Consulting
Length of Relationship	10



Service Model & Responsiveness

1. Communication Model

Holmes Murphy's communication model is intentional, structured, and highly responsive, designed to support the needs of public-sector organizations where clarity, consistency, and transparency are essential. We operate as an extension of the City's Human Resources and Benefits team, ensuring stakeholders have timely access to information and decision-ready insights throughout the year. Our communication approach includes:

- **Dedicated points of contact** through a Client Experience Team, providing both day-to-day access and senior-level strategic support
- **Customized meeting cadence**, established collaboratively and adjusted as City priorities, renewal timelines, or emerging issues evolve
- **Agenda-driven meetings** focused on current status, upcoming milestones, and forward-looking strategy
- **Clear, executive-level summaries** that translate complex benefit and financial data into actionable information for leadership
- **Proactive outreach**, ensuring the City is informed of market shifts, regulatory updates, or performance concerns as they arise—not after decisions are required

This model ensures City leadership, HR staff, and key stakeholders remain well-informed and aligned, while minimizing administrative burden.

2. Issue Resolution

Holmes Murphy takes a proactive and advocacy-based approach to issue resolution. While strong vendor relationships are foundational, we recognize that challenges involving claims, billing, eligibility, or administration can occur—and when they do, we act quickly and decisively on the City's behalf. Our issue resolution model includes:

- **Single-point coordination** through the City's dedicated Client Experience Team to avoid fragmented vendor communication
- **Issue tracking and escalation protocols** to ensure timely resolution and accountability
- **Direct vendor engagement**, leveraging our established relationships and market presence to resolve issues at the appropriate operational, or executive level when needed
- **Root-cause analysis**, so issues are not only resolved but prevented from recurring in the future
- **Transparent communication**, keeping the City informed of status, resolution steps, and outcomes

At all times, Holmes Murphy represents the City's interests first. We do not defer to carriers or service providers when outcomes fall short of expectations, and we remain engaged until resolution is achieved.

3. HR Support

Holmes Murphy provides comprehensive HR support designed to reduce administrative burden, enhance decision-making, and support a positive employee experience across the City's workforce. Each team member manages between 10-12 unique clients which is lower than the industry average. Our team functions as a trusted extension of the City's HR department, offering both tactical assistance and strategic guidance. HR support services include:

- **Day-to-day benefits administration support**, including employee eligibility, enrollment questions, and vendor coordination
- **Employee issue and claim escalation assistance**, helping HR staff resolve complex situations efficiently and effectively
- **Support for open enrollment and ongoing communications**, ensuring materials are clear, compliant, and accessible to a diverse workforce
- **Guidance on compliance and regulatory matters**, with access to in-house compliance expertise when questions arise
- **Strategic consultation**, supporting HR leadership with plan design considerations, contribution strategies, and workforce impacts

Our goal is to allow HR leaders and staff to focus on broader organizational priorities, while knowing they have a responsive, knowledgeable partner supporting the City's benefits program behind the scenes.



Compliance & Regulatory Expertise

1. ACA, HIPAA, reporting

Holmes Murphy provides comprehensive, proactive compliance support to help municipalities meet the complex and evolving requirements related to the Affordable Care Act (ACA), HIPAA, Local Government Codes, and required benefits reporting. Our approach is designed to reduce administrative burden, minimize risk, and provide City leadership and HR teams with confidence that obligations are being met accurately and on time.

Affordable Care Act (ACA) Compliance & Reporting

Holmes Murphy supports the City in navigating all applicable ACA requirements, with particular focus on large employer compliance and annual reporting obligations. Services include:

- **Eligibility and Coverage Review** - Evaluation of workforce classifications, variable-hour tracking, and benefit eligibility alignment to support compliance with employer shared responsibility requirements.
- **ACA Reporting Support (Forms 1094-C and 1095-C)** - Coordination with the City's payroll, HRIS, and/or reporting vendors to support accurate data collection, validation, and timely completion of annual ACA filings.
- **Affordability & Plan Design Guidance** - Analysis of plan affordability safe harbors and contribution strategies, with recommendations aligned to City budget objectives and compliance thresholds.
- **Ongoing Regulatory Monitoring** - Proactive communication regarding federal guidance, enforcement trends, and legislative updates that may impact ACA obligations for public-sector employers.

Our goal is to ensure ACA compliance is not treated as a once-a-year task, but as an integrated component of the City's benefits strategy and workforce management.

HIPAA Privacy & Security Support

Holmes Murphy assists the City in maintaining compliance with HIPAA privacy and security requirements related to employee health information. Our support includes:

- **Privacy and Security Guidance** - Education and guidance for HR and benefits staff on HIPAA privacy rules, permitted disclosures, and minimum necessary standards.
- **Business Associate Agreement (BAA) Support** - Identification of vendors and partners requiring BAAs and assistance coordinating execution and documentation.
- **Training & Awareness Resources** - Access to training materials and guidance to help staff understand their responsibilities in handling protected health information (PHI).
- **Issue Support & Incident Guidance** - Advisory support should potential privacy incidents or concerns arise, helping the City understand next steps, documentation needs, and risk considerations.

Holmes Murphy's role is to simplify HIPAA compliance expectations and provide practical, actionable guidance appropriate to a municipal environment.

Benefits Reporting & Ongoing Compliance Oversight

In addition to ACA and HIPAA, Holmes Murphy supports required benefits-related reporting and tracking to ensure accuracy, consistency, and timeliness. This includes:

- **Annual Compliance Calendar Management** - Tracking key federal notice and reporting deadlines and proactively reminding the City of upcoming requirements.
- **Carrier & Vendor Reporting Coordination** - Reviewing carrier-provided schedules and reports for accuracy and completeness, and assisting with follow-up when discrepancies arise.
- **Documentation Support** - Assistance organizing and maintaining reporting documentation to support internal governance, audits, or public transparency requirements.
- **Integrated Compliance Strategy** - Alignment of reporting and compliance efforts with plan design, funding strategy, and renewal decisions to avoid unintended exposure.

Public-Sector Focus

Holmes Murphy understands that municipal employers operate under enhanced public scrutiny and governance standards. Our compliance support is designed to be defensible, well-documented, and tailored to the realities of public service, helping the City remain compliant while maintaining focus on serving employees and the community.

2. Audit Support

COMPLIANCE REVIEW

One of the first things we will do as your consultant is a full compliance review. Our review method is based on a two-step process. The first step is to have a member of the Compliance team meet with Ennis to conduct a customized review of Ennis's health and welfare plans based on industry, geographic location, and plan designs. By customizing the review to Ennis, Holmes Murphy can focus on major compliance issues that need to be addressed immediately without bogging down the initial process by going through a checklist or automated application. We can also develop compliance training for Ennis based on the results of the review as well as on any topic requested by Ennis.



HOLMES MURPHY.

ABC Company, Inc.

Compliance Scorecard

STATUS LEGEND:
- = In Compliance
- = Needs Clarification/Further Research
- = Out of Compliance
- = N/A

TOPIC	DETAILS	CLIENT RESPONSE	STATUS
ACA REQUIREMENTS – PLAN DESIGN			
Essential Health Benefits (EHB)	Fully insured plan sponsors and self-funded plan sponsors covering EHBs must select a state to benchmark that coverage. Benefits covered under EHBs include ambulatory patient services, emergency services, hospitalization, maternity & newborn care, MH/SA, prescription drugs, rehabilitative/facilitative services/devices, laboratory services, preventive/wellness services and chronic disease management, and pediatric services including vision and oral care.	UHC is utilizing South Carolina as ABC Company's benchmark state	●
Removal of Limits on Essential Health Benefits	Annual and lifetime limits are prohibited for plan years beginning on or after January 1, 2014, unless a waiver was approved by HHS.	PPO – only day limits HSA – only day limits Core – only day limits	●
Pre-existing Condition Exclusions	Pre-existing condition exclusions must be eliminated for all plan participants for plan years beginning on or after January 1, 2014.	PPO – Confirmed HSA – Confirmed Core – Confirmed	●
HDHP/HSA Maximum OOP 2026	The 2026 maximum out of pocket limits are $8,500 for single coverage and $17,000 for family coverage. Cost-sharing applied to maximum OOP includes all essential health benefits covered under the plan to deductibles, copays and	PPO - $4,000/$8,000 (embedded) HSA - $6,000/$12,000 (embedded)	●

The information provided in this document is intended for use as a guideline and is not intended as, nor does it constitute, legal, tax, or professional advice. Holmes Murphy does not warrant that adherence to, or compliance with, any recommendations, best practices, checklists, guidelines, or sample language will result in a particular outcome or be compliant with applicable laws, rules, or regulations. In no event will Holmes Murphy, or any of its subsidiaries or affiliates, be liable in tort or in contract to anyone who has access to or uses this information for any purpose. All information contained in these documents have been compiled and obtained from sources believed to be reliable and credible but no representation or warranty, express or implied, is made by Holmes Murphy as to their accuracy or completeness. Furthermore, federal, state, provincial, municipal or local laws, regulations, standards or codes, as is applicable, may change from time to time and the user should always refer to the most current requirements.

f

The second step, which can run in tandem with the customized compliance review, is a simple scorecard that is completed by the Holmes Murphy service team with input from Ennis where we determine where Ennis is currently in compliance to federal and state laws for a large variety of compliance topics as they relate to health and welfare plans. This is a very user-friendly document and while the initial review is led by our client teams, we have found that this is a very helpful ongoing reference document for our clients. **To see a sample of our compliance scorecard, please see the compliance audit and tools samples section of the appendix.**

COMPLIANCE SIMPLICITY

We consistently hear from our clients how much they appreciate our ability to take complex compliance information and make it actionable for their staff members, showing them in real-life terms how communications we develop can take the burden of regulation and worry of compliance off their plates. We share the latest developments in employee benefits legislation and compliance updates through weekly compliance alerts, delivered via targeted email distribution lists.

Essentially, your weekly update will tell you anything significant that happened that week in the regulatory sphere and how it may affect your business. And both our account and compliance teams are available to discuss anything you find in those weekly updates if you have more specific questions.

Holmes Murphy is a market leader in providing education and training covering topics from HIPAA and COBRA compliance. Some of our recent events included:

- Webcast: Mental Health Parity Regulations
- Webcast: Medicare Part D Updates
- Webcast: Medicare, the Individual, and the Employer
- Webcast: Wellness Plans and ADA Guidance
- Webcast: FSAs, HRAs, and LSAs, Oh My!
- Webcast: The Basics of Fiduciary Duty

Holmes Murphy offers events and webinars with various Employee Benefits and Compliance topics for our clients to attend to keep them informed about the industry. Please visit our events and webinars page of our website at https://www.holmesmurphy.com/resources/events-webinars/ or scan the QR code for more information and to register today.

Compensation

Holmes Murphy would be willing to be engaged in a fixed fee basis. We propose to provide the full scope of services as outlined in this proposal for a fee of:

DESCRIPTION	FEE
Employee Benefit Consulting	**Based on current size and headcount, a compensation amount of $50,000 per year**

**Fixed fee for 2026, 2027, and 2028. Fixed fee will increase by +2.5% in 2028 and 2029.*

Compensation transparency is important to Holmes Murphy, and we strive to provide all our clients with a clear picture as it relates to our compensation beyond the traditional reports you may receive. We provide a compensation disclosure to you in good faith and on an annual basis as we value your full understanding of the relationship which you have with Holmes Murphy. This assumes Holmes Murphy is named consultant of record on all coverages. Holmes Murphy will only accept a commission if one exists on the city's current coverages. Common coverages with commissions include but not limited to voluntary plans.

Appendix

Appendix A Sample CLUE Report

Appendix B Sample Performance Summary Report

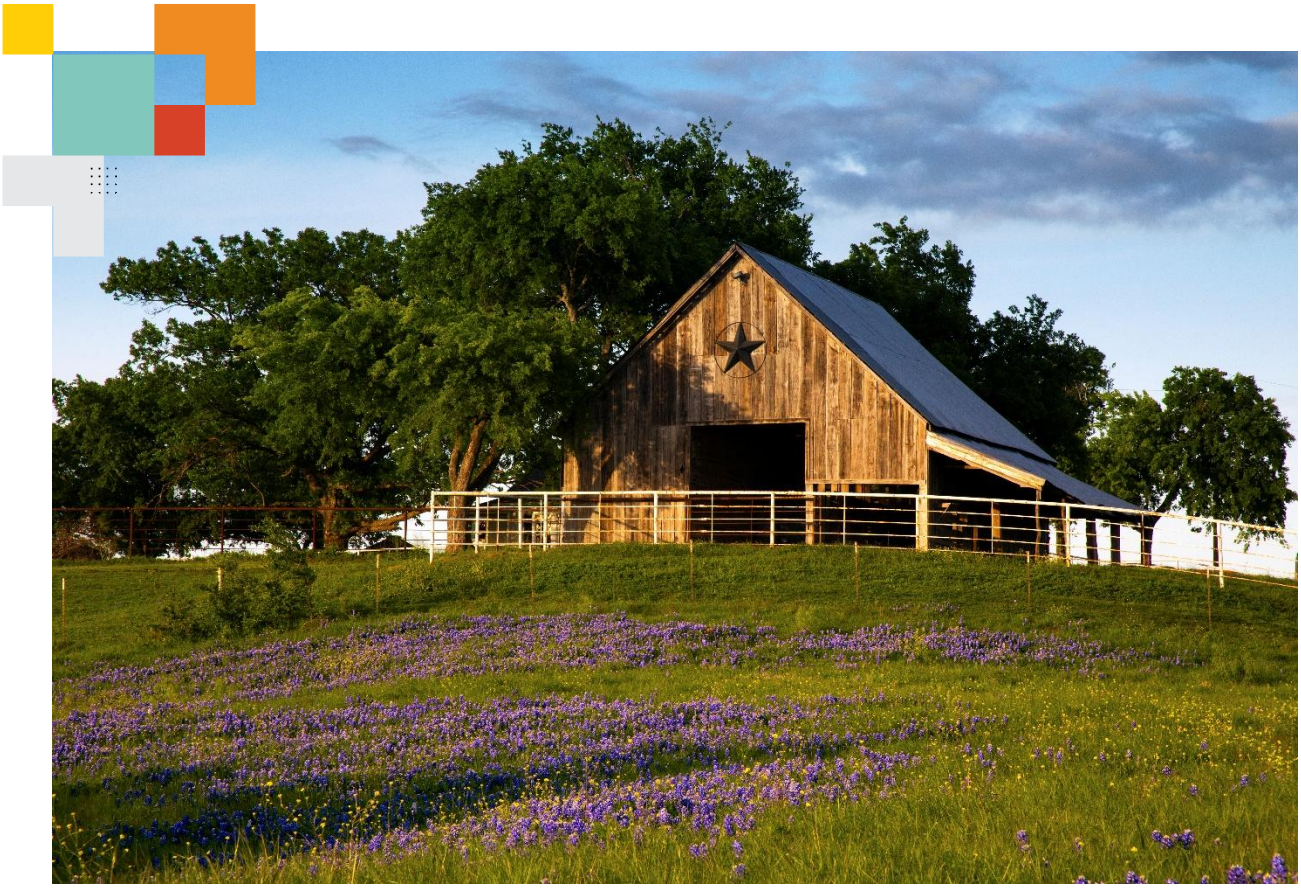
Appendix C Sample Benchmarking Report

Appendix D Case Studies

Appendix E Compliance Audit & Tools Samples

Appendix F Sample Employee Communications

Appendix G Required Forms



Appendix A

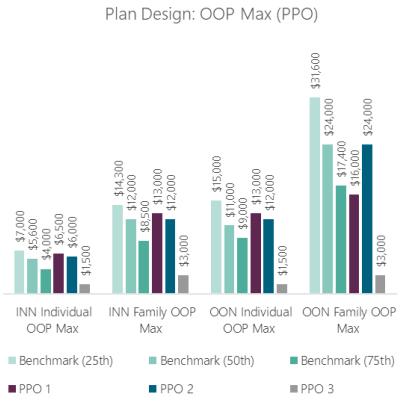
Sample CLUE Report



Data Analytics Capabilities

EMPLOYEE BENEFITS





Benefit Plan Benchmarking
Facilitates data comparison with similar companies to guide cost share adjustments, attract talent, ensure compliance, and enhance your benefits programs.

Benefit Plan Design
Provides real-time budget modeling through annual cost analysis and informed decision support for plan design, cost management, and early trend identification, minimizing budget surprises and administrative burdens.

Claim Analysis
Enables your benefits leaders to optimize plans, contain costs, and enhance employee wellbeing with data-driven decision-making and clear visualizations.

Claim Benchmarking
Helps your organization gain a competitive edge through aggregating and benchmarking claims and enrollment. This enables the identification of cost outliers and care gaps, pointing to strategies to contain cost and improves overall patient care.

Claim Modeling
Ensures payment integrity, risk management, and business intelligence in healthcare. It delivers unmatched price transparency, automates payment processes, improves coverage decisions, and offers predictive analysis.

At the forefront of our global approach to analytics is our proprietary platform, **CLUE** (Client Learning and Understanding Engine).

CLUE is designed to empower your organization with comprehensive **Forecasting, Benchmarking, & Analytics** insights into your risk management strategies, enabling informed decision-making and proactive risk mitigation strategies.

This suite of analytics tools underscores our commitment to providing advanced solutions that not only elevate your understanding of your business dynamics but also impact your risk management practices.

*CLUE solutions are customized to our client needs and based on data availability.

CLUE™ CLIENT LEARNING AND UNDERSTANDING ENGINE

(800) 247-7756 | holmesmurphy.com

HOLMES MURPHY

Health Plan Key Indicators

ABC Company

Data through Mar 2025

CLUE™
CLIENT LEARNING AND UNDERSTANDING ENGINE

Health Plan Key Indicators

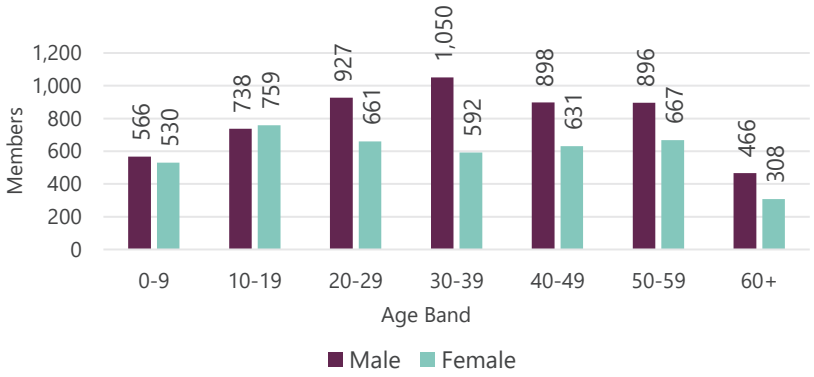
Prior Time Period: Paid Apr 2023 - Mar 2024; Current Time Period: Paid Apr 2024 - Mar 2025

ENROLLMENT & DEMOGRAPHICS

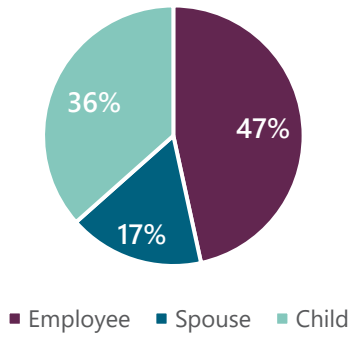
ABC	# Enrolled	% Change
Employees	4,513	5%
Members	9,688	3%

	ABC	Benchmark
Avg Family Size	2.1	2.0
Avg Age	33	35
% Male	57%	53%

Member Age & Gender (ABC)

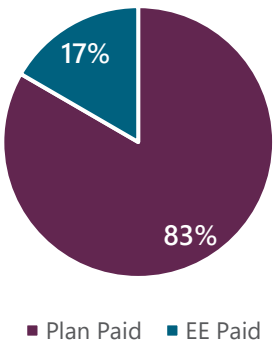


Member Relationship (ABC)

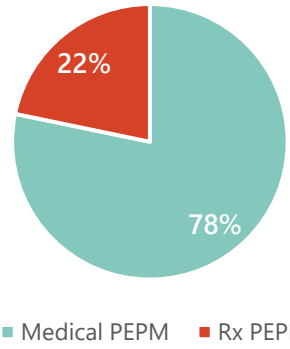


FINANCIAL

Cost Share (ABC)



Medical & Rx (ABC)



Cost Share	Plan Paid	EE Paid
ABC	83%	17%
Benchmark	86%	14%

Plan Paid PEPM	Medical	Rx	Total
Current (ABC)	$874	$243	$1,117
Prior (ABC)	$870	$181	$1,052
% Change	0%	34%	6%
Benchmark (Current)	$864	$285	$1,149

HIGH COST CLAIMANTS (OVER $50,000): ABC

236 members were HCCs

2.4% of members

$31,757,980 was paid for HCCs

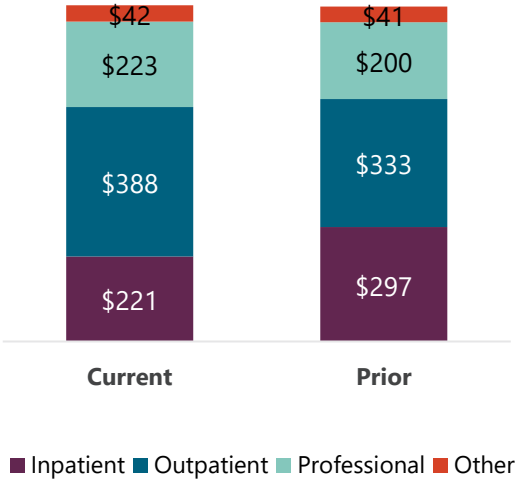
52.5% of plan paid amount

Health Plan Key Indicators

Prior Time Period: Paid Apr 2023 - Mar 2024; Current Time Period: Paid Apr 2024 - Mar 2025

MEDICAL COST & UTILIZATION

Cost Breakdown (PEPM)



77%

Members with a medical claim (ABC)

81%

Members with a medical claim (Benchmark)

ABC vs Benchmark	Current	Prior	Benchmark
Admits (per 1000)	57	53	51
Avg Length of Stay (Days)	4.3	5.2	4.8
Surgeries (per 1000)	107	103	112
ER Visits (per 1000)	269	228	198
Avoidable ER Visits	*39%*	*39%*	*36%*
Urgent Care Visits (per 1000)	153	143	201
Primary Care Visits (per 1000)	2,078	1,822	1,882
Preventive Visits (per 1000)	488	447	618
Specialist Visits (per 1000)	967	974	1,185
Telemedicine Visits (per 1000)	328	257	609

RX COST & UTILIZATION

60%

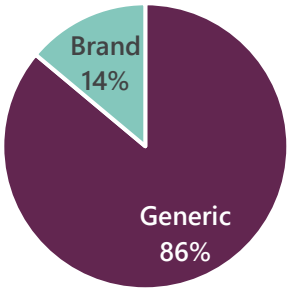
Members with an Rx claim (ABC)

65%

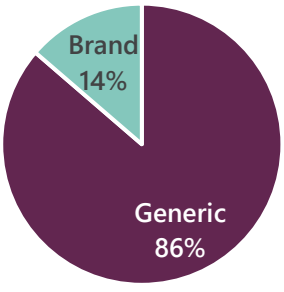
Members with an Rx claim (Benchmark)

ABC vs Benchmark	Current	Prior	Benchmark
Specialty Drugs			
Scripts (per 1000)	80	68	101
Paid per Script	$7,793	$6,674	$7,612
Paid PEPM	$111	$84	$128
Non-Specialty Drugs			
Scripts (per 1000)	7,153	6,615	8,853
Paid per Script	$103	$80	$107
Paid PEPM	$132	$98	$157
Total			
Scripts (per 1000)	7,233	6,683	8,954
Paid per Script	$188	$148	$192
Paid PEPM	$243	$181	$285

% of Scripts (ABC)



% of Scripts (Benchmark)

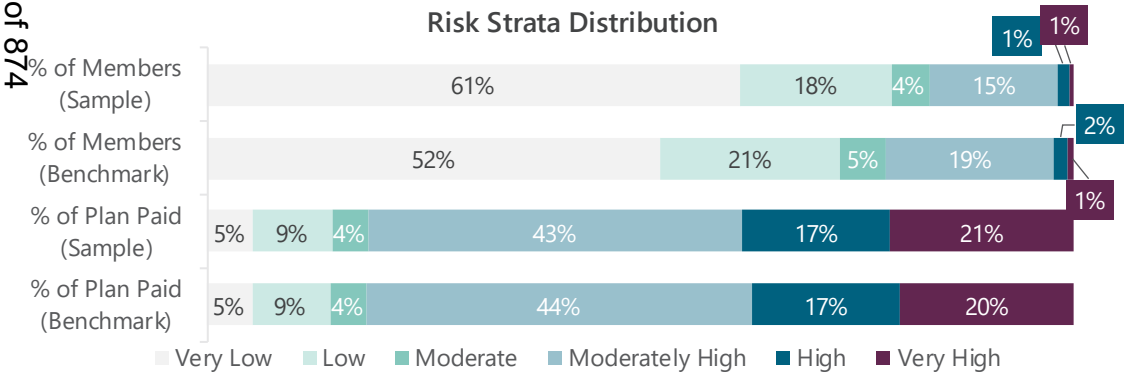


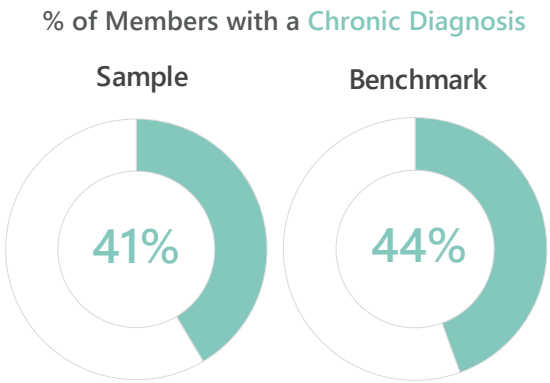
HOLMES MURPHY

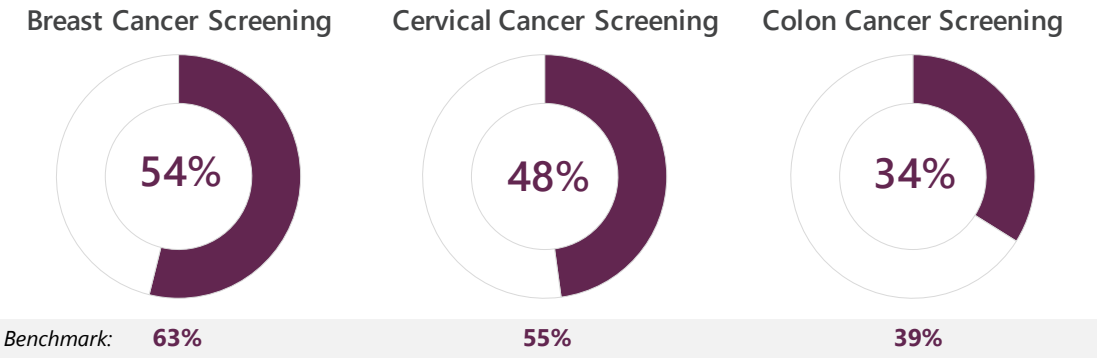
Sample Company
Annual Population Health Report

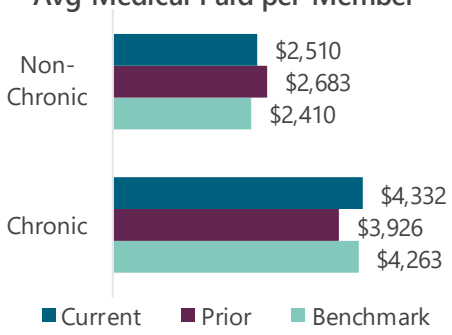
CLUE™
CLIENT LEARNING AND UNDERSTANDING ENGINE

Population Health Overview



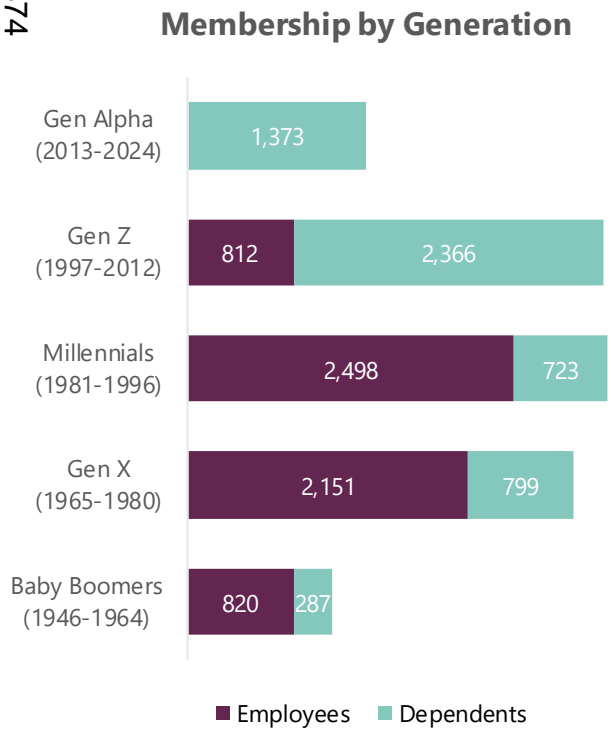






Prior Time Period: 2023, Current Time Period: 2024

Generational Trends



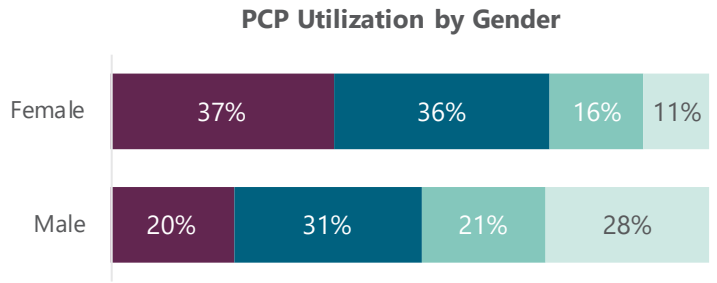
Top Diagnostic Chapters by Plan Spend					
	Gen Alpha	Gen Z	Millennials	Gen X	Baby Boomers
#1	Nervous	Visits & Preventive	Visits & Preventive	Circulatory	Cancer
#2	Visits & Preventive	Signs & Symptoms	Digestive	Musculoskeletal	Circulatory
#3	Perinatal	Mental Health	Signs & Symptoms	Cancer	Visits & Preventive
#4	Signs & Symptoms	Nervous	Genitourinary	Visits & Preventive	Endocrine & Metabolic
#5	Mental Health	Cancer	Mental Health	Digestive	Digestive

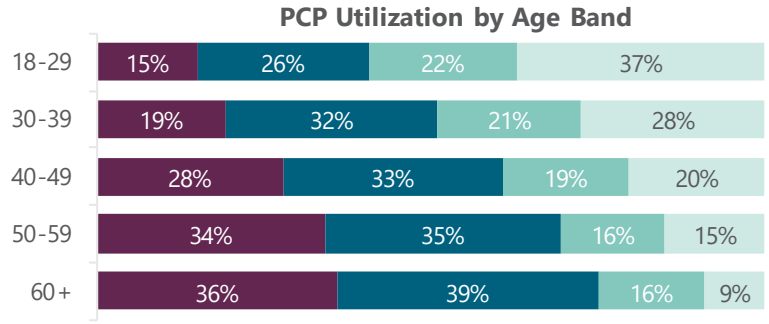
Utilization Patterns by Generation					
Per 1,000 Measures	Gen Alpha	Gen Z	Millennials	Gen X	Baby Boomers
PCP Visits	1,853	1,231	1,435	2,117	2,587
Specialist Visits	344	452	598	1,198	1,887
Telemedicine Visits	168	374	366	317	242
Urgent Care Visits	259	181	174	122	113
ER Visits	298	264	275	215	228
Rx Scripts	2,177	3,532	5,878	13,178	20,158

Time Period: 2024

Primary & Preventive Care

PCP Utilization Category	% of Members		Allowed Amount PMPY	
	Sample	Benchmark	Sample	Benchmark
Preventive Visit	26%	42%	$11,912	$11,281
PCP Visit, Not Preventive	33%	29%	$14,034	$14,716
Claims, No PCP/Preventive	19%	17%	$4,810	$5,799
No Claims	22%	13%	$0	$0





Notes:

- Item to note
- Item to note
- Item to note
- Item to note
- Item to note

Time Period: 2024; Population: Includes Active Employees and Spouses enrolled for the entire 12 month time period

Disease-specific Baseline

Notes:

- Item to note
- Item to note
- Item to note

Prevalence	2022	2023	2024	2024 (Benchmark)
Cancer	7%	7%	8%	11%
Cardiovascular	17%	18%	19%	19%
Diabetes	5%	6%	7%	9%
Musculoskeletal	27%	27%	26%	31%
Mental Health	14%	14%	14%	13%

Cost PPPY	2022	2023	2024	2024 (Benchmark)
Cancer	$9,600	$10,068	$11,833	$8,963
Cardiovascular	$3,420	$5,107	$3,798	$3,636
Diabetes	$3,496	$3,967	$3,849	$5,237
Musculoskeletal	$3,182	$2,861	$2,786	$3,369
Mental Health	$1,374	$1,978	$1,870	$1,856

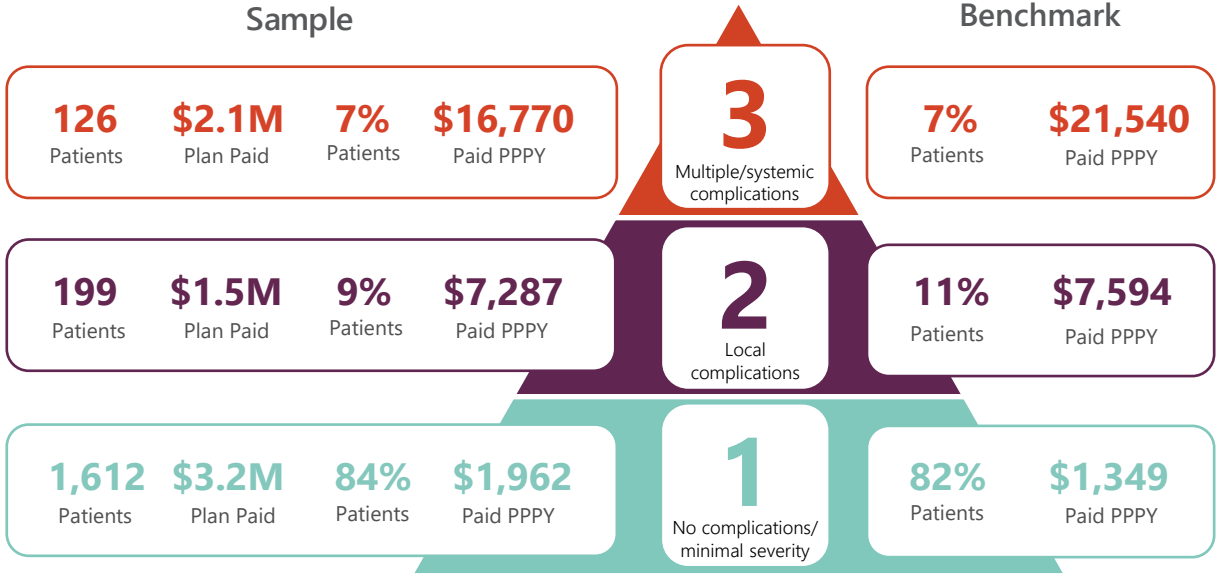
Time period: Episodes of care occurring during 2022, 2023, 2024
Population: Members over age 18

Cardiovascular Stages

Notes:

- Item to note
- Item to note

Stages for patients with an episode of care in 2024



Stages for 2023-2024 cohort

2024

2023	Stage 1	Stage 2	Stage 3
Stage 1	659	32	34
Stage 2	34	46	15
Stage 3	22	15	39

8% of cohort improved

83% of cohort had no change

9% of cohort worsened

Population: Members over age 18

Top Cardiovascular Episodes

Notes:
- Item to note
- Item to note

Episode Name	Patients	Plan Paid	Patients in Stage 1	Patients in Stage 2	Patients in Stage 3
Hypertension*	971	$1,836,694	899	14	58
Angina Pectoris	95	$738,434	78	17	
Arrhythmias	124	$526,535	49	68	9
Cardiomyopathies	26	$486,218	1	15	10
Lipid Abnormalities*	547	$445,595	547		
Mitral Regurgitation	12	$342,918	8	1	3
Thrombophlebitis	38	$327,129	11	23	7
Chronic Pericarditis	3	$322,883		2	1
Congestive Heart Failure*	33	$305,146			33
Coronary Artery Disease with AMI, V Fib, Shock, Cardi	15	$299,962			15

Time period: Episodes of care occurring during 2024
Population: Members over age 18

Key Findings & Recommendations

Insights

Going Well:

-
-
-

Watching Closely:

-
-
-

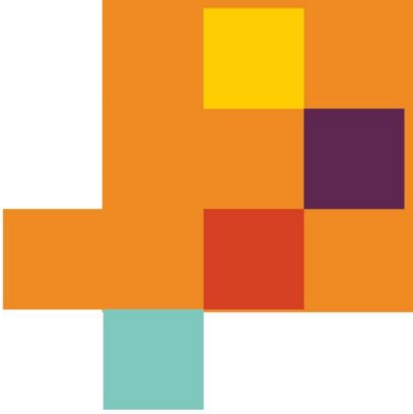
Impact

Recommendations:

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-
-

Appendix B

Sample Performance Summary Report





Company ABC

Performance Summary

Claims Through March 2025

HOLMES MURPHY

Company ABC Insurance Company

Plan Performance through March 2025

Total Medical / Pharmacy Plan Performance

- Total YTD (Jan '25 - Mar '25) plan cost is 3.3% or $222,176 under budget
- Per Employee Per Month (PEPM) plan cost is $1,530 (-3.3%) compared to the current budget of $1,583

Net Medical Claims (Medical Claims - Stop Loss Reimbursements)

- YTD net medical claims are 10.3% less than the previous plan year ($1,153 vs. $1,285 PEPM)
- Rolling 12 (R12) net medical claims are 21.6% higher than the previous 12 months ($1,314 vs. $1,081 PEPM)

Pharmacy Claims

- YTD pharmacy claims are 0.3% greater than the previous plan year ($335 vs. $334 PEPM)
- R12 pharmacy claims are 5.9% lower than the previous 12 months ($338 vs. $360 PEPM)

Membership

- Average YTD employee enrollment is 1,398 and membership is 3,609 for a contract size (members / employees) of 2.58
- 30.1% of employees are enrolled in single coverage and 69.9% are covering dependents

High-Cost Claimants

- 16 members have in excess of $50K in claims representing 24.2% of gross medical and pharmacy claims
- 0 members have exceeded the ISL Specific Deductible of $450K
- YTD stop loss reimbursements are estimated at $0 for an ISL loss ratio (reimbursements / ISL premiums) of 0.0%

National Trend[1]

- Health plan cost trend is the measure of change in allowed per capita claims cost year-over-year
- 2025 national projected medical trend is 7.9% for PPO Plans and 8.3% for HSA-eligible HDHPs
- 2025 national projected pharmacy trend is 11.4% (excludes pharmacy rebates)
- Actual plan trend will vary from national trend due to plan design and member demographics

1 2025 Segal Health Plan Cost Trend Survey

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Company ABC

ANNUAL COST PER EMPLOYEE

Total Gross Cost	Net Plan Cost
$18,358	$14,519

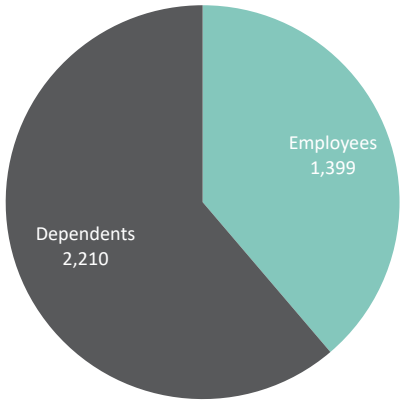
SURPLUS / (DEFICIT)

3.3%	$222,176

CLAIMANTS OVER $50,000

	Average Cost
16	$94,378

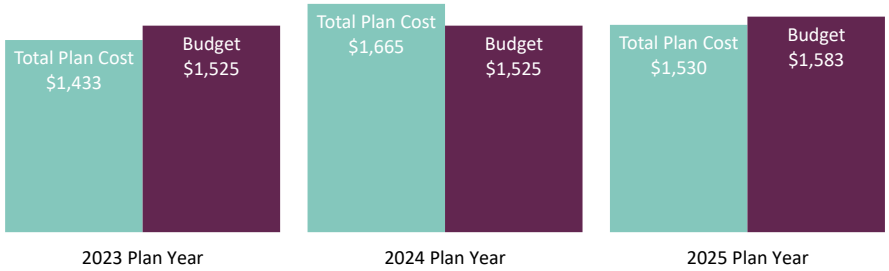
Current Membership



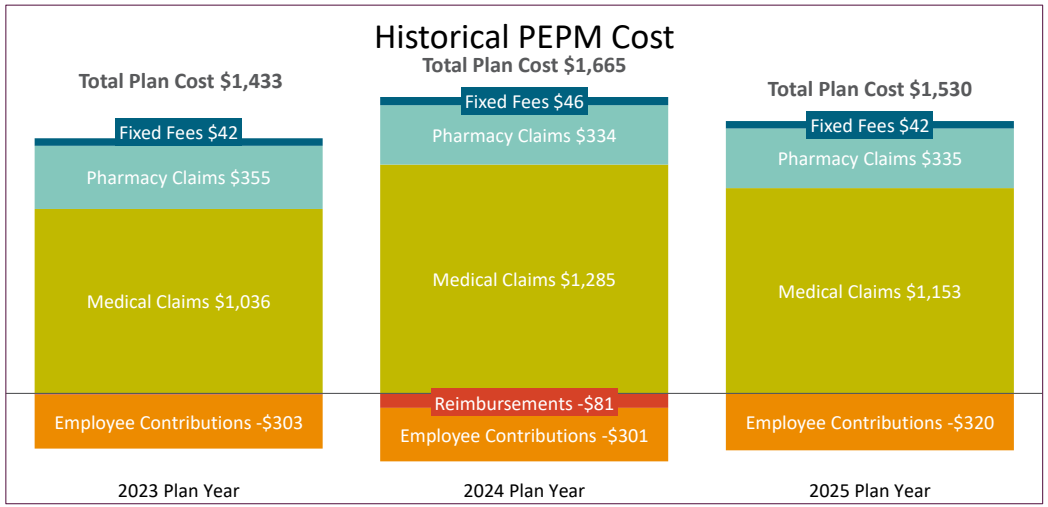
CONTRACT SIZE

2.58

Actual vs. Budget (PEPM)



Historical PEPM Cost



Claimants over $50K (HCC)

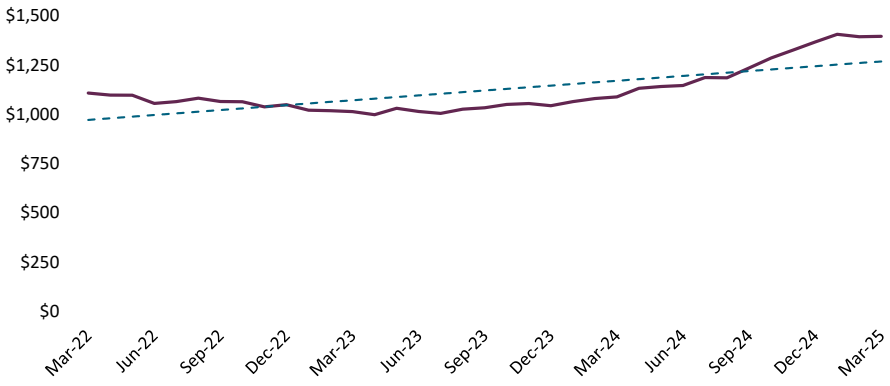


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HOLMES MURPHY

Company ABC

Gross Medical Trend (+10.2%)



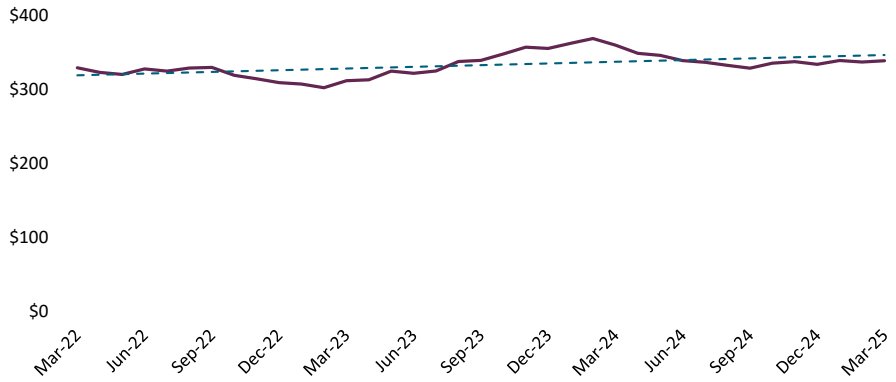
MEDICAL TREND

Company ABC's medical trend is a measure of the average year-over-year change in rolling 12 PEPM gross medical claims

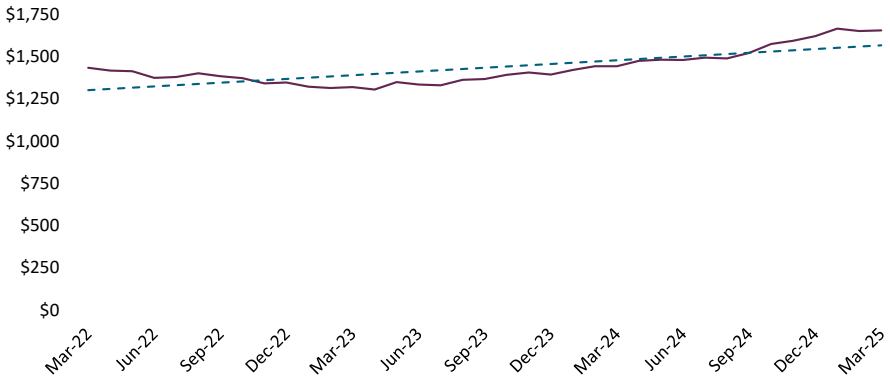
PHARMACY TREND

Company ABC's pharmacy trend is a measure of the average year-over-year change in rolling 12 PEPM pharmacy claims

Gross Pharmacy Trend (+2.9%)



Net Medical / Pharmacy Trend (+6.8%)



NET CLAIM TREND

Company ABC's medical and pharmacy trend is a measure of the average year-over-year change in rolling 12 PEPM net claims cost (medical claims + pharmacy claims - stop loss reimbursements)

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HOLMES MURPHY

Company ABC

All Plans

Claims from Jan '25 - Mar '25

2025 Plan Year Performance

Month	Enrollment		Claims				Fixed Costs			Total Cost		
	Employees	Member Count	Medical Claims	Pharmacy Claims	Stop Loss Reimbursements	Total Net Claims	Total Administration	Stop Loss Premiums	Pharmacy Rebates	Total Plan Cost	Employee Contributions	Net Plan Cost
Jan-25	1,401	3,619	$2,087,995	$502,664	$0	$2,590,659	$69,104	$57,390	($200,789)	$2,516,363	($449,148)	$2,067,215
Feb-25	1,395	3,596	$1,253,167	$430,819	$0	$1,683,986	$68,793	$57,125	$0	$1,809,904	($446,849)	$1,363,056
Mar-25	1,400	3,612	$1,496,067	$470,447	$0	$1,966,515	$69,020	$57,272	$0	$2,092,806	($446,400)	$1,646,407
Apr-25												
May-25												
Jun-25												
Jul-25												
Aug-25												
Sep-25												
Oct-25												
Nov-25												
Dec-25												
YTD Total	**4,196**	**10,827**	**$4,837,230**	**$1,403,930**	**$0**	**$6,241,160**	**$206,917**	**$171,786**	**($200,789)**	**$6,419,074**	**($1,342,397)**	**$5,076,677**
Prior YTD	**4,184**	**10,683**	**$4,344,099**	**$1,318,862**	**$0**	**$5,662,961**	**$217,232**	**$241,729**	**($254,790)**	**$5,867,133**	**($1,251,616)**	**$4,615,517**
Change	**0.3%**	**1.3%**	**11.4%**	**6.5%**	**n/a**	**10.2%**	**-4.7%**	**-28.9%**	**-21.2%**	**9.4%**	**7.3%**	**10.0%**
YTD PEPM		**2.58**	**$1,152.82**	**$334.59**	**$0.00**	**$1,487.41**	**$49.31**	**$40.94**	**($47.85)**	**$1,529.81**	**($319.92)**	**$1,209.88**
Prior YTD PEPM		**2.55**	**$1,038.26**	**$315.22**	**$0.00**	**$1,353.48**	**$51.92**	**$57.77**	**($60.90)**	**$1,402.28**	**($299.14)**	**$1,103.13**
Change		**1.06%**	**11.03%**	**6.15%**	**n/a**	**9.89%**	**-5.02%**	**-29.14%**	**-21.42%**	**9.09%**	**6.95%**	**9.68%**
R12 PEPM		**2.57**	**$1,395.03**	**$338.50**	**($81.25)**	**$1,652.28**	**$51.78**	**$53.54**	**($60.69)**	**$1,696.92**	**($306.33)**	**$1,390.59**
Prior R12 PEPM		**2.55**	**$1,088.20**	**$359.56**	**($7.38)**	**$1,440.37**	**$55.93**	**$43.24**	**($56.88)**	**$1,482.65**	**($301.36)**	**$1,181.29**

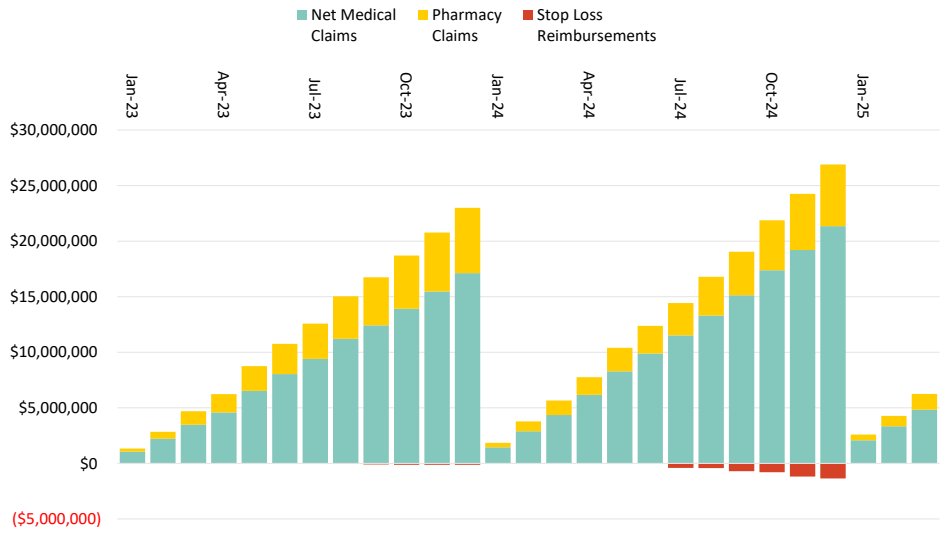
YTD Aggregate Performance

	Budget	Actual	Difference
Gross	$6,641,250	$6,419,074	-3.3%
Net	$5,298,853	$5,076,677	-4.2%
Surplus		$222,176	

YTD PEPM Performance

	Budget	Actual	Difference
Gross	$1,582.76	$1,529.81	-3.3%
Net	$1,262.83	$1,209.88	-4.2%
Surplus		$52.95	

Historical Performance



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HOLMES MURPHY

Company ABC

Claims from Jan '25 - Mar '25

2025 Plan Year Performance

Month	Enrollment		Claims				Fixed Costs			Total Cost		
	Employees	Member Count	Medical Claims	Pharmacy Claims	Stop Loss Reimbursements	Total Net Claims	Total Administration	Stop Loss Premiums	Pharmacy Rebates	Total Plan Cost	Employee Contributions	Net Plan Cost
Jan-25	491	1,258	$901,856	$262,136	$0	$1,163,992	$24,351	$20,336	($200,789)	$1,007,889	($200,527)	$807,363
Feb-25	490	1,253	$521,485	$169,426	$0	$690,911	$24,301	$20,288	$0	$735,499	($198,494)	$537,006
Mar-25	491	1,259	$685,487	$259,838	$0	$945,325	$24,359	$20,336	$0	$990,020	($199,154)	$790,866
Apr-25												
May-25												
Jun-25												
Jul-25												
Aug-25												
Sep-25												
Oct-25												
Nov-25												
Dec-25												
YTD Total	**1,472**	**3,770**	**$2,108,828**	**$691,399**	**$0**	**$2,800,227**	**$73,011**	**$60,960**	**($200,789)**	**$2,733,408**	**($598,174)**	**$2,135,234**
Prior YTD	**1,639**	**4,146**	**$1,735,995**	**$712,436**	**$0**	**$2,448,431**	**$85,343**	**$95,458**	**($254,790)**	**$2,374,442**	**($621,339)**	**$1,753,103**
Change	**-10.2%**	**-9.1%**	**21.5%**	**-3.0%**	**n/a**	**14.4%**	**-14.5%**	**-36.1%**	**-21.2%**	**15.1%**	**-3.7%**	**21.8%**
YTD PEPM		**2.56**	**$1,432.63**	**$469.70**	**$0.00**	**$1,902.33**	**$49.60**	**$41.41**	**($136.41)**	**$1,856.94**	**($406.37)**	**$1,450.57**
Prior YTD PEPM		**2.53**	**$1,059.18**	**$434.68**	**$0.00**	**$1,493.86**	**$52.07**	**$58.24**	**($155.45)**	**$1,448.71**	**($379.10)**	**$1,069.62**
Change		**1.25%**	**35.26%**	**8.06%**	**n/a**	**27.34%**	**-4.74%**	**-28.89%**	**-12.25%**	**28.18%**	**7.19%**	**35.62%**
R12 PEPM		**2.55**	**$1,382.35**	**$417.59**	**$0.00**	**$1,799.94**	**$52.02**	**$54.53**	**($161.29)**	**$1,745.20**	**($383.02)**	**$1,362.18**
Prior R12 PEPM		**2.54**	**$1,153.43**	**$491.14**	**$0.00**	**$1,644.57**	**$56.15**	**$43.68**	**($140.73)**	**$1,603.67**	**($381.25)**	**$1,222.42**

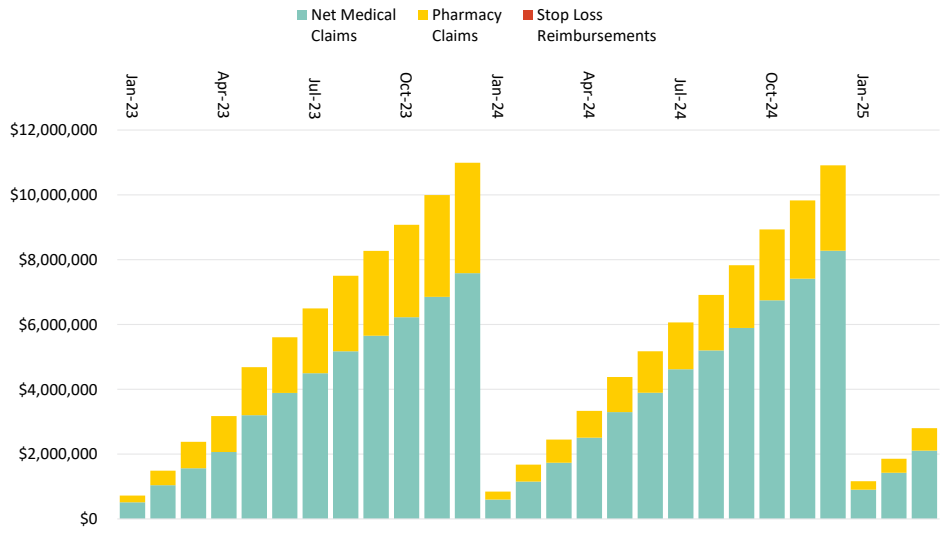
YTD Aggregate Performance

	Budget	Actual	Difference
Gross	$2,329,823	$2,733,408	17.3%
Net	$1,731,649	$2,135,234	23.3%
Surplus		($403,586)	

YTD PEPM Performance

	Budget	Actual	Difference
Gross	$1,582.76	$1,856.94	17.3%
Net	$1,176.39	$1,450.57	23.3%
Surplus		($274.17)	

Historical Performance



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HOLMES MURPHY

Company ABC

Claims from Jan '25 - Mar '25

2025 Plan Year Performance

Month	Enrollment		Claims				Fixed Costs			Total Cost		
	Employees	Member Count	Medical Claims	Pharmacy Claims	Stop Loss Reimbursements	Total Net Claims	Total Administration	Stop Loss Premiums	Pharmacy Rebates	Total Plan Cost	Employee Contributions	Net Plan Cost
Jan-25	910	2,361	$1,186,139	$240,528	$0	$1,426,667	$44,753	$37,054	$0	$1,508,474	($248,622)	$1,259,852
Feb-25	905	2,343	$731,682	$261,393	$0	$993,076	$44,492	$36,837	$0	$1,074,405	($248,355)	$826,050
Mar-25	909	2,353	$810,580	$210,610	$0	$1,021,190	$44,661	$36,936	$0	$1,102,786	($247,245)	$855,541
Apr-25												
May-25												
Jun-25												
Jul-25												
Aug-25												
Sep-25												
Oct-25												
Nov-25												
Dec-25												
YTD Total	**2,724**	**7,057**	**$2,728,402**	**$712,531**	**$0**	**$3,440,932**	**$133,906**	**$110,827**	**$0**	**$3,685,665**	**($744,222)**	**$2,941,443**
Prior YTD	**2,545**	**6,537**	**$2,608,104**	**$606,426**	**$0**	**$3,214,530**	**$131,889**	**$146,271**	**$0**	**$3,492,691**	**($630,277)**	**$2,862,413**
Change	**7.0%**	**8.0%**	**4.6%**	**17.5%**	**n/a**	**7.0%**	**1.5%**	**-24.2%**	**n/a**	**5.5%**	**18.1%**	**2.8%**
YTD PEPM		**2.59**	**$1,001.62**	**$261.58**	**$0.00**	**$1,263.19**	**$49.16**	**$40.69**	**$0.00**	**$1,353.03**	**($273.21)**	**$1,079.82**
Prior YTD PEPM		**2.57**	**$1,024.80**	**$238.28**	**$0.00**	**$1,263.08**	**$51.82**	**$57.47**	**$0.00**	**$1,372.37**	**($247.65)**	**$1,124.72**
Change		**0.86%**	**-2.26%**	**9.78%**	**n/a**	**0.01%**	**-5.14%**	**-29.21%**	**n/a**	**-1.41%**	**10.32%**	**-3.99%**
R12 PEPM		**2.58**	**$1,402.68**	**$290.78**	**($130.26)**	**$1,563.20**	**$51.64**	**$52.94**	**$0.00**	**$1,667.79**	**($260.07)**	**$1,407.72**
Prior R12 PEPM		**2.55**	**$1,043.94**	**$270.29**	**($12.39)**	**$1,301.84**	**$55.78**	**$42.93**	**$0.00**	**$1,400.55**	**($247.16)**	**$1,153.39**

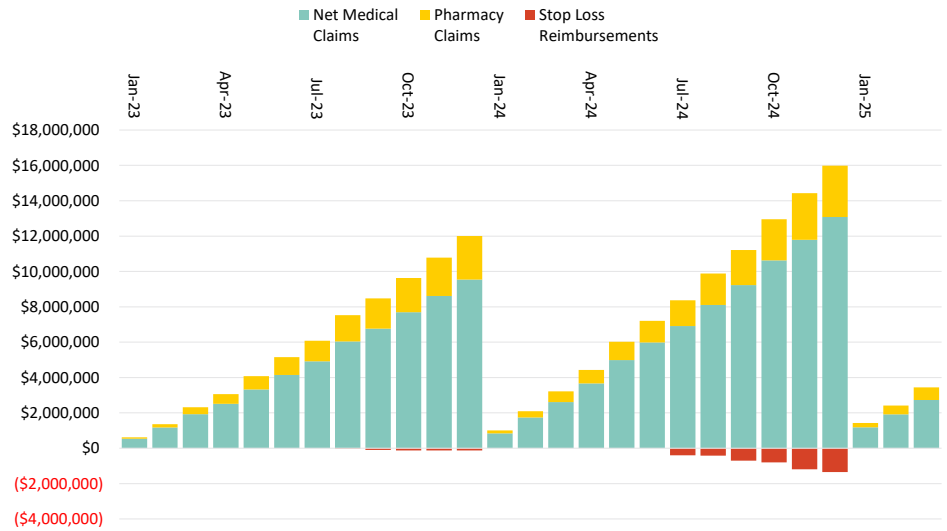
YTD Aggregate Performance

	Budget	Actual	Difference
Gross	$4,311,427	$3,685,665	-14.5%
Net	$3,567,205	$2,941,443	-17.5%
Surplus		$625,762	

YTD PEPM Performance

	Budget	Actual	Difference
Gross	$1,582.76	$1,353.03	-14.5%
Net	$1,309.55	$1,079.82	-17.5%
Surplus		$229.72	

Historical Performance



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HOLMES MURPHY

Company ABC

Dental

Claims from Jan '25 - Mar '25

2025 Plan Year Performance

Month	Enrollment		Claims		Fixed Costs	Total Cost		
	Employees	Member Count	Dental Claims	Total Net Claims	Total Administration	Total Plan Cost	Employee Contributions	Net Plan Cost
Jan-25	1,466	3,665	$124,583	$124,583	$5,776	$130,359	($27,675)	$102,684
Feb-25	1,468	3,670	$143,196	$143,196	$5,784	$148,980	($27,685)	$121,295
Mar-25	1,458	3,645	$130,249	$130,249	$5,745	$135,994	($27,546)	$108,448
Apr-25								
May-25								
Jun-25								
Jul-25								
Aug-25								
Sep-25								
Oct-25								
Nov-25								
Dec-25								
YTD Total	**4,392**	**10,980**	**$398,028**	**$398,028**	**$17,304**	**$415,332**	**($82,906)**	**$332,426**
Prior YTD	**4,365**	**10,913**	**$355,848**	**$355,848**	**$18,071**	**$373,919**	**($78,935)**	**$294,984**
Change	**0.6%**	**0.6%**	**11.9%**	**11.9%**	**-4.2%**	**11.1%**	**5.0%**	**12.7%**
YTD PEPM		**2.50**	**$90.63**	**$90.63**	**$3.94**	**$94.57**	**($18.88)**	**$75.69**
Prior YTD PEPM		**2.50**	**$81.52**	**$81.52**	**$4.14**	**$85.66**	**($18.08)**	**$67.58**
Change		**0.00%**	**11.17%**	**11.17%**	**-4.83%**	**10.39%**	**4.39%**	**12.00%**
R12 PEPM		**2.50**	**$86.58**	**$86.58**	**$4.09**	**$90.66**	**($18.29)**	**$72.37**
Prior R12 PEPM		**2.50**	**$81.90**	**$81.90**	**$4.14**	**$86.04**	**($18.06)**	**$67.98**

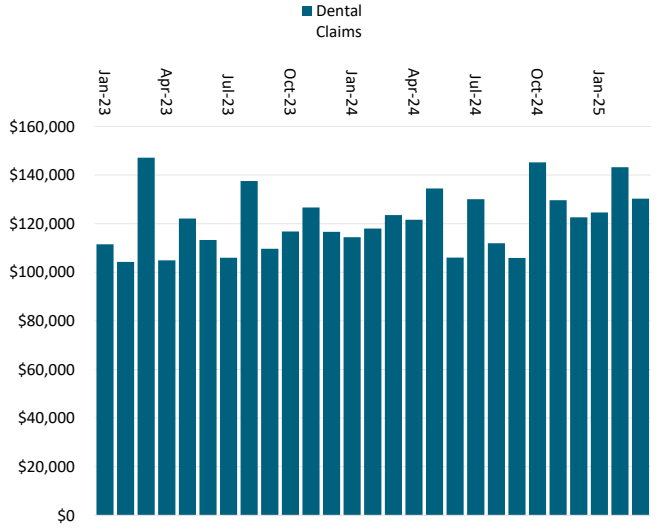
YTD Aggregate Performance

	Budget	Actual	Difference
Gross	$135,250	$415,332	207.1%
Net	$52,344	$332,426	535.1%
Surplus		($280,082)	

YTD PEPM Performance

	Budget	Actual	Difference
Gross	$30.79	$94.57	207.1%
Net	$11.92	$75.69	535.1%
Surplus		($63.77)	

Historical Performance



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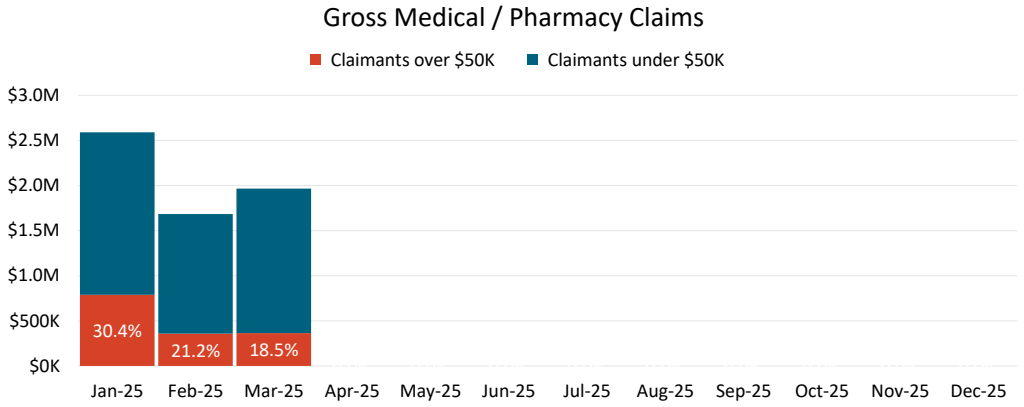
Company ABC

High-Cost Claimants
Jan '25 - Dec '25

Current Year Stop Loss Performance

STOP LOSS POLICY

Individual Stop Loss (ISL)	
Stop Loss Anniversary	Jan 01, 2025
Specific Deductible	$450K
Agg Specific Deductible	$225K
YTD ISL Premium	$171,786
YTD ISL Claims	$0
ISL Loss Ratio	0.0%



Claimants over $50K

						Monthly Claims													
Claimant	Plan	Status	Gender / Age	Relationship	Primary Diagnosis	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Medical Paid Claims	Pharmacy Paid Claims	Total Paid Claims	Stop Loss Reimbursement
1	PPO/Choice Plus	Active	M / 62	SPS	C8290 - Follicular Lymphoma Unspec Unspec Site													$153,536	$84	$153,619	
2	HDHP/Choice Plus	Active	M / 0	CHD	Z3801 - Single Liveborn Infant Delivered By Cesarean													$134,749	$0	$134,749	
3	PPO/Choice Plus	Active	F / 14	CHD	G40901 - Epilepsy Uns Not Intract W/Status Epilepticus													$133,143	$954	$134,097	
4	HDHP/Choice Plus	Retiree	M / 64	SUB	Z5112 - Encounter For Antineoplastic Immunotherapy													$70,058	$57,515	$127,573	
5	HDHP/Choice Plus	Active	M / 61	SPS	N131 - Hydronephrosis With Ureteral Stricture Nec													$123,716	$1,677	$125,393	
6	HDHP/Choice Plus	COBRA	M / 58	SUB	RX - Prescription Drugs													$23,910	$87,038	$110,949	
7	PPO/Choice Plus	Active	M / 48	SPS	T8111XA - Postprocedural Cardiogenic Shock, Initial Encounte													$98,241	$7,525	$105,766	
8	PPO/Choice Plus	Active	M / 65	SPS	C641 - Malignant Neoplasm Rt Kidney Except Renal Pelvis													$85,794	$2,885	$88,679	
9	HDHP/Choice Plus	Active	F / 43	SUB	T8611 - Kidney Transplant Rejection													$77,441	$8,710	$86,151	
10	HDHP/Choice Plus	Active	M / 47	SPS	M50121 - Cervical Disc Disorder C4-C5 Level Radiculopathy													$85,992	$143	$86,135	
11	HDHP/Choice Plus	Active	M / 46	SUB	D66 - Hereditary Factor Viii Deficiency													$69,641	$7	$69,648	
12	PPO/The Alliance	Active	F / 50	SUB	M50123 - Cervical Disc Disorder C6-C7 Level Radiculopathy													$62,964	$24	$62,988	
13	PPO/Choice Plus	Active	F / 41	SPS	RX - Prescription Drugs													$812	$58,642	$59,454	
14	HDHP/Choice Plus	Active	M / 63	SUB	N529 - Male Erectile Dysfunction Unspecified													$57,067	$1,612	$58,679	
15	HDHP/Choice Plus	Active	M / 15	CHD	T450X2A - Poison Antiallerg Antiemet Rx Slf-Harm Init Enc													$55,254	$45	$55,299	
16	PPO/Choice Plus	Active	M / 1	CHD	D179 - Benign Lipomatous Neoplasm Unspecified													$50,854	$9	$50,863	

Paid Amount Key

$0 $50,000 $100,000

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HOLMES MURPHY

Company ABC

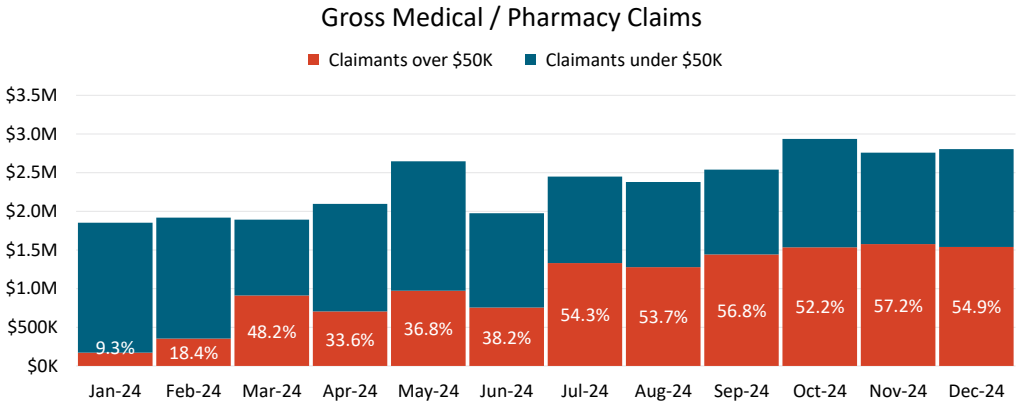
High-Cost Claimants

Jan '24 - Dec '24

Prior Year Stop Loss Performance

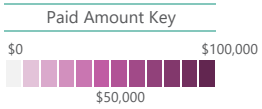
STOP LOSS POLICY

Individual Stop Loss (ISL)	
Stop Loss Anniversary	Jan 01, 2024
Specific Deductible	$400K
Agg Specific Deductible	$225K
YTD ISL Premium	$960,268
YTD ISL Claims	$1,351,101
ISL Loss Ratio	140.7%



Claimants over $50K

Claimant	Plan	Status	Gender / Age	Relationship	Primary Diagnosis	Monthly Claims	Medical Paid Claims	Pharmacy Paid Claims	Total Paid Claims	Stop Loss Reimbursement
1	HDHP/Choice Plus	Active	M / 46	Subscriber	D66 - Hereditary Factor Viii Deficiency		$1,102,828	$482	$1,103,310	($478,310)
2	HDHP/Choice Plus	Active	M / 1	Child	P0702 - Extremely Low Birth Weight Newborn 500-749 Grams		$1,031,935	$243	$1,032,178	($632,178)
3	HDHP/Choice Plus	Active	M / 58	Subscriber	C719 - Malignant Neoplasm Of Brain Unspecified		$570,542	$61,293	$631,835	($231,835)
4	HDHP/Choice Plus	Retiree	M / 64	Subscriber	RX - Prescription Drugs		$235,945	$172,833	$408,777	($8,777)
5	HDHP/Choice Plus	Active	M / 61	Spouse	C679 - Malignant Neoplasm Of Bladder Unspecified		$331,270	$23,702	$354,972	
6	PPO/Choice Plus	Active	M / 42	Spouse	S34101A - Uns Injury L1 Level Lumbar Spinal Cord Init Enc		$281,173	$4,226	$285,399	
7	PPO/Choice Plus	Active	F / 49	Subscriber	K7031 - Alcoholic Cirrhosis Of Liver With Ascites		$274,325	$3,360	$277,685	
8	PPO/Choice Plus	Active	M / 36	Subscriber	G35 - Multiple Sclerosis		$262,290	$529	$262,818	
9	HDHP/Choice Plus	COBRA	M / 61	Spouse	C259 - Malignant Neoplasm Of Pancreas Unspecified		$189,685	$51,030	$240,715	
10	HDHP/Choice Plus	Active	F / 64	Subscriber	Z5112 - Encounter For Antineoplastic Immunotherapy		$231,747	$259	$232,006	
11	HDHP/Choice Plus	Active	F / 46	Subscriber	Z421 - Encounter Breast Reconstruction Flw Mastectomy		$215,721	$1,242	$216,963	
12	PPO/Choice Plus	Active	F / 45	Spouse	Z5111 - Encounter For Antineoplastic Chemotherapy		$187,625	$7,422	$195,047	
13	HDHP/Choice Plus	Active	F / 59	Subscriber	I69354 - Hemiplegia Flw Cerebral Infarct Aff Lt Non-Dom		$192,986	$227	$193,213	
14	HDHP/Choice Plus	Active	M / 33	Subscriber	RX - Prescription Drugs		$1,370	$183,200	$184,570	
15	HDHP/Choice Plus	Active	M / 32	Subscriber	RX - Prescription Drugs		$107,973	$74,662	$182,635	
16	HDHP/Choice Plus	Active	F / 40	Spouse	G061 - Intraspinal Abscess And Granuloma		$172,532	$5,796	$178,327	
17	PPO/Choice Plus	Active	M / 57	Spouse	F1020 - Alcohol Dependence Uncomplicated		$170,582	$128	$170,710	
18	PPO/Choice Plus	Active	F / 41	Spouse	RX - Prescription Drugs		($435)	$166,202	$165,767	
19	HDHP/Choice Plus	Active	M / 4	Child	Q388 - Other Congenital Malformations Of Pharynx		$161,531	$178	$161,709	
20	PPO/Choice Plus	Active	F / 63	Subscriber	RX - Prescription Drugs		$31,554	$124,502	$156,055	

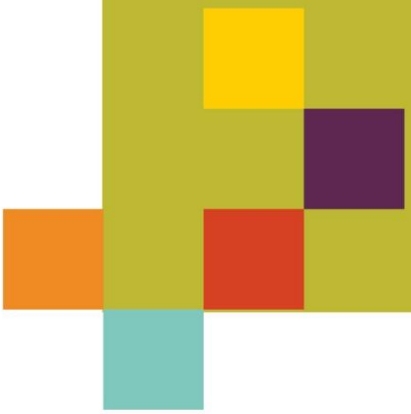


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Appendix C

Sample Benchmarking Report



Texas Public Entities: City of Ennis

April 23, 2026

Benefits Plan Benchmark Review

ENNIS TEXAS
The bluebonnet spirit of Texas

HOLMES MURPHY

About the Survey

Holmes Murphy requested Benefits Plan design details from over 120 Texas Public Entities, and 83 responded.

- Detailed plan information was requested in 2025/26
- 309 unique Plan Designs were reviewed

What we reviewed:

- ✓ **Vendor Partners:** Carriers
- ✓ **Types of plans offered:** PPO, HMO, EPO, HSA
- ✓ **Funding:** Fully-Insured vs. Self-Insured
- ✓ **Affordability:** Plan Deductibles, Copays, OOP limits, Plan Values, Contributions, Maximum Liability

Employer Future Intentions/Observations:

- Clinical Programs
- Pharmacy Considerations
- Voluntary Plans

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Employer Survey Feedback & Observations

Survey Participant(s) Current Focus:

1.	2.	3.	4.
Utilize Benefit Programs to Attract and Retain Employees	Improving Affordability and Access to Care	Expanding & Improving Virtual & Digital Care for members	Leveraging Existing Programs and Vendors to Contain Costs
67%	62%	55%	40%

Table of Contents

Choice 04

- Number of Plans
- Type of Plans
- Carrier Partners
- Funding: Self-Insured vs. Fully-Insured

Affordability I 07

- Monthly Premiums
- Plan Designs – Deductible and Out-of-Pocket Costs
- Maximum Employee Liability

Affordability II 12

- Medical Plan Copays
- Pharmacy Plan Copays
- Plan Value
- Non-Medical Plans

Observed Future Focus 19

- Improve Clinical Outcomes
- Optimize Pharmacy Program options
- Introduce Cost Containment Programs
- Voluntary Plan Enhancements

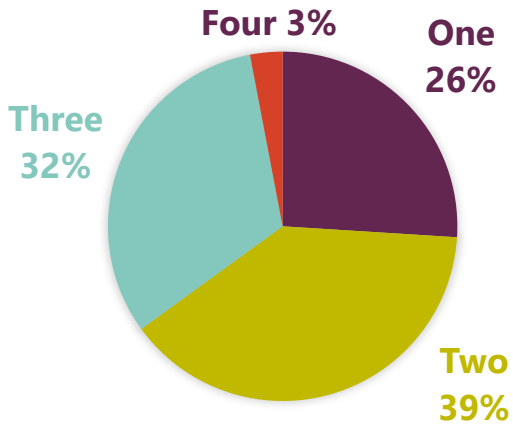
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Choice

- Number of Plans
- Type of Plans
- Carrier Partners
- Funding: Self-Insured vs. Fully-Insured

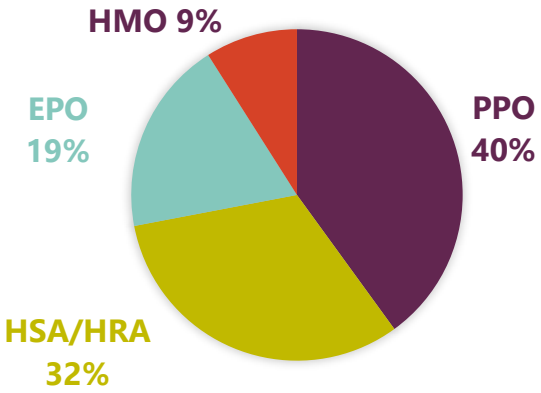
Number & Type of Medical Plans Offered

Number of Medical Plans Offered

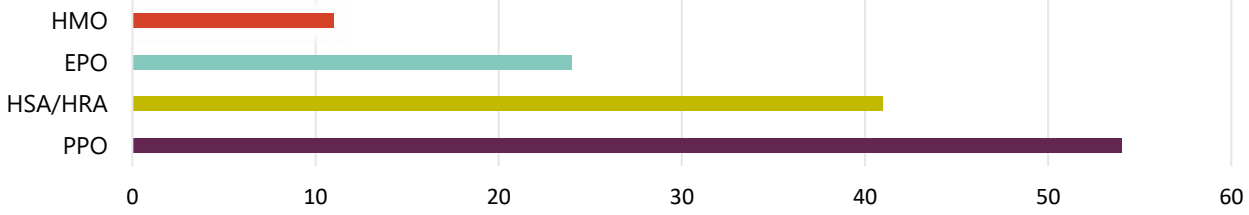


74% of survey participants offer two or more plans.

Type of Medical Plans Offered



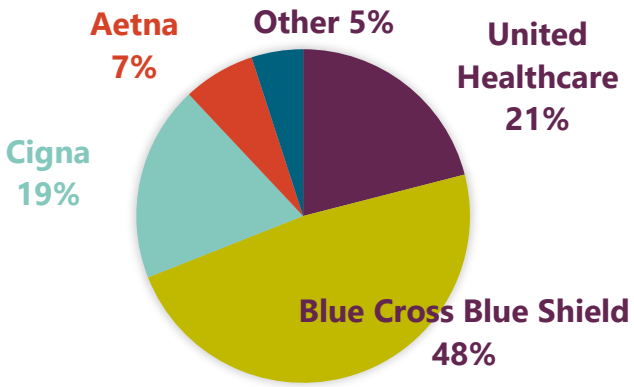
28% of survey participants offer a limited network, some of which require PCP designations.



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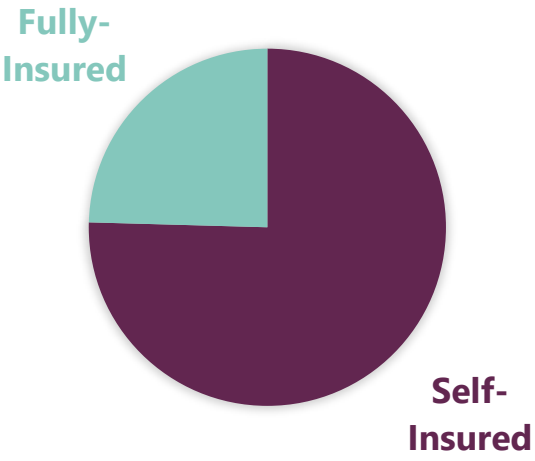
Vendor Partners & Funding Type

Vendor Partners



Provider Network, Pricing, and **Customer Service** were the primary reason(s) for vendor selection.

Funding Type



Most large employers **self-fund their Medical plans** for greater administrative and financial flexibility.

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Affordability

- Monthly Premiums
- Plan Designs – Deductible and Out-of-Pocket Costs
- Maximum Employee Liability

Monthly Premiums

	Survey Responses			Ennis
Contributions: All Plans	**Average**	**Highest**	**Lowest**	
Individual	$57	$479	$0	
Family	$524	$1,518	$73	
Contributions: PPO Plans	**Average**	**Highest**	**Lowest**	**Imagine Health**
Individual	$65	$223	$0	**$37.68**
Family	$612	$1,518	$163	**$679.82**
Contributions: EPO Plans	**Average**	**Highest**	**Lowest**	
Individual	$78	$479	$0	
Family	$473	$850	$73	
Contributions: HMO Plans	**Average**	**Highest**	**Lowest**	
Individual	$49	$120	$0	
Family	$574	$825	$195	
Contributions: HSA/HRA Plans	**Average**	**Highest**	**Lowest**	
Individual	$29	$583	$0	
Family	$445	$1,010	$98	

Often the least costly plans included a limited network.

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Deductible (Employee/Family)

	Survey Responses			Ennis
Deductible: All Plans	**Average**	**Highest**	**Lowest**	
Individual	$2,107	$6,000	$0	
Family	$4,556	$14,700	$0	
Deductible: PPO Plans	**Average**	**Highest**	**Lowest**	**Imagine Health**
Individual	$1,591	$6,000	$200	**$0**
Family	$3,780	$15,800	$600	**$0**
Deductible: EPO Plans	**Average**	**Highest**	**Lowest**	
Individual	$1,747	$5,000	$0	
Family	$3,683	$10,000	$0	
Deductible: HMO Plans	**Average**	**Highest**	**Lowest**	
Individual	$1,875	$6,000	$0	
Family	$3,775	$12,000	$0	
Deductible: HSA/HRA Plans	**Average**	**Highest**	**Lowest**	
Individual	$2,983	$6,000	$1,500	
Family	$6,099	$12,000	$3,000	

Often the plans with the lowest deductibles include a limited network.

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Out-of-Pocket (OOP) Maximum

	Survey Responses			Ennis
Out-of-Pocket Maximum: All Plans	**Average**	**Highest**	**Lowest**	
Individual	$5,110	$8,550	$1,500	
Family	$10,656	$17,400	$3,750	
Out-of-Pocket Maximum: PPO Plans	**Average**	**Highest**	**Lowest**	**Imagine Health**
Individual	$4,938	$9,200	$200	**$1,500**
Family	$10,513	$18,400	$600	**$3,750**
Out-of-Pocket Maximum: EPO Plans	**Average**	**Highest**	**Lowest**	
Individual	$5,279	$5,000	$2,500	
Family	$10,462	$10,000	$5,000	
Out-of-Pocket Maximum: HMO Plans	**Average**	**Highest**	**Lowest**	
Individual	$5,120	$6,000	$3,000	
Family	$10,240	$12,000	$6,000	
Out-of-Pocket Maximum: HSA/HRA Plans	**Average**	**Highest**	**Lowest**	
Individual	$5,170	$8,550	$3,000	
Family	$10,416	$17,100	$6,000	

Out-of-pocket maximum expense when using the plan.

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Maximum Liability (Contributions + OOP)

	Survey Responses			Ennis
Maximum Liability (Contributions + OOP) - All	**Average**	**Highest**	**Lowest**	
Individual	$5,798	$14,297	$1,500	
Family	$16,947	$35,612	$4,628	
Maximum Liability (Contributions + OOP) - PPO	**Average**	**Highest**	**Lowest**	**Imagine Health**
Individual	$5,713	$11,882	$200	**$1,952**
Family	$17,857	$36,612	$2,557	**$11,908**
Maximum Liability (Contributions + OOP) - EPO	**Average**	**Highest**	**Lowest**	
Individual	$6,210	$10,747	$2,500	
Family	$16,138	$20,200	$5,878	
Maximum Liability (Contributions + OOP) - HMO	**Average**	**Highest**	**Lowest**	
Individual	$5,708	$7,440	$3,000	
Family	$17,124	$21,900	$8,340	
Maximum Liability (Contributions + OOP) - HSA/HRA	**Average**	**Highest**	**Lowest**	
Individual	$5,519	$15,546	$3,000	
Family	$15,757	$29,225	$7,176	

Above summary reflects the maximum total expense to Employees when factoring both the and Annual premiums Out-of-Pocket expense.

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Affordability

- Medical Plan Copays
- Pharmacy Plan Copays
- Plan Value

Medical Plan Copays & Pharmacy Plan Copays

	Survey Responses			Ennis
Medical Copays:	**Average**	**Highest**	**Lowest**	**Imagine Health**
Primary Care	$21	$50	$0	**$10**
Specialist	$43	$90	10%	**$30**
Urgent Care	$53	$100	10%	**$25**

Improving access to Primary Care and Virtual Care, and lowering barriers was a common theme for many local Employers in 2026.

	Survey Responses			Ennis
Pharmacy Copays:	**Average**	**Highest**	**Lowest**	**Imagine Health**
Generic Prescriptions - Retail	$9	$35	$0	**$0**
Preferred Brand Name - Retail	$36	$75	20%	**$20**
Non-Preferred Brand Name - Retail	$65	$125	20%	**$40**

Lower Generic Copays and Coinsurance for Generic Prescriptions will help to improve Generic Dispensing rates and will lower the utilization of expensive Brand and Specialty Prescriptions.

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Plan Value

	Survey Responses			Ennis
Plan Values	**Average**	**Highest**	**Lowest**	**Imagine Health**
Plan Value: All Plans	83%	96%	68%	
Plan Value: PPO Plans	83%	96%	73%	**93%**
Plan Value: EPO Plans	83%	94%	68%	
Plan Value: HMO Plans	83%	95%	83%	
Plan Value: HSA/HRA Plans	82%	90%	77%	

Plan Value of 93% means that the Employer will cover 93% of the costs of a hypothetical $1,000 claim expense, or $930. Members will pay $70.

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Dental Plan – PPO Plan

Normative Benchmark		Ennis - Dental
DPPO Plans	**Survey**	**PPO**
Individual Deductible	$50	**$50**
Family Deductible	$150	**$150**
Calendar Year Max	$1,750	**$2,000**
Preventative Care	100%	**100%**
Basic Services	80%	**80%**
Major Services	50%	**50%**
Ortho (Child/Adult)	50%/$1,750 Max	**50%, $1,000 Lifetime Limit**
DPPO Plans - Employee Contribution	**Survey**	
Employee Only	$17.81	**$7.58**
Employee Family	$71.24	**$27.90**

PPO plans are the most popular plan design and network option.

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Dental Plan – DHMO Plan

Normative Benchmark		Ennis - Dental
DHMO Plans	**Survey**	
Individual Deductible	$0	N/A
Family Deductible	$0	N/A
Calendar Year Max	Unlimited	N/A
Preventative Care	$5 copay	N/A
Basic Services	Various Copays	N/A
Major Services	Various Copays	N/A
Ortho (Child/Adult)	($1,900/$2,100)	N/A
DHMO Plans - Employee Contribution	**Survey**	
Employee Only	$3.14	N/A
Employee Family	$19.06	N/A

DHMO plans are often the lower, or "no-cost" plan for Employee only coverage, when compared with a DPPO. However, DHMO options can be limited in Ennis due to the lack of providers that will participate in these plans.

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Vision Plan

Normative Benchmark		
Vision Plan	**Survey**	**Ennis**
Annual Exam	$10 copay	**$10**
Frames	Up to $150 Allowance, every 12 mos.	**Up to $150 Allowance, every 24 mos.**
Lenses	$25 copay	**$10 copay**
Contacts	Up to $150 Allowance, every 12 mos.	**Up to $150 Allowance, every 12 mos.**
Vision Plan	**Survey**	**Ennis**
Employee Only	$9.80	**$1.26**
Employee Family	$28.86	**$3.72**

The City offers a competitive Vision plan design and contributions when compared to the benchmarks.

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Basic Life/AD&D, Long-Term Disability

Normative Benchmark		Ennis
Basic Life/AD&D	**Survey**	
Employer Paid Coverage	1X Salary up to $75k	**1X Salary up to $250k**
Supplemental Life Guarantee Issue - Employee	$200,000	**$150,000**
Supplemental Life Guarantee Issue - Spouse	$50,000	**$35,000**
Supplemental Life Guarantee Issue - Child	$10,000	**$10,000**

*The City's Employer provided Basic Life coverage is in line with the norm.

Normative Benchmark		
Employer paid Long Term Disability	**Survey**	**Ennis**
Benefit Percentage	60%	**60%**
Monthly Benefit Maximum	$5,000	**$7,500**
When Benefits Begin	after 90th day of disability	**after 180th day of disability**
Maximum Benefit Duration	Social Security retirement Age	**Social Security retirement Age**
		Employee Paid

*The City's Employer provided LTD coverage is below the norm and paid entirely by employees.

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Observed Future Focus

- Improve Clinical Outcomes
- Optimize Pharmacy Program Options
- Introduce Cost Containment Programs
- Voluntary Plan Enhancements

Observed Future Strategic Focus

Focus on Data & Clinical Outcomes

Increased Focus on Pharmacy Programs

Introduce Cost Containment Programs

Utilizing Voluntary Benefit Programs
Improve member experience and reduce their costs

Clinical Areas of Focus



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Primary Care White Paper

Patients have delayed necessary treatment services throughout the pandemic.



Learn why a preventative care strategy is worth considering.

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Musculoskeletal: Impact Plan

1. Signs & Symptoms

Musculoskeletal (MSK) Conditions impact the most people & are among the top cost drivers in most organizations.

The annual cost of MSK conditions (including healthcare costs and lost worker productivity) is around $600 billion.**

2. Diagnosis

25% with MSK condition compared to

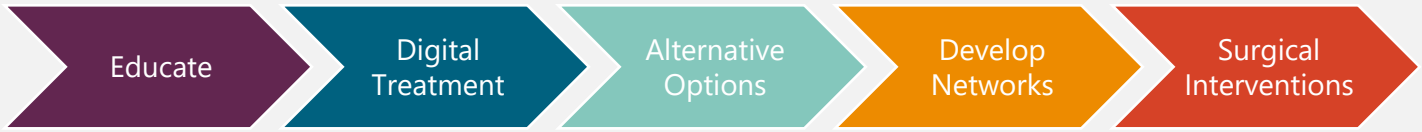
32% within Holmes Murphy book of business

3. Prognosis

Decreases productivity and can impact safety in the workplace

Leads to chronic or increased pain and inappropriate interventions

4. Treatment Options



Least Disruptive — Most Disruptive

Educate	Digital Treatment	Alternative Options	Develop Networks	Surgical Interventions
Educate employees: Stretching & exercise; Opioid treatment	Offer digital treatment with Preventive, Acute and/or Chronic Care interventions. Airrosti Remote Recovery will be rolled-out April 1, 2023.	Cover alternative treatment options to surgery	Develop Narrow Networks to specific facilities / Centers of Excellence for treatment	Require Second Opinion Services for surgery related interventions

5. Outcomes

- Measurable impact on pain reduction, # of avoided surgeries, appropriate provider visits, % of treatment plans improved and overall cost savings
- Savings can range up to $2,600 per patient per year depending on level of considerations implemented.***

6. Instructions/Side Effects

- Medical & pharmacy cost may initially increase as more seek treatment.
- Added operational expense when adding additional vendor solutions.

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* https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5985424/
** https://www.ncbi.nlm.nih.gov/books/NBK92521/
***https://assets.ctfassets.net/cad7d5zna5rn/6BN7T0unYTlqPcEFDmNw54/8a16f0f497294d25f9838871b7b053c2/Hinge_Health_Medicare_Cost_and_Utilization_Study.pdf

1 The opioid programs largely have at least prevented long term prescribing of opioids but educating members about Naloxone/NARCAN and how it can be obtained without an RX. (https://www.cvs.com/content/prescription-drug-abuse/save-a-life)

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Mental Health

Sample Mental Health micro-site to drive engagement and utilization.



Rockwall Police Department
Health and Wellness

At the City of Rockwall Police Department we are dedicated to the well-being of the brave members who serve our community.

Recognizing the importance of mental health and wellness, we are proud to introduce our dedicated site, a safe space for police officers and their families to access resources, support, and contacts to address their unique challenges.

Thank you for your dedication to serving our community, and welcome to our Mental Health and Wellness Hub. Your health is our priority, and we're here to help you thrive both in and out of uniform.

POLICE ROCKWALL

Resources for Those in Crisis

Crisis Text Line/Emergency Responder Text Line 741741 text either BLUE or BADGE
First Responder Network 415-721-9789
Blue Line Support 855-964-2583
Cop2Cop 800-267-5463
F1RST 469-352-7491 and 469-525-6482
If you, a family member, or a co-worker is in crisis, use one of these resources:

National Suicide Prevent Lifeline
988 or (800) 273-8255, Press 1
Text or chat: 988

Veterans Crisis Line
(800) 273-8255 or **Dial 988 then press 1.**
Text **HELP** to 838255

Trevor Project (LGBTQ+)
Text **START** to 678678
Call: 1-866-488-7386

Employee Assistance Program

You and your covered dependents have free access to the City's Employee Assistance Program (EAP). This confidential service offers **free** over-the-phone couseling any time, day or night, to help you with a variety of personal issues. The EAP provides **up to 6 free couseling sessions.**

Progam Services Available:

Legal + Financial Services
Legal libraries, tools, forms, financial assessment tools, courses, ongoing progress reports, and more.

Work/Life Services
- Marital and family concerns
- Individual issues
- Substance use or abuse
- Stress
- Legal and financial concerns
- Health and wellness

Online Services
Resources for additional assistance for family/relationships, emotional well-being, financial wellness, substance abuse and addiction, legal assistance, physical well-being, and work/career.

To Contact the EAP
PHONE: 1-833-253-1129
ONLINE: DEEROAKS.COM
Username: rockwall
Password: rockwall
Talk To A Professional Counselor, 24 Hours a Day, 7 Days A Week

DEER OAKS
THE BEHAVIORAL HEALTH SOLUTION

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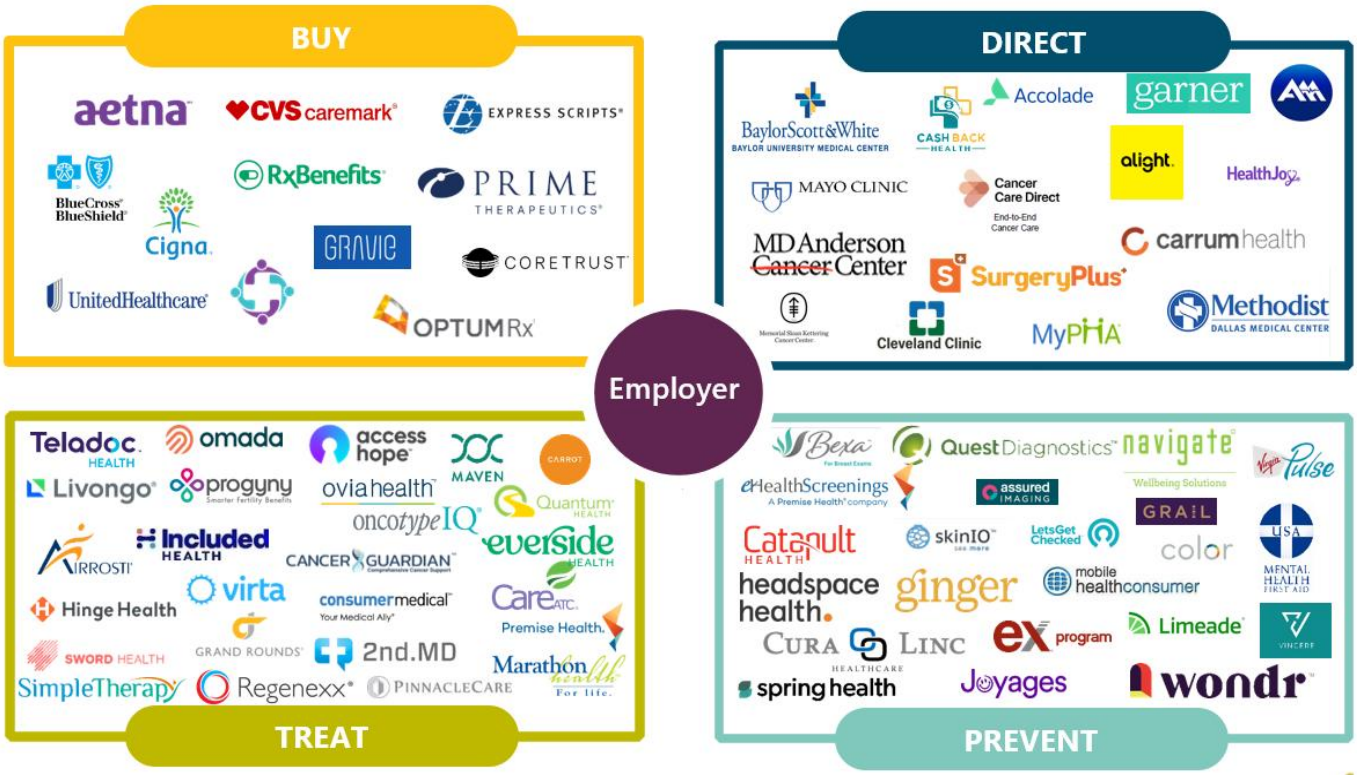
Financial Strategy



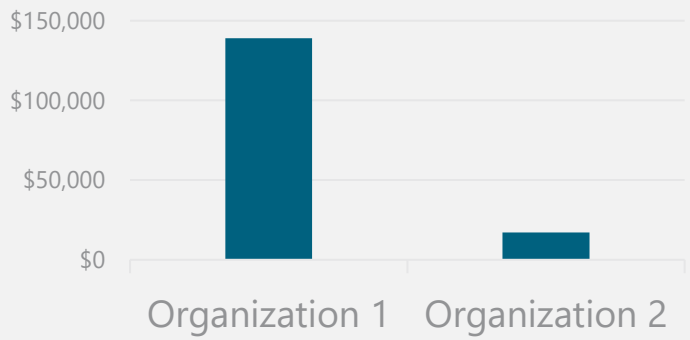
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Retiree Strategy

Outside the Valuation



Tale of two entities: OPEB Liability per FTE



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Voluntary Benefits Focus

Critical Illness / Accident / Gap / Cancer



Voluntary Benefits offer members the opportunity for additional reimbursements when Deductibles and Out-of-Pocket limits are increasing.

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Caring for your unique potential is our soul purpose.

HOLMES MURPHY®

Thank you!



HOLMES MURPHY

Appendix D

Case Studies

Employee Benefit Case Studies

Customer Situation:

Client is a large public entity with over 13,000 employees and 4,000 retirees facing budget constraints, escalating costs, and the desire to uphold quality coverage for staff.

Results:

Our knowledge, expertise, and accountability were showcased, fostering growth in our partnership. We successfully renewed their Employee Benefits contract by enhancing their wellness and clinical initiatives, boosting retiree strategies, and achieving savings in their medical plans.

Key Challenges:

We discovered this client:

- Needed to offer a competitive employee benefits package to attract and retain personnel.
- Needed to control future labor costs due to budget constraints, and the visibility of these costs.
- Had a desire to improve employee wellness and engagement to improve employe health and better manage future cost increases.
- If uncontrolled, they wanted to explore ways to reduce future Retiree costs and liabilities, which can influence their cost of long-term debt and borrowing costs.

Solutions:

- Increased wellness program participation by **300%** over three years by simplifying the requirements needed to earn the wellness incentive.
  - **2020:** 3,942 wellness completion participants. **2023:** 9,072 wellness completion participants.
- Reduced OPEB (Other Post-Employment Benefits) liability by **$250M** by re-bidding their Post-65 Medical plans, and re-bidding all benefit contracts.
- Achieved medical and pharmacy plan savings of approximately **$10M** over three calendar benefit plan years.
- Estimated contract savings of approximately **$2.5M** annually through enhanced benefit tier and direct contracts with key hospital systems that save the client and its members money when they use these local hospitals in Dallas.

Employee Benefit Case Studies

Customer Situation:

Client is a large public entity facing the reality of healthcare costs, increasing an average of 7% annually. Client was forced to reduce benefits and adjust their plans to manage these rising expenses.

Results:

Holmes Murphy has achieved savings of over **$15M** for this client since our partnership began in 2016.

Key Challenges:

- Desire to offer competitive benefits package to attract and retain talent.
- Slow the overall growth of health care inflation.
- Focus on and promote prevention to lessen the costs of future large claims.
- Fund Retiree medical contributions for employees with 30 or more years of service.

Solutions:

Top Savings:

- Network and Clinical Improvement Strategies: **$13M** (2017-2023)
- Stop Loss Insurance Renewal Negotiations: **$800K** (2017-2023)
- Ancillary Coverages Renewal Negotiations: **$750K** (2021)
- Wellness Management Improvements: **$219K** (2019-2023)
- Open Enrollment Expense Reductions: **$153K** (2017-2023
- Other Operating Expense Reductions: **$110K** (2023)

Employee Benefit Case Studies

Customer Situation:

Mid-sized private university with financial, network, and wellness challenges.

Results:

- PEPM lower in 2023 than 2013 with improved benefit plans and reduced contributions from employees.
- Substantial funds saved in multiple years off budget have allowed the university to fund other significant initiatives.
- Savings against traditional market in excess of $1 Million annually since 2016.

Key Challenges:

- University located in medium sized rural Texas town with two local hospitals historically, but the larger hospital dominated the town. Due to unsuccessful contract negotiations between the hospital and Blue Cross in 2014, the University was left without local network hospital access. Under duress, the University moved from Blue Cross to Cigna for one year. Low discounts with new carrier meant increased cost to University.
- Transition to Referenced-Based Pricing (RBP) in 2015.
- University moved to Division I. This elevated the University's profile and required additional investments to support the elevated status.

Solutions:

- Implemented a RBP Program in 2015, required intensive negotiations with powerful local hospital.
- Plan began to operate significantly under budget, even when continually reducing the annual budget.
- Implemented multiple cost-saving programs systematically over the next five years.
- Implemented aggressive pharmacy program that produced significant savings.

Pharmacy Success Stories

COMPANY C	COMPANY D
• 3,300 Lives/$3.7 M in Rx spend • Carved in • Engaged HMA Rx team to conduct pharmacy benefits RFP and validate financial performance of current PBM **Results:** • Presented the results of the **financial validation** to the client, identifying a significant discrepancy between rebates received and rebates owed per contract language • Recommended client engage Caribou Systems to perform a financial audit • Final Results: The **audit findings** confirmed the discrepancy, resulting in the PBM paying out an additional $287k in rebates to the client	• 1,500 Lives/$1.4 M in Rx spend • Carved out • Engaged HMA to perform annual market checks on their behalf following PBM procurement **Results:** • Evaluated current market pricing from four comparators for clients of comparable size • Presented **market check results**, identifying >12% in potential improvement between discounts and rebates • Requested contracted pricing improvements from the PBM • Final Results: PBM agreed to improve discounts and rebate guarantees for the client, resulting in 12.7% in anticipated savings over current pricing

Appendix E

Compliance Audit & Tools



ABC Company, Inc.

Compliance Scorecard

STATUS LEGEND:

- = In Compliance
- = Needs Clarification/Further Research
- = Out of Compliance
- = N/A

TOPIC	DETAILS	CLIENT RESPONSE	STATUS
ACA REQUIREMENTS – PLAN DESIGN			
Essential Health Benefits (EHB)	Fully insured plan sponsors and self-funded plan sponsors covering EHBs must select a state to benchmark that coverage. Benefits covered under EHBs include ambulatory patient services, emergency services, hospitalization, maternity & newborn care, MH/SA, prescription drugs, rehabilitative/facilitative services/devices, laboratory services, preventive/wellness services and chronic disease management, and pediatric services including vision and oral care.	UHC is utilizing South Carolina as ABC Company's benchmark state	●
Removal of Limits on Essential Health Benefits	Annual and lifetime limits are prohibited for plan years beginning on or after January 1, 2014, unless a waiver was approved by HHS.	PPO - only day limits HSA – only day limits Core – only day limits	●
Pre-existing Condition Exclusions	Pre-existing condition exclusions must be eliminated for all plan participants for plan years beginning on or after January 1, 2014.	PPO – Confirmed HSA – Confirmed Core – Confirmed	●
HDHP/HSA Maximum OOP 2026	The 2026 maximum out of pocket limits are $8,500 for single coverage and $17,000 for family coverage. Cost-sharing applied to maximum OOP includes all essential health benefits covered under the plan to deductibles, copays and	PPO - $4,000/$8,000 (embedded) HSA - $6,000/$12,000 (embedded)	●

The information provided in this document is intended for use as a guideline and is not intended as, nor does it constitute, legal, tax, or professional advice. Holmes Murphy does not warrant that adherence to, or compliance with, any recommendations, best practices, checklists, guidelines, or sample language will result in a particular outcome or be compliant with applicable laws, rules, or regulations. In no event will Holmes Murphy, or any of its subsidiaries or affiliates, be liable in tort or in contract to anyone who has access to or uses this information for any purpose. All information contained in these documents have been compiled and obtained from sources believed to be reliable and credible but no representation or warranty, express or implied, is made by Holmes Murphy as to their accuracy or completeness. Furthermore, federal, state, provincial, municipal or local laws, regulations, standards or codes, as is applicable, may change from time to time and the user should always refer to the most current requirements.

	coinsurance; it does not include premiums, balance billing, or spending for non-covered services.	Core - $6,850/$13,700 (embedded) *Note: The self-only cost-sharing limit applies to each person, regardless of whether that person is enrolled in self-only or family coverage.*	
Excessive Waiting Period	Maximum 90 days for plan years beginning on or after January 1, 2014.	90 Days – p. 2 guide	●
Preventive Health Services	ACA preventive health services must be covered at 100% in-network/additional women's preventive health services (including generic contraceptives) must be covered at 100% in-network, unless a religious exemption exists. Non-GF plans do not need to cover preventive health services.	PPO – SOB p.2-5 HSA – SOB p.2-5 Core – SOB p.2-5	●
Dependent Eligibility	Must cover dependent children to age 26 regardless of domicile or tax status. Applies to natural or adopted children, stepchildren, and eligible foster children.	PPO – Booklet p. 3 HSA – Booklet p. 3 Core – Booklet p. 3	●
Clinical Trial Participants	The plan's terms and operations cannot discriminate against participants who participate in clinical trials and must cover all benefits associated with the trial that are covered under the plan.	PPO – Booklet p.32 HSA – Booklet p. 34 Core – Booklet p. 32	●
Appeals Process	Non-GF health plans must offer an appeals process with external review by an Independent Review Organization (IRO).	PPO – Booklet p. 72 HSA – Booklet p. 74 Core – Booklet p. 72	●
Same Sex Marriage	The Supreme Court ruled in 2015 that state bans on same-sex marriage were invalid.	All Legal Spouses – p. 5 guide	●
HSA-Qualified HDHP Minimum Deductible 2026	In 2026, an HSA-qualified HDHP must have a minimum deductible of $1,700 individual/$3,400 family.	HSA - $2,000/$4,000	●

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	Note: no one individual can exceed the individual limit (must have $3,400 embedded individual limit on family coverage).		
HSA Contribution Limit 2026	The individual limit is $4,400; family limit is $8,750. The catch-up contribution limit remains $1,000.	Limits are correctly stated in ABC Company's benefit guide	●
FSA Contribution Limit 2026 **Dependent Care FSA Contribution Limit 2026**	In 2026 employee pre-tax contributions may not exceed $3,400 with a possible carryover of up to $680. In 2026 a married employee filing jointly (or a single parent) may use pre-tax contributions up to $7,500 for a DCAP; a married employee filing separately may use up to $3,750.	FSA – p. 21 guide Grace period in place; no carryover	●
FSA Unsubstantiated Claims	Confirm understanding re: FSA claims that are unsubstantiated by the end of the plan year/grace period are treated as taxable income for the participant.	Is vendor handling process correctly?	
WELLNESS PROGRAM RESTRICTIONS/NOTICES			
Wellness Program with Group Health	Standalone wellness program providing significant medical benefits may be considered a group health plan if offered to individuals not on the medical plan.	Wellness program only offered to individuals on the medical plan. ABC Company to confirm	●
Wellness Incentive	While HIPAA regulations allow for a maximum of 30% differential on health programs, if a tobacco cessation program is added, this increases to 50%. Under former EEOC regulations, the same 30% is allowed for health programs, but the 50% differential for tobacco cessation only applies when an affirmation is used to determine smoking status. Spouses performing the same tasks as an employee will earn the same incentives separately from employees. **As of 01/01/2019, the EEOC vacated regulations relating to the 30% for health programs. Clients*	$70 PEPM/$840 PEPY Tobacco included Core plan EE only – 42% differential	●

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	should consult with legal counsel to determine what kind of incentive to keep in place. *Note that there are at least two lawsuits that the AARP Foundation has pursued on behalf of union employees (Yale University and City of Chicago) to allege the wellness programs violate both GINA and HIPAA. If a client penalizes employees with additional premium for non-participation, and would like more information on these lawsuits, the HMA Experience Team can provide it.*		
Notice of Alternative Standard for Wellness Program	HIPAA/ACA regulations state that outcomes-based wellness programs must disclose availability of an alternative standard in all materials.	Confirm requirements implemented and plan documentation updated	●
EEOC Wellness Program Notice	The EEOC requires a lengthy notice that can be combined with the Notice of Alternative Standard if necessary. The EEOC's sample language for the notice is found here: https://www.eeoc.gov/laws/regulations/ada-wellness-notice.cfm The EEOC notice is to be used for outcomes-based and participatory programs.	Confirm use of EEOC notice	●
ACA REQUIREMENTS – NOTICES AND DISCLOSURES			
Statement of Grandfathered Status	Plan Administrator must provide with any participant materials describing plan benefits. There is no end date for this notice as long as the plan remains grandfathered.	ABC Company is not Grandfathered	●
Notice of Patient Protections and Selections of Providers	When plans require PCP selection each participant must be allowed to designate any available participating PCP including pediatricians. Prior authorization or referral for OB/GYN not allowed.	ABC Company does not require PCP selection	●
Notice of Rescission	Plan administrator must provide notice of rescission to affected participants at least 30 days	ABC Company to confirm understanding of rescission process	●

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Benefits Breakdown

HOLMES MURPHY

Trends and Tips for Unboxing the Complex Benefits Landscape

Below are summaries and links to the news items that we believe will be most useful to our clients. If you have any questions or comments about any of the articles referenced here, please contact a member of your Holmes Murphy team.

Top Story of The Week

CrowdStrike Outage Hits U.S. Hospitals

The cybersecurity firm released what was meant to be a routine software update, but health systems, including CommonSpirit Health and Cleveland Clinic, got locked out of Windows systems. This resulted in communications systems such as scheduling and checking-in processes coming to a temporary halt.

The World of Work — and Workplace Benefits — Is Changing

Today, there are five generations in the workplace, more employees are working remotely or in hybrid roles, and others are working as gig or freelance workers. As a result, employers are facing substantial competition for top talent. According to LIMRA research, 70% of employers say their company's benefits package will be critical to attracting and retaining the best workers. In addition, 51% believe their company will be offering more benefits in the future than it does today.

Medical Cost Growth Will Rise to the Highest Level in 13 Years; A Renewed Call to Action to Address Affordability

PwC's Health Research Institute (HRI) is projecting an 8% year-on-year medical cost trend in 2025 for the Group market and 7.5% for the Individual market. This near-record trend is driven by inflationary pressure, prescription drug spending, and behavioral health utilization.

More Americans Have Health Insurance Than Pre-Pandemic

The number of Americans without health insurance dropped by about a fourth from 2019 to 2023, U.S. health researchers said, as the government tried to bolster coverage during and after the Covid-19 pandemic. In 2023, 25 million Americans of all ages were uninsured, down from 33.2 million in 2019.

DOL Settlements Remind Employers to Avoid Collecting Premiums Until Evidence of Insurability is Approved

The U.S. Department of Labor announced two settlements with major insurance companies this month that highlight the importance of employers avoiding the collection of group life insurance premiums from employees until the insurer has approved them for coverage, including receipt and approval of required evidence of insurability.

Chevron Doctrine Overruled – Potential Impacts on Plan Sponsors and Employee Benefit Plans

The Supreme Court overturned Chevron U.S.A., Inc. v. Natural Resources Defense Council, which set forth the decades-old Chevron doctrine. Without the Chevron deference, some rules and regulations affecting employee benefit plans, such as those promulgated by the Departments of Labor, Treasury, Health and Human Services, and the Center for Medicare & Medicaid Services, may be scrutinized, modified, or vacated by federal courts.

Disclaimer: Holmes Murphy often provides general guidance to its clients on employee benefits and related personnel matters but does not provide legal advice. While we regularly confer with, and receive guidance from, members of our internal compliance team and our outside legal counsel, Holmes Murphy is not a law firm and any general guidance we provide is not intended to be and should not be considered legal advice. Clients are always urged to consult with their own counsel about specific legal issues to ensure they are receiving direct legal advice that is informed by the law and all facts and surrounding circumstances of the inquiry.







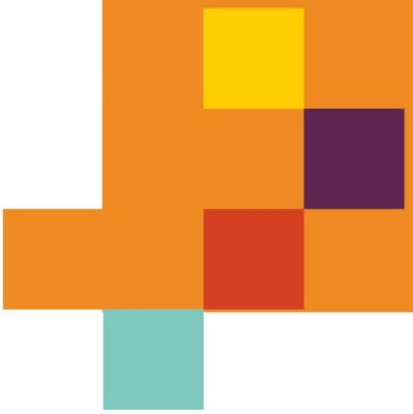
Privacy Page. Terms Of Use.
Contact Us

Holmes Murphy
2727 Grand Prairie Pkwy
Waukee, IA, 50263

View as webpage. Update Preferences.

Appendix F

Sample Employee Communications

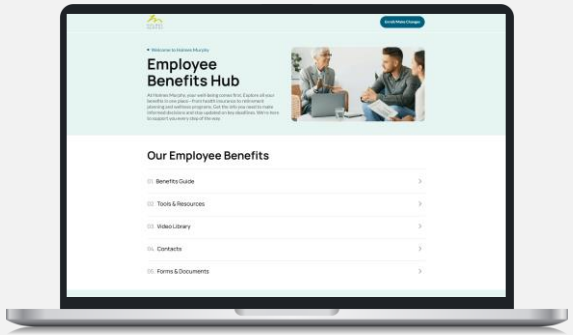


Communications Deliverables

Additional Resources Included:

- Video Content Library
- Postcard, Poster, Flyer & Brochure
- Required Notices Package
- eCard Enrollment Campaign

Customized Webpage



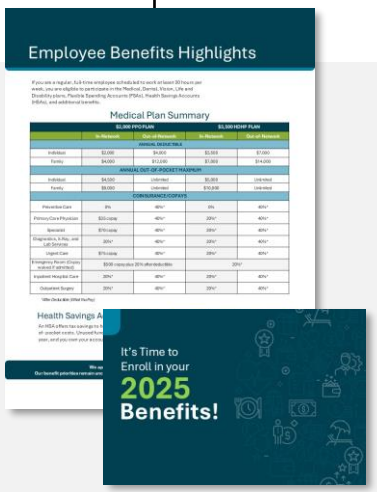
Text Messaging Campaigns



Enrollment Guides for Every Plan and Group

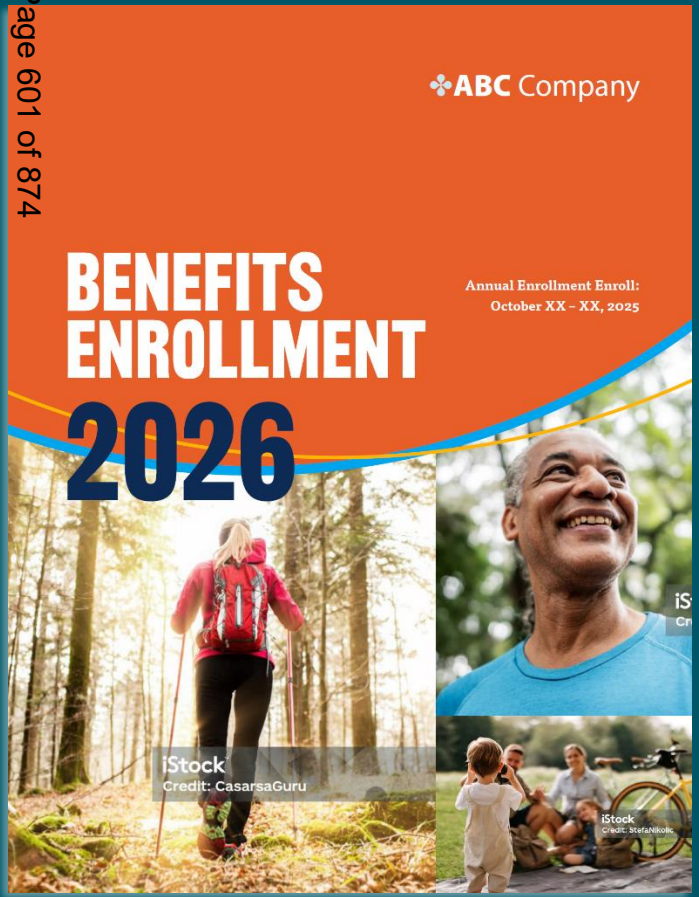


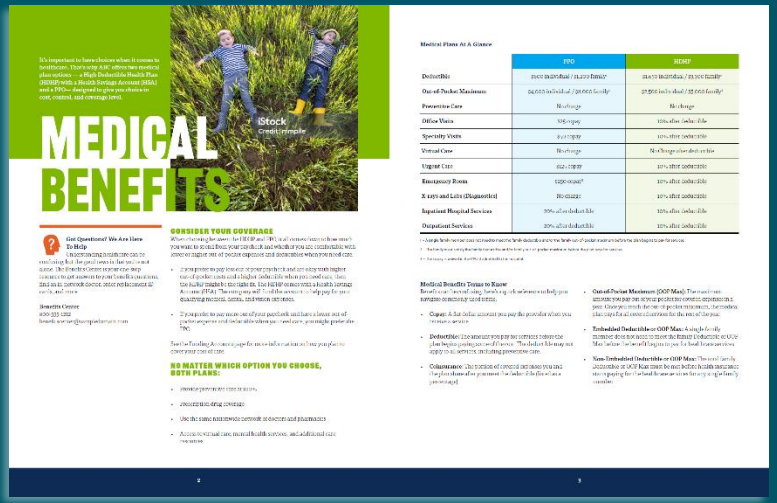
Coordinated Print And Mail Services

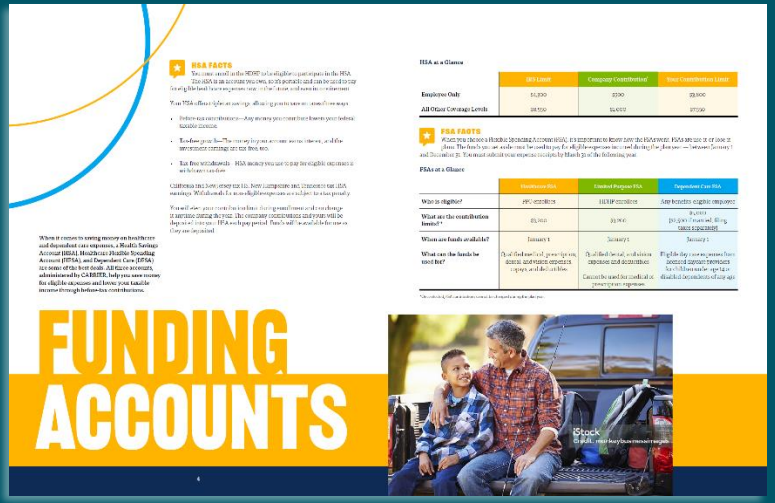


+ Experience negotiating **carrier credits** to fund **custom deliverables.**

* Excludes Translation, Print, Postage and Fulfillment costs







Option 1
Working Together

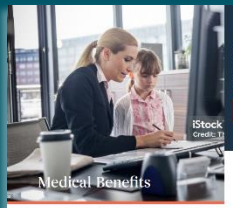
HOLMES MURPHY

ABC Company

Benefits Enrollment 2026

ANNUAL ENROLLMENT ENROLL: OCTOBER XX – XX, 2025





GOT QUESTIONS? WE ARE HERE TO HELP

Understanding healthcare can be confusing, but the good news is that you're not alone. The Benefits Center is your one-stop resource to get answers to your benefits questions, find an in-network doctor, order replacement ID cards, and more.

Benefits Center
800-555-1212
benefitscenter@exampleabcompany.com

It's important to have choices when it comes to healthcare. That's why ABC offers two medical plan options — a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and a PPO — designed to give you choice in cost, control, and coverage level.

CONSIDER YOUR COVERAGE

When choosing between the HDHP and PPO, it all comes down to how much you want to spend from your paycheck and when you pay. It's a combination of lower or higher out-of-pocket expenses and deductibles when you need care.

- If you prefer to pay less out of your paycheck and are okay with higher out-of-pocket costs and a higher deductible when you need care, then the PPO might be the right fit. The HDHP comes with a Health Savings Account (HSA). The company will fund it to account to help pay for your qualifying medical, dental, and vision expenses.
- If you prefer to pay more out of your paycheck and have a lower out-of-pocket expenses and deductible when you need care, you might prefer the PPO.

See the Funding Accounts page for more information on how you, plan to cover your cost of care.

NO MATTER WHICH OPTION YOU CHOOSE, BOTH PLANS:

- Provide preventive care at 100%
- Prescription drug coverage
- Use the same nationwide network of doctors and pharmacies
- Access to virtual care, mental health services, and additional care resources



MEDICAL PLANS AT A GLANCE

	PPO	HDHP
Deductible	$600 individual $1,800 family	$1,650 individual $3,300 family
Out-of-Pocket Maximum	$4,900 individual $9,800 family	$2,920 individual $5,840 family
Preventive Care	No charge	No charge
Office Visits	$25 copay	10% after deductible
Specialty Visits	$50 copay	10% after deductible
Virtual Care	No charge	No charge after deductible
Urgent Care	$100 copay	10% after deductible
Emergency Room	$250 copay	10% after deductible
X-rays and Labs (Diagnostic)	No charge	10% after deductible
Inpatient Hospital Services	20% after deductible	10% after deductible
Outpatient Services	20% after deductible	10% after deductible

1 Single family member deductible has to meet the entire deductible before the first out-of-pocket expense or before the plan begins paying for the services.

2 Teaching care visits, routine prescription medications, and preventive services before deductible are met.

3 Preventive includes the $4,900 individual or $9,800 family.

MEDICAL BENEFITS TERMS TO KNOW

Benefits can be confusing, here's a quick reference to help you navigate commonly used terms.

- Copay: A flat dollar amount you pay the provider when you receive a service.
- Deductible: The amount you pay for services before the plan begins paying some of the cost. The deductible may not apply to all services, including preventive care.
- Coinsurance: The portion of covered expenses you and the plan share after you meet the deductible (listed as a percentage).
- Out-of-Pocket Maximum (OOP Max): The maximum amount you pay out of your pocket for covered expenses in a year. Once you reach the out-of-pocket maximum, the medical plan pays for all covered services for the rest of the year.
- Embedded Deductible or OOP Max: A single family member does not need to meet the family Deductible or OOP Max before the benefit begins to pay for healthcare services.
- Non-Embedded Deductible or OOP Max: The total family deductible or OOP Max must be met before health insurance starts paying for the healthcare services for any single family member.

Funding Accounts

When it comes to saving money on healthcare and dependent care expenses, a Health Savings Account (HSA), Healthcare Flexible Spending Account (HCFSA), and Dependent Care (DFSA) are some of the best deals. All three accounts, administered by CAEBBPS, help you save money for eligible expenses and lower your taxable income through pretax contributions.

HSA FACTS

You must enroll in the HDHP to be eligible to participate in the HSA. The HSA is an account you own, so it's portable and can be used to pay for eligible healthcare expenses now, in the future, and even into retirement.

Your HSA offers triple tax savings, allowing you to save on taxes three ways.

- Before-tax contributions — Any money you contribute lowers your federal taxable income.
- Tax-free growth — The money in your account earns interest, and the investment earnings are tax-free, too.
- Tax-free withdrawals — HSA money you use to pay for eligible expenses is withdrawn tax-free.

California and New Jersey tax HSS. New Hampshire and Tennessee tax HSA earnings. Withdrawals for non-eligible expenses are subject to a tax penalty.

You can enroll in your open election, limit during enrollment and can change it anytime during the year. The company contributions and loans will be deposited into your HSA each pay period. Funds will be available for use as they are deposited.



HSA at a Glance

	IRS Limit	Company Contribution*	Your Contribution Limit
Employee Only	$4,300	$500	$3,800
All Other Coverage Levels	$8,550	$1,000	$7,550

FSA FACTS

When you choose a Flexible Spending Account (FSA), it's important to know how the FSA work. FSAs are a use-it-or-lose-it plans. The funds you set aside must be used to pay for eligible expenses incurred during the plan year — between January 1 and December 31. You must submit your expenses receipts by March 31 of the following year.

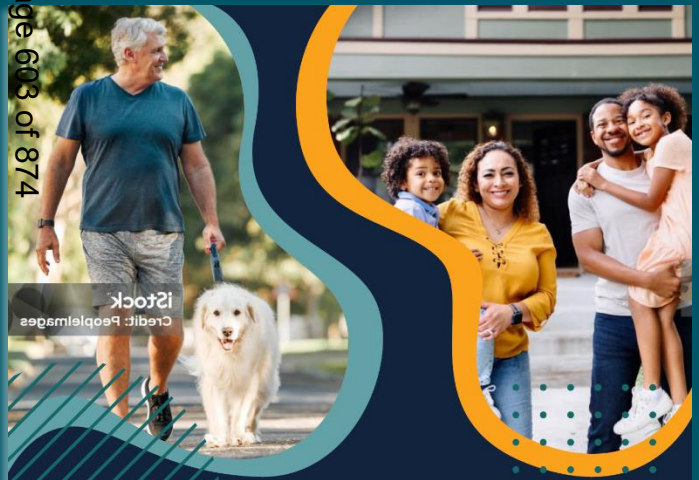
FSAs at a Glance

	Healthcare FSA	Limited Purpose FSA	Dependent Care FSA
Who is eligible?	PPO enrollees	HDHP enrollees	Any benefits-eligible employee
What are the contribution limits? *	$3,200	$3,200	$5,000 ($2,500 if married, filing taxes separately)
When are funds available?	January 1	January 1	January 1
What can the funds be used for?	Qualified medical, prescription, dental, and vision expenses, copays, and deductibles	Qualified dental and vision expenses and deductibles Cannot be used for medical or prescription expenses	Eligible day care expenses from licensed daycare providers for children under age 14 or disabled dependents of any age

* You can also contribute pre-tax through payroll during the plan year.

Option 2
Experienced Professional

HOLMES MURPHY



2026

Benefits Guide

ABC Company

Annual Enrollment Enroll:
October XX - XX, 2025



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ABC Company | 3

Medical Benefits

It's important to have choices when it comes to healthcare. That's why ABC offers two medical plan options — a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and a PPO — designed to give you choice in cost, control, and coverage level.

GOT QUESTIONS? WE ARE HERE TO HELP

Understanding healthcare can be confusing, but the good news is that you're not alone - the Benefits Center is your one-stop resource to get answers to your benefits questions, find an in-network doctor, order replacement ID cards, and more.

Benefits Center
800-555-1212
benefitscenter@exampledomain.com

CONSIDER YOUR COVERAGE

When choosing between the HDHP and PPO, it all comes down to how much you want to spend now (your paycheck and whether you are comfortable with lower or higher out-of-pocket expenses and deductibles when you need care.

- If you prefer to pay less out of your paycheck and are okay with higher out-of-pocket costs and a higher deductible when you need care, then the HDHP might be the right fit. The HDHP comes with a Health Savings Account (HSA). The company will fund this account to help pay for your qualifying medical, dental, and vision expenses.
- If you prefer to pay more out of your paycheck and have a lower out-of-pocket expense and deductible when you need care, you might prefer the PPO.

See the Funding Accounts page for more information on how you plan to cover your cost of care.

NO MATTER WHICH OPTION YOU CHOOSE, BOTH PLANS:

- Provide preventive care at 100%
- Prescription drug coverage
- Use the same nationwide network of doctors and pharmacies
- Access to virtual care, mental health services, and additional care resources

TERMS TO KNOW

Benefits can be confusing. Here's a quick reference to help you navigate commonly used terms:

- **Copay:** A flat dollar amount you pay the provider when you receive a service.
- **Deductible:** The amount you pay for services before the plan begins paying some of the cost. The deductible may not apply to all services, including preventive care.
- **Coinsurance:** The portion of covered expenses you and the plan share after you meet the deductible (listed as a percentage).
- **Out-of-Pocket Maximum (OOP Max):** The maximum amount you pay out of your pocket for covered expenses in a year. Once you reach the out-of-pocket maximum, the medical plan pays for all covered services for the rest of the year.
- **Embedded Deductible or OOP Max:** A single family member does not need to meet the family deductible or OOP Max before the benefit begins to pay for health care services.
- **Non-Embedded Deductible or OOP Max:** The total family deductible or OOP Max must be met before health insurance starts paying for the healthcare services for any single family member.

MEDICAL PLANS AT A GLANCE

	PPO	HDHP
Deductible	$600 Individual $1,200 Family	$1,500 Individual $3,000 Family
Out of Pocket Maximum	$4,000 Individual $8,000 Family	$5,000 Individual $10,000 Family*
Preventive Care	No charge	No charge
Office Visits	$35 copay	10% after deductible
Specialty Visits	$60 copay	10% after deductible
Virtual Care	No charge	No charge after deductible
Urgent Care	$75 copay	10% after deductible
Emergency Room	$150 copay	10% after deductible
Imaging (CT/PET scans, MRIs)	No charge	10% after deductible
Inpatient Hospital Services	20% after deductible	10% after deductible
Outpatient Services	20% after deductible	10% after deductible

1 – A preferred provider is a doctor, hospital, or other healthcare provider that has entered into a contract with the health insurance company to provide services to members at a discounted rate.
2 – The term "family" refers to the family unit that is covered by the health insurance plan, such as a parent and their children, or a married couple.
3 – The out-of-network (OON) deductible is the amount that you must pay for covered services before the plan starts to pay for those services.

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ABC Company | 5

Funding Accounts

When it comes to saving money on healthcare and dependent care expenses, a Health Savings Account (HSA), Healthcare Flexible Spending Account (HFSA), and Dependent Care (DFSA) are some of the best deals. All three accounts, administered by CARRIER, help you save money for eligible expenses and lower your taxable income through before-tax contributions.

HSA FACTS

You must enroll in the HDHP to be eligible to participate in the HSA. The HSA is an account you own, so it's portable and can be used to pay for eligible healthcare expenses now, in the future, and even in retirement.

Your HSA offers triple tax savings, allowing you to save on taxes three ways:

- Before-tax contributions—any money you contribute lowers your federal taxable income.
- Tax-free growth—the money in your account earns interest, and the investment earnings are tax-free, too.
- Tax-free withdrawals—HSA money you use to pay for eligible expenses is withdrawn tax-free.

California and New Jersey tax HSAs. New Hampshire and Tennessee tax HSA earnings. Withdrawals for non-eligible expenses are subject to a tax penalty.

You will start your contribution limit during enrollment and can change it any time during the year. The company contributions and yours will be deposited into your HSA each pay period. Funds will be available for use as they are deposited.

HSA AT A GLANCE

	IRS LIMIT	COMPANY CONTRIBUTION*	YOUR CONTRIBUTION LIMIT
Employee Only	$4,300	$300	$3,800
All Other Coverage Levels	$8,300	$1,000	$7,300

FSA FACTS

When you choose a Flexible Spending Account (FSA), it's important to know how the FSAs work. FSAs are use-it-or-lose-it plans. The funds you set aside must be used to pay for eligible expenses incurred during the plan year – between January 1 and December 31. You must submit your expenses receipts by March 31 of the following year.

FSAS AT A GLANCE

	HEALTHCARE FSA	LIMITED PURPOSE FSA	DEPENDENT CARE FSA
Who is eligible?	PPO enrollees	HDHP enrollees	Any benefits-eligible employee
What are the contribution limits?*	$3,300	$3,300	$5,000 ($2,500 if married, filing taxes separately)
When are funds available?	January 1	January 1	January 1
What can funds be used for?	Qualified medical, prescription, dental, and vision expenses, copays, and deductibles	Qualified dental, and vision expenses and copays Cannot be used for medical or prescription expenses	Eligible day care expenses for an incapacitated dependent under age 13 or disabled dependents of any age

*If needed, the FSA limit for this account may be changed during the plan year.



Option 3
Learning & Growth

HOLMES MURPHY



ABC Company

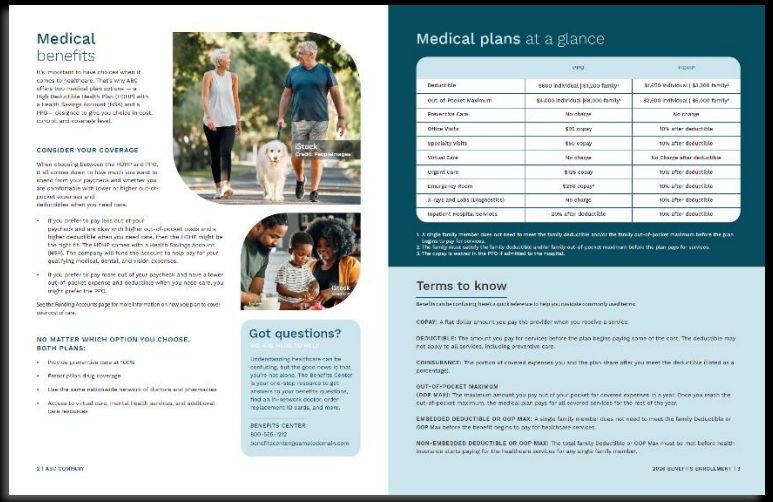






2026
Benefits Enrollment

ANNUAL ENROLLMENT: OCTOBER XX - XX, 2025



Medical benefits

It's important to have choices when it comes to healthcare. That's why ABC offers two medical plan options — a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and a PPO — designed to give you choice in cost, control, and coverage level.

CONSIDER YOUR COVERAGE

When choosing between the HDHP and PPO, it all comes down to how much you want to spend from your paycheck and whether you are comfortable with lower or higher out-of-pocket expenses and deductibles when you need care.

- If you prefer to pay less out of your paycheck and are okay with higher out-of-pocket costs and a higher deductible when you need care, then the HDHP might be the right fit. The HDHP comes with a Health Savings Account (HSA). The company will fund this account to help pay for your qualifying medical, dental, and vision expenses.
- If you prefer to pay more out of your paycheck and have a lower out-of-pocket expense and deductible when you need care, you might prefer the PPO.

See the Funding Accounts page for more information on how you plan to cover sources of care.

NO MATTER WHICH OPTION YOU CHOOSE, BOTH PLANS:

- Provide preventive care at 100%
- Prescription drug coverage
- Use the same nationwide network of doctors and pharmacies
- Access to virtual care, mental health services, and additional care resources

Got questions?

WE ARE HERE TO HELP

Understanding healthcare can be confusing, but the good news is that you're not alone. The Benefits Center is your one-stop resource to get answers to your benefits questions, find an in-network doctor, order replacement ID cards, and more.

BENEFITS CENTER
800-555-1212
benefitscenter@yourcolordomain.com

Medical plans at a glance

	PPO	HDHP
Deductible	$600 individual | $1,200 family[1]	$1,650 individual | $3,300 family[1]
Out-of-Pocket Maximum	$4,000 individual $8,000 family[2]	$2,650 individual | $6,300 family[2]
Preventive Care	No charge	No charge
Office Visits	$35 copay	10% after deductible
Specialty Visits	$50 copay	10% after deductible
Virtual Care	No charge	No Charge after deductible
Urgent Care	$125 copay	10% after deductible
Emergency Room	$250 copay[3]	10% after deductible
X-rays and Labs (Diagnostics)	No charge	10% after deductible
Inpatient Hospital Services	20% after deductible	10% after deductible

1. A single family member does not need to meet the family deductible and/or the family out-of-pocket maximum before the plan begins to pay for services.
2. The family must satisfy the family deductible and/or family out-of-pocket maximum before the plan pays for services.
3. The copay is waived in the PPO if admitted to the hospital.

Terms to know

Benefits can be confusing. Here's a quick reference to help you navigate commonly used terms:

COPAY: A flat dollar amount you pay the provider when you receive a service.

DEDUCTIBLE: The amount you pay for services before the plan begins paying some or the cost. The deductible may not apply to all services, including preventive care.

COINSURANCE: The portion of covered expenses you and the plan share after you meet the deductible (listed as a percentage).

OUT-OF-POCKET MAXIMUM (OOP MAX): The maximum amount you pay out of your pocket for covered expenses in a year. Once you reach the out-of-pocket maximum, the medical plan pays for all covered services for the rest of the year.

EMBEDDED DEDUCTIBLE OR OOP MAX: A single family member does not need to meet the family Deductible or OOP Max before the benefit begins to pay for healthcare services.

NON-EMBEDDED DEDUCTIBLE OR OOP MAX: The total family Deductible or OOP Max must be met before health insurance starts paying for the healthcare services for any single family member.



Funding Accounts

When it comes to saving money on healthcare and dependent care expenses, a Health Savings Account (HSA), Healthcare Flexible Spending Account (HFSA), and Dependent Care (DFSA) are some of the best deals. All three accounts, administered by CARRIER, help you save money for eligible expenses and lower your taxable income through before-tax contributions.

HSA FACTS

You must enroll in the HDHP to be eligible to participate in the HSA. The HSA is an account you own, so it's portable and can be used to pay for eligible healthcare expenses now, in the future, and even into retirement.

Your HSA offers triple tax savings, allowing you to save on taxes three ways.

- Before-tax contributions—Any money you contribute lowers your federal taxable income.
- Tax-free growth—The money in your account earns interest, and the investment earnings are tax-free, too.
- Tax-free withdrawals—HSA money you use to pay for eligible expenses is withdrawn tax-free.

California and New Jersey tax HSA. New Hampshire and Tennessee tax HSA earnings. Withdrawals for non-eligible expenses are subject to a tax penalty.

You will elect your contribution limit during enrollment and can change it anytime during the year. The company contributions and yours will be deposited into your HSA each pay period. Funds will be available for use as they are deposited.

HSA AT A GLANCE

	IRS LIMIT	COMPANY CONTRIBUTION*	YOUR CONTRIBUTION LIMIT
Employee Only	$4,300	$500	$3,800
All Other Coverage Levels	$8,550	$1,000	$7,550

FSA FACTS

When you choose a Flexible Spending Account (FSA), it's important to know how the FSAs work. FSAs are use-it-or-lose-it plans. The funds you set aside must be used to pay for eligible expenses incurred during the plan year — between January 1 and December 31. You must submit your expense receipts by March 31 of the following year.

FSAs AT A GLANCE

	HEALTHCARE FSA	LIMITED PURPOSE FSA	DEPENDENT CARE FSA
Who is eligible?	PPO enrollees	HDHP enrollees	Any benefits-eligible employee
What are the contribution limits*	$3,300	$3,300	$5,000 ($2,500 if married, filing taxes separately)
When are funds available?	January 1	January 1	January 1
What can the funds be used for?	Qualified medical, prescription, dental, and vision expenses, copays, and deductibles	Qualified dental, and vision expenses and deductibles. Cannot be used for medical or prescription expenses	Eligible day care expenses from licensed daycare providers for children under age 14 or disabled dependents of any age

*Once elected, FSA contributions cannot be changed during the plan year.

Option 4
Modern Splash

HOLMES MURPHY

ABC Company



BENEFITS GUIDE

Annual Enrollment Enroll: October XX – XX, 2025



Medical Benefits

It's important to have choices when it comes to healthcare. That's why ABC offers two medical plan options – a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) and a PPO – designed to give you choice in cost, control, and coverage level.

CONSIDER YOUR COVERAGE

When choosing between the HDHP and PPO, it all comes down to how much you want to spend from your paycheck and whether you are comfortable with lower or higher out-of-pocket expenses and deductibles when you need care.

- If you prefer to pay less out of your paycheck and are okay with higher out-of-pocket costs and a higher deductible when you need care, then the HDHP might be the right fit. The HDHP comes with a Health Savings Account (HSA). This employer will help this account out with pay for some qualifying medical, dental, and vision expenses.
- If you prefer to pay more out of your paycheck and have a lower out-of-pocket expense and deductible when you need care, you might prefer the PPO.

See the Funding Accounts page for more information on how you plan to cover your cost of care.

NO MATTER WHICH OPTION YOU CHOOSE, BOTH PLANS:

- Provide preventive care at 100%
- Prescription drug coverage
- Use the same nationwide network of doctors and pharmacies
- Access to virtual care, mental health services, and additional care resources

TERMS TO KNOW

Benefits can be confusing. Here's a quick reference to help you navigate commonly used terms:

- **Copay:** A flat dollar amount you pay for a service, after you've met your deductible.
- **Deductible:** The amount you pay for services before the plan begins paying some of the cost. The deductible may not apply to all services, including preventive care.
- **Coinsurance:** The portion of covered expenses you and the plan share after you meet the deductible. Listed as a percentage.
- **Out-of-Pocket Maximum/HDHP Max:** The maximum amount you pay out of your pocket for covered expenses in a year. Once you reach the out-of-pocket maximum, the medical plan pays for all covered services for the rest of the year.
- **Embedded Deductible or HDHP Max:** A single family member does not need to meet the family deductible or max limit before the benefit begins to pay for healthcare services.
- **Non-Embedded Deductible or HDHP Max:** The total family deductible or max must be met before health insurance starts paying for the healthcare services for any single family member.

GOT QUESTIONS? WE ARE HERE TO HELP

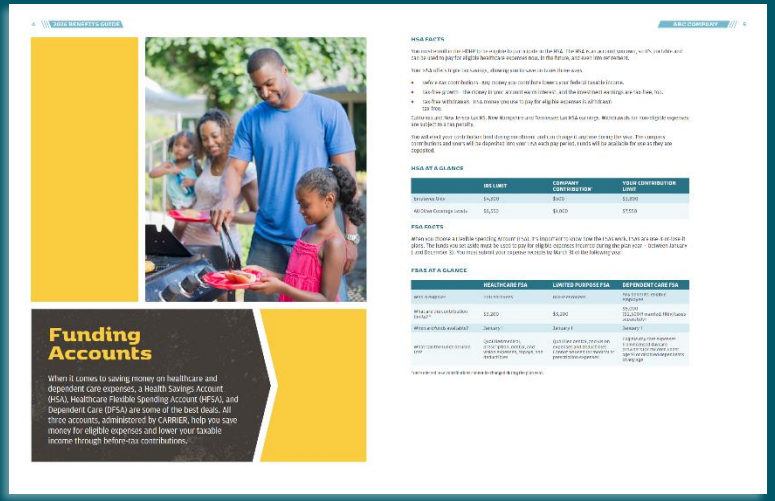
Understanding healthcare can be overwhelming, but the good news is that you're not alone. The Benefits Center is your one-stop resource to get answers to your benefits questions, find an in-network doctor, order replacement ID cards, and more.

Benefits Center
800-555-6789
benefits.center@yourcompanydomain.com

MEDICAL PLANS AT A GLANCE

	PPO	HDHP
Name of Plan	Silver 1500 PPO	Bronze 6000 HDHP
Annual Deductible (Per Person/Family)	$1,500/$3,000	$6,000/$12,000
Out-of-Pocket Maximum (Per Person/Family)	$4,500/$9,000	$6,000/$12,000
Preventive Care	Not Applicable	Not Applicable
Office Visits	$25 copay	40% after deductible
Specialist Visits	$50 copay	40% after deductible
Virtual Care	No charge	No Charge after deductible
Urgent Care	$50 copay	40% after deductible
Emergency Room	$250 copay*	40% after deductible
Hospital and Facility (Inpatient)	No charge	40% after deductible
Treatment Provided in Clinics	20% after deductible	40% after deductible
Outpatient Services	20% after deductible	40% after deductible

1. Calendar year deductible must be met before the plan begins paying for benefits (except preventive care). The deductible is per person, with a separate family deductible. Applies to medical and prescription drug expenses.
2. The maximum amount you'll pay for covered expenses in a year. Once you reach the out-of-pocket maximum, the plan pays 100% of covered expenses for the rest of the year.
3. Coverage is provided in-network only, except in emergencies.



Funding Accounts

When it comes to saving money on healthcare and dependent care expenses, a Health Savings Account (HSA), Healthcare Flexible Spending Account (HFSA), and Dependent Care (DFSA) are some of the best deals. All three accounts, administered by CARRIER, help you save money for eligible expenses and lower your taxable income through before-tax contributions.

HSA FACTS

You must be enrolled in the HDHP to be eligible to participate in the HSA. The HSA is a triple tax-advantaged, portable, and can be used to pay for eligible healthcare expenses now, in the future, and even in retirement.

Your HSA offers triple tax savings, allowing you to save in three ways:

- Before-tax contributions – Any money you contribute lowers your federal taxable income.
- Tax-free growth – The money in your account is invested, and the investment earnings are tax-free, too.
- Tax-free withdrawals – Any money you use to pay for eligible expenses is withdrawn tax-free.

Tennessee and New Jersey tax HSA earnings. Withdrawals for non-eligible expenses are subject to a tax penalty.

You will elect your contribution level during open enrollment, and can change it any time during the year. The company's contributions and yours will be deposited into your HSA each pay period. Funds will be available for use as they are deposited.

HSA AT A GLANCE

	IRS LIMIT	COMPANY CONTRIBUTION*	YOUR CONTRIBUTION LIMIT
Employee Only	$4,300	$600	$3,700
All Other Coverage Levels	$8,550	$1,000	$7,550

FSA FACTS

When you choose a flexible spending account (FSA), it's important to know how the FSA will work. FSAs are use-it-or-lose-it plans. The funds you set aside must be used to pay for eligible expenses incurred during the plan year – between January 1 and December 31. You must submit your expense receipts by March 31 of the following year.

FSAS AT A GLANCE

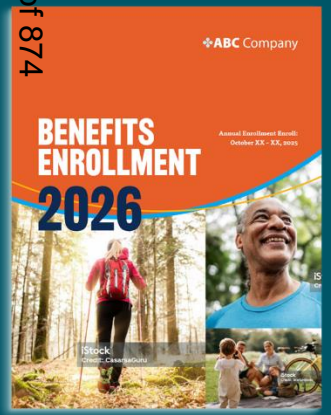
	HEALTHCARE FSA	LIMITED PURPOSE FSA	DEPENDENT CARE FSA
Who's Eligible?	You and Your Spouse	Active employees	Any employee (married or single) who
What are the contribution limits?	$3,200	$3,200	$5,000 (married, filing jointly or single) $2,500 (married, filing separately)
When are funds available?	January 1	January 1	January 1
What qualifies as an eligible cost	Qualified dependent's medical, dental, and vision expenses, copays, and deductibles	Qualified dental, vision and preventive expenses. Cannot be used to reimburse pre-deductible expenses	Eligible daily care expenses for dependents (daycare, preschool, summer camp, before and after school care) that allow you and your spouse to work (or look for work)

*Employer contribution is subject to change during the plan year.

Option 5

Solid & Reliable

HOLMES MURPHY



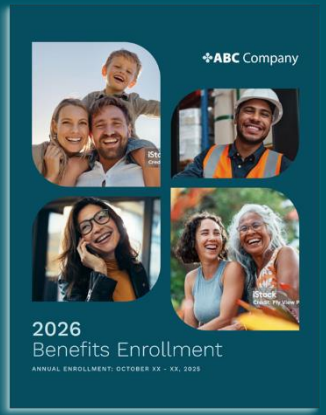
Option 1
Working Together



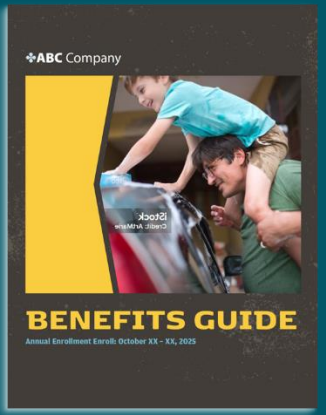
Option 2
Experienced Professional



Option 3
Learning & Growth



Option 4
Modern Splash

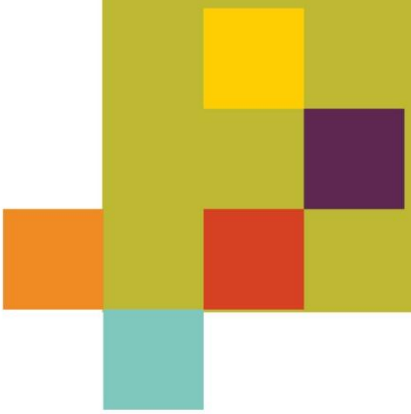


Option 5
Solid & Reliable

HOLMES MURPHY

Appendix G

Required Forms



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1450073

Date Filed:
04/20/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
City of Ennis
Ennis, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Holmes Murphy and Associates

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-115-10
EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Holmes Murphy and Associates	Dalls, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chyna Vincent, and my date of birth is 5-31-91.

My address is 12712 Park Central Dr., Dallas (city), TX (state), 75251 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of April (month), 20 26 (year).

Chyna Vincent

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Holmes Murphy & Associates LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

4/21/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

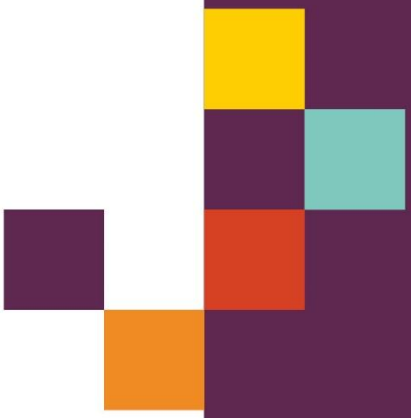
(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ENNIS
TEXAS
The bluebonnet spirit of Texas



HOLMES MURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/8/2025

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Sara Kolnes **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** skolnes@holmesmurphy.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Allied World Surplus Lines Insurance Co — 24319
INSURED HOLMURPC1 Holmes, Murphy and Associates LLC 2727 Grand Prairie Parkway Waukee, IA 50263	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 411980417 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(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	 $ $ $
A	Professional E&O			03057142	6/30/2025	6/30/2026	Each Claim Limit Policy Aggregate	10,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

To Whom It May Concern

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

Kari Cooley

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The ACORD name and logo are registered marks of ACORD

Compensation

Holmes Murphy would be willing to be engaged in a fixed fee basis. We propose to provide the full scope of services as outlined in this proposal for a fee of:

DESCRIPTION	FEE
Employee Benefit Consulting	**Based on current size and headcount, a compensation amount of $50,000 per year**

**Fixed fee for 2026, 2027, and 2028. Fixed fee will increase by +2.5% in 2028 and 2029.*

Compensation transparency is important to Holmes Murphy, and we strive to provide all our clients with a clear picture as it relates to our compensation beyond the traditional reports you may receive. We provide a compensation disclosure to you in good faith and on an annual basis as we value your full understanding of the relationship which you have with Holmes Murphy. This assumes Holmes Murphy is named consultant of record on all coverages. Holmes Murphy will only accept a commission if one exists on the city's current coverages. Common coverages with commissions include but not limited to voluntary plans.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Holmes Murphy & Associates LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

4/21/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Holmes Murphy & Associates LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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Not Applicable.

Name of Officer

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☐ Yes ☐ No

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Signature of vendor doing business with the governmental entity

4/21/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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Local Government Code § 176.006(a) and (a-1)

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(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

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(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

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(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1450073

Date Filed:
04/20/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
City of Ennis
Ennis, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Holmes Murphy and Associates

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-115-10
EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Holmes Murphy and Associates	Dalls, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chyna Vincent, and my date of birth is 5-31-91.

My address is 12712 Park Central Dr., Dallas (city), TX (state), 75251 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of April (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[HUB INTERNATIONAL] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

HUB International Response

CONTACT INFORMATION

Company:
HUB International

Email:
ty.petty@hubinternational.com

Contact:
Ty Petty

Address:
10000 N. Central Expressway
Ste 1200
Dallas, TX 75231

Phone:
N/A

Website:
hubinternational.com

Submission Date:
Apr 24, 2026 12:06 PM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

RFQ_26-115-10_Employee_Benefits_Brokerage_&_Consulting_Services.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

25-26_CGLI_COI_-_Evidence_Only_-_Hub_International_(1).pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

RFQ_26-115-10_Compensation_Structure.pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

RFQ_26-115-10_Conflict_of_Interest_Statement.docx

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

RFQ_26-115-10_Completed_Form_CIQ.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Form_1295_Certificate_101528128.pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed

HUB Risk Insurance | Employee Benefits | Retirement & Private Wealth

REQUEST FOR QUALIFICATIONS

RFQ #26-115-10 Employee Benefits Brokerage and Consulting Services

PREPARED FOR

ENNIS TEXAS

The bluebonnet spirit of Texas



HUB International

10000 N. Central Expressway, Suite 1200
Dallas, Texas 75231
(214) 443-2400
hubinternational.com

April 24, 2026
City of Ennis
Attn: Purchasing Department
107 N. Sherman St.
Ennis, TX 75119

Dear Mayor and Commissioners,

HUB International is honored to submit this Statement of Qualifications in response to the City of Ennis's Request for Qualifications for **Employee Benefits Brokerage and Consulting Services (RFQ 26-115-10)**. We have thoroughly reviewed the Scope of Work and are fully prepared to serve as your strategic benefits partner.

At HUB, we understand that the City of Ennis's benefit program is more than a line item. It is one of your most significant investments in recruiting, retaining, and caring for the public servants who make the community thrive. Our approach treats every benefits dollar as an investment, not an expense, and our work is measured by the outcomes we deliver, not just the services we perform.

As your strategic partner, HUB will work alongside City staff to:

- Develop a multi-year strategic benefits blueprint aligned with the City's workforce needs and fiscal objectives.
- Leverage our deep Texas public sector benchmarking data drawn from 550+ public sector clients statewide to ensure the City's program remains competitive with comparable municipal employers.
- Provide proactive, year-round compliance support through our in-house ERISA attorney-led compliance practice, at no additional cost.
- Deliver transparent, data-driven analytics thus giving City leadership clear visibility into claims trends, cost drivers, and emerging risks.
- Support employees through our award-winning communications practice and dedicated client advocacy resources, reducing the administrative burden on City HR staff.

HUB's public sector consulting practice is built specifically for entities like the City of Ennis. We understand public procurement requirements, city budget cycles, and the unique compliance environment that governs public employer benefit plans in Texas. We work within your fiscal calendar, not against it.

We are committed to earning the City's confidence and look forward to the opportunity to demonstrate the value of this partnership.

Respectfully submitted,

Ty Petty | Senior Employee Benefits Consultant, HUB Public Sector
214-261-4656 | ty.petty@hubinternational.com

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Table of Contents

Welcome Letter

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A.Firm Experience & Public Sector Experience

Firm History and Background

HUB International was founded in 1998 through the merger of 11 independent Canadian brokers, quickly expanding into the United States and relocating global headquarters to Chicago. Today, HUB is the largest privately held insurance broker in the United States and one of the largest in the world, growing both organically and through strategic acquisition. Employee Benefits is a core focus for HUB. Our approach moves clients away from annual, reactive insurance purchasing toward long-term strategic planning — shifting the mindset from managing benefits as an expense to optimizing them as an investment in workforce health, productivity, and retention.

HUB operates across 600+ locations with 18,000+ employees in North America. HUB International Texas maintains offices across the state, including Dallas, Fort Worth, Houston, El Paso, San Antonio, Austin, Bryan, Del Rio, Waco, Livingston, McAllen, Harlingen, Argyle, Longview, and Tyler. The City of Ennis would be served by a team based out of our Dallas office, with direct access to our full national specialty practice network.

Public Sector Expertise

HUB's Public Sector Consulting Practice is one of the most experienced in Texas. We currently serve more than 550 public sector clients statewide, including municipalities, school districts, county governments, water authorities, and special-purpose districts. This depth of public sector experience is not incidental to our business. It is a dedicated, structured practice with specialized tools, benchmarking infrastructure, and compliance expertise built specifically for public employers.

Public sector clients operate in a uniquely complex environment: accountable to elected officials and governing bodies, subject to procurement transparency requirements, constrained by fixed budget cycles, and governed by a compliance landscape that differs meaningfully from private sector employers. HUB advisors work with public entities across Texas every day and understand this environment at a practical level — not just a theoretical one.

We understand how public sector benefit programs intersect with TMRS and TRS retirement structures, how ACA requirements apply specifically to public employers, and how recommendations must survive board presentations and budget cycles to be meaningful. A recommendation that makes financial sense but cannot be implemented within a city's governance structure is no recommendation at all.

Experience with Comparable Municipal Clients

HUB serves a broad range of Texas municipalities of varying sizes and complexities, including those comparable to the City of Ennis. Representative public sector clients include:

- City of Brownsville — 1,900 employees
- McLennan County, Texas — 1,600 employees
- City of Coppell — 375 employees
- City of Wharton — 150 employees
- Housing Authority of the City of El Paso — 100 employees
- Brazos River Authority — 250 employees
- San Jacinto River Authority — 160 employees

This range of client experience means HUB brings not just familiarity with public sector environments but practical knowledge of benefit program challenges at the specific scale and complexity the City of Ennis represents.

Lines of Coverage Supported

HUB has extensive experience managing the full suite of benefit programs identified in the City's scope, including medical, prescription drug, dental, vision, basic and voluntary life and AD&D, short- and long-term disability, supplemental and voluntary benefits, Employee Assistance Programs, and HSA, HRA, and FSA administration. Our average client carries 6.8 lines of coverage, and our teams are structured to manage multi-line programs with coordinated strategy and single-point accountability.

B.Key Personnel & Account Team

Dedicated Service Team

The City of Ennis would be served by a fully dedicated account team. Each team member carries defined responsibilities and is accountable for specific aspects of your program throughout the year. The team is organized to provide both strategic leadership and day-to-day execution.

Proposed Team Members

Ty Petty — Senior Employee Benefits Consultant



Ty has over 13 years of experience serving public sector employers and understands the unique regulatory and HR challenges they face. Ty manages contract oversight and quality control for the assigned team, ensuring the City's needs are consistently met. He has substantial experience advising and presenting to employees, city management, committees, and city commissions. Ty holds an MBA from West Texas A&M University, a BA from Texas A&M University, and a Group Life & Health License. He is also a U.S. Army veteran of the Iraq War and continues to serve in the National Guard.

Liz Bibeau — Senior Account Executive



Liz serves as the Senior Account Executive overseeing benefit plan performance, financial results, and employee satisfaction. She provides strategic guidance, utilization analysis, and vendor evaluations with a focus on employee experience. Liz joined HUB in 2022 following a 20-year career with a national health services company, including extensive experience managing complex accounts, large union groups, and school districts. She holds a BA from the University of Massachusetts Amherst.

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Paige Bublik — Vice President of Account Management



Paige brings extensive product and service knowledge across the insurance industry, with strong relationships at the C-suite and HR leadership levels. Her responsibilities include coordinating enrollment meetings, planning client retention strategies, providing industry updates, and reviewing plan documents and contracts. Paige holds General Lines Licenses (Life, Accident, Health & HMO) and a Chartered Benefit Consultant (CBC) designation.

Charlotte Starks — Senior Marketing Assistant & Manager of Public Sector Marketing Operations



Charlotte leads the team's marketing efforts during the RFP process and coordinates all aspects of vendor marketing, including advertisement, release, addenda, bid acceptance, and initial evaluation. She has 15 years of combined service with HUB and over 30 years of employee benefits experience. She also holds a General Lines License (Life, Accident, Health & HMO).

Ashley Broadus — Senior Financial Manager, Data & Analytics



Ashley oversees HUB's financial analytics team, providing cost projections and in-depth data analyses. She joined HUB with over six years of data and analytics experience in employee benefits and holds a BS from the University of Texas and a BA from Rice University.

Cory Jorbin — Chief Compliance Officer



Cory serves as Compliance Practice Leader for HUB's Public Sector Team and is a licensed attorney with a JD from Cleveland State University. He collaborates with employers of all sizes to design and ensure compliance of employee benefit plans with ACA, ERISA, Internal Revenue Code, HIPAA, COBRA, FMLA, ADA, and related regulations.

Specialty Practice Access

Beyond the dedicated account team, the City of Ennis has direct access to HUB's specialty practices as needed throughout the year, including Pharmacy Consulting (staffed by registered pharmacists), Health & Performance/Wellness, Communications & Design, Stop-Loss and Risk Management, Workforce Absence Management, and HR Technology Consulting. These resources are included within HUB's standard service model.

Client Meeting Cadence

HUB conducts a minimum of five to seven formal meetings per year with public sector clients, organized around a structured annual calendar: Annual Planning Sessions, Quarterly Financial Reviews, Compliance Review meetings, Pre-Renewal and Renewal meetings, and Open Enrollment planning and execution. Additional meetings are scheduled based on the City's needs and elected initiatives. HUB service teams are not bound by hourly rates, providing the flexibility to meet as often as the City requires.

C.Approach to Benefits Strategy & Cost Containment

Strategic Planning Framework

Every organization has unique objectives, and the City of Ennis is no different. HUB begins every client relationship with a structured discovery process designed to understand your benefits philosophy, workforce demographics, budget constraints, and long-term goals. From that foundation, we build a multi-year strategic benefits blueprint that is continuously updated. Not a static annual plan that becomes obsolete the moment it is delivered.

Our proprietary Benefit Smart View™ is a dynamic multi-year strategic planning tool that adapts in real time to the City's shifting priorities. Unlike a static annual review, it keeps your strategy current as needs and timelines evolve and benchmarks your program against comparable public sector employers.

We also apply our Workforce Persona Analysis™, which uses census data and workforce demographics to understand employee populations across generations, career stages, and tenure. This allows us to design programs that maximize both the City's return on investment (ROI) and the way employees experience the value of their benefits (VOI) ensuring the City invests in programs that resonate with your specific workforce, not a generic profile.

Benchmarking Capabilities

HUB does not rely on a single data source. We triangulate across multiple data sets including our own proprietary benchmarking drawn from 550+ public sector clients in Texas to give the City a clear picture of where your program stands relative to comparable municipal employers on plan design, cost, contribution strategy, and medical utilization. We supplement this with data from Mercer, SHRM, Kaiser Family Foundation, Milliman, MetLife, and other nationally recognized sources — all included within our fee structure at no additional cost.

For the City of Ennis, this means access to large-organization benchmarking intelligence without the cost of expensive custom surveys or the burden of interpreting complex data internally.

Cost Control Strategies

HUB's approach to cost containment is grounded in data, market knowledge, and a willingness to challenge the status quo including incumbent vendors who are no longer delivering value. Our cost control strategies are proactive, not reactive, and are tailored to each client's specific situation and risk tolerance.

Key cost-control approaches HUB employs for public sector clients include:

- **We assess the full funding continuum: fully insured, self-funded, level-funded, and group captive models against the City's actual claims experience and risk tolerance, recommending the optimal arrangement rather than defaulting to the status quo.**
- **Pharmacy is the most dynamic and consequential budget line item in employer benefits today. HUB's pharmacy practice — staffed by registered pharmacists — conducts PBM contract audits to verify that contracted discounts, guarantees, and formulary provisions are being honored. This step is frequently overlooked and regularly surfaces recoveries and accountability gaps that matter to the bottom line.**
- **When marketing medical administrators, HUB works with carriers to reprice historical claims data, comparing network discounts to determine which administrator provides the deepest claims discounts calibrated to the City's actual geography and utilization patterns.**
- **Unnecessarily complex plan portfolios drive up administrative burden for HR and create confusion for employees. Where appropriate, HUB recommends consolidating plan designs to reduce costs, simplify administration, and improve employee understanding — which itself leads to better plan utilization decisions.**
- **Group supplemental health plans (Accident, Hospital Indemnity, Critical Illness) provide employees a meaningful financial safety net at little or no**

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cost to the City, while improving overall benefits satisfaction and program perception.

Data Analytics Capabilities

HUB's proprietary HUB Infused Analytics™ (HIA) platform provides an integrated approach to analyzing medical and pharmacy claims — combining advanced analytics, clinical informatics, and financial reporting into a single cohesive view of plan performance. HIA draws on one of the largest data repositories in the industry — over 4.4 trillion medical and pharmacy records supplemented by metadata from academic institutions, research organizations, and public health sources.

For the City of Ennis, this means moving beyond surface-level utilization data to understand the clinical and financial drivers behind costs — and identifying targeted interventions that improve both plan performance and member health outcomes. Key capabilities include integrated medical and pharmacy claims analysis, financial reporting and plan performance tracking, predictive modeling to anticipate future cost drivers, and dashboard reporting that stays current to the City's population and objectives.

Our consultants translate this data into clear, actionable guidance not a stack of reports for City staff to interpret independently.

Renewal Strategy

HUB views the renewal process as continuous and comprehensive, beginning nine to twelve months prior to the actual renewal date. Our renewal process includes:

- **Gathering demographics, plan design history, rate history, contribution strategy, and incumbent carrier information to inform strategy development.**
- **Detailed review of utilization trends, disease burden, inpatient and outpatient utilization, high-cost claimants, and prescription drug utilization.**
- **Preparing RFP specifications, evaluating current market conditions, and distributing solicitations to competing carriers and vendors. All proposals are entered into HUB's proprietary renewal format, allowing the City to compare options side by side — including multiple contribution strategy scenarios.**

- **HUB aggressively negotiates rates and contract terms on the City's behalf, with in-house underwriting to evaluate carrier renewal actions independently. Our market leverage with insurance carriers is among the strongest in the industry.**

HUB will provide renewal analysis and recommendations no less than 90 to 120 days prior to the plan year, consistent with the City's performance expectations.

D.Demonstrated Success & References

Track Record of Measurable Results

HUB's value is measured in outcomes, not activity. Below are representative examples of measurable results achieved for public sector clients.

PBM Contract Remediation and Market Review

A self-funded public sector employer engaged HUB after years with the same pharmacy benefit manager. HUB's pharmacy consultants identified significant value being left on the table. In Year One, rather than waiting for renewal, we renegotiated the existing contract; securing improved pricing on key drug classes, strengthening rebate terms, and accelerating rebate payment frequency from semi-annual to quarterly, improving cash flow and financial predictability for the plan. We also recovered a retroactive rebate payment that had gone uncaptured under the prior arrangement.

In Year Two, we conducted a comprehensive PBM market review, evaluating ingredient costs, rebate structures, biosimilar strategies, network breadth, clinical programs, and member experience. The result was a transition to a new PBM with materially stronger economics, including a biosimilar-forward formulary strategy. Total plan savings: nearly $4 million — with improved member outcomes as well.

TPA Transition: Right Network, Right Geography

A mid-sized self-funded public sector client was locked into a medical TPA delivering subpar network discounts for their geography and poor service to employees. HUB led a comprehensive RFP process and transitioned the client into a fully carved-in TPA/PBM arrangement, integrating medical and pharmacy under one umbrella rather than managing them in silos. The result was materially stronger network discounts calibrated to the client's actual geography, improved claims performance, and a service model built around partnership. As part of the same engagement, we replaced a fragmented, partially manual benefits administration set-up. This resulted in streamlining enrollment, simplifying carrier implementation, and measurably improving employee and employer satisfaction.

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Voluntary Benefits: Protecting Your Workforce

A small public sector client's employees were dissatisfied with the supplemental health products available to them. HUB moved the client to group supplemental health plans (Accident, Hospital Indemnity, and Critical Illness), achieving approximately 40% employee participation. Beyond enrollment numbers, the employer gained annual carrier reporting demonstrating employees are actively filing claims. Which in turn is protecting their income during illness or injury, and enhancing wellness awareness.

References

City of Brownsville | 1,900 Employees

Contact: Ivan Reyes, CPM — Benefits & Compensation Senior Manager

(956) 548-6064 | ivan.reyes@brownsvilletx.gov

1001 E. Elizabeth St., Brownsville, Texas 78520

McLennan County, Texas | 1,600 Employees

Contact: Stacy Vega, CEBS-GBA — Human Resources Benefits Manager

(254) 757-5158 | stacey.vega@mclennan.gov

214 N. 4th Street, Suite 200, Waco, Texas 76701

City of Coppell | 375 Employees

Contact: Chelsea Martin, SHRM-CP — Benefits Specialist, Employee Experience Team

(972) 304-3609

255 E. Parkway Blvd., Coppell, TX 75019

City of Wharton | 150 Employees

Contact: Paula Favors — Assistant City Manager

(979) 532-2491 x225 | pfavors@cityofwharton.com

120 East Caney Street, Wharton, Texas 77488

Brazos River Authority | 250 Employees

Contact: Chantell George — Human Resources Benefits Manager

(254) 761-3192 | chantell.george@brazos.org

4600 Cobbs Drive, Waco, TX 76710

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E. Service Model & Responsiveness

Communication and Issue Resolution

HUB's service philosophy is straightforward: the City of Ennis should always know who to call, and that call should always be answered. Your dedicated account team is available as a seamless extension of City HR staff — not a call center or ticketing queue.

HUB commits to responding to City inquiries within one business day and providing issue resolutions within mutually agreed-upon timeframes. For carrier and vendor escalations, HUB's Platinum broker designation with all major medical, dental, life, and disability carriers provides direct access to local representation, management, and executives enabling faster resolution than what most clients can achieve independently.

Claims, Billing, and Eligibility Support

HUB offers two pathways for employee and HR-initiated claims and eligibility issues:

Employee Advocate Hotline:

Staffed 100% by HUB employees with direct insurance industry experience, our Hotline representatives answer as City of Ennis representatives — a seamless extension of your HR team. Employees and dependents have a customized toll-free number for claims assistance, eligibility questions, plan education, and referrals. Unresolved issues receive a status update within 24 hours, with escalations handled directly by the account manager. Quarterly utilization reporting tracks call volume, issue types, and resolution outcomes. (*Additional fee applies*)

HR-Initiated Issues:

For issues escalated through City HR, the assigned Account Manager or Account Executive documents the matter, obtains authorization to act on the employee's behalf, and works directly with the carrier contact to reach resolution. HUB does the majority of the legwork, allowing HR staff to focus on core responsibilities.

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HR Administrative Support

HUB serves as a true extension of the City's HR department. Day-to-day support includes assistance with billing reconciliation, eligibility audits, enrollment processing, carrier and vendor liaison services, and ongoing employee inquiries. The City's HR staff will have on-demand access to guidance on complex benefits questions, compliance inquiries, and plan administration matters — without hourly fees or project charges.

Performance Measurement

HUB measures service quality through a structured framework built around defined performance standards, regular reporting, and fees placed at risk tied to measurable outcomes. At the start of each plan year, HUB establishes specific, measurable objectives aligned with the City's priorities. We track performance across four core categories:

- **Measured through quarterly surveys completed by designated City contacts.**
- **Assessed through client surveys and monthly data analytics, benchmarked against national standards.**
- **Measured through monthly analytics tracking cost control effectiveness, benchmarked against national norms.**
- **HUB's client call center generates a monthly report of all response times, with a required average response rate of 90% or higher.**

Where mutually agreed upon, HUB places fees at risk tied directly to performance in these categories providing the City with concrete, accountability-driven assurance of service quality.

Open Enrollment Support

HUB provides full open enrollment support, including employee communication materials, live and virtual education sessions, decision support tools, new hire onboarding content, and coordination of all enrollment logistics with carriers and vendors. Our award-winning Communications & Design practice develops print guides, digital content, animated videos, and mobile-ready materials in the language employees speak (including Spanish where requested). Enrollment campaigns follow a structured three-phase model (Pre-Launch, Launch, Post-Launch) with measurable participation and completion tracking.

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Employees also have access to HUB's Benefit Spot mobile app (24/7 benefits access on iOS and Android) and BenefitSource, a branded web portal providing access to benefit guides, plan documents, annual notices, SPDs, and on-demand education videos.

Benefit Spot



Benefit Spot, our mobile app, provides 24/7 access to benefits information for the City of Ennis's employees. This app is customizable, available for both Android and iPhone and includes the ability to link to on-demand education videos, carrier documents, cost comparison tools, links to enrollment sites and more. To learn more about what Benefit Spot offers, click here for a short video. HUB is willing to provide a demo of Benefit Spot.

Included in your consulting fee is our HUB **Benefit Spot** mobile app which offers the following benefits:

- Reach employees where they spend much of their time—on their phone
- The ability to include links to on-demand education videos, carrier documents, cost comparison tools, etc.
- Available on both Android and iPhone
- Customizable home screen buttons

BenefitSource Web Portal

A dedicated website for convenient access to company-specific benefits information with customizable banner graphics and company color integration. Features include:

- Company colors applied to banner and site design
- Four easy-to-navigate tabs:
  - **Enrollment**: Open enrollment dates, Brainshark videos, informational fliers, and direct links to enrollment platforms
  - **Benefit Guide**: Downloadable benefit guide PDFs
  - **Videos**: Access to HUB's animated video library
  - **Resources**: Host up to 25 PDF or zip file documents (Annual Notices, SPDs, SBCs, etc.)

- ADA accessibility and translation into Spanish, French, Chinese, and other languages
- Usage reporting showing website views and most-accessed content



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F. Compliance & Regulatory Expertise

In-House Compliance Counsel

HUB's Employee Benefits Compliance Consulting practice is led by experienced ERISA attorneys. Our compliance team delivers expert guidance on the full regulatory landscape — ACA, COBRA, HIPAA, ERISA, Internal Revenue Code, FMLA, ADA, GINA, DOL requirements, and Section 125 at no additional cost to the City. There are no hourly fees for compliance support; it is included within HUB's all-inclusive service model.

Each client is assigned a regional Chief Compliance Officer as a dedicated compliance point of contact, available throughout the year to address legislative concerns, answer operational questions, and provide proactive guidance as the regulatory environment changes.

Keeping the City Current

Compliance is not a once-a-year exercise. HUB account executives and managers undergo semi-monthly compliance training, and the City will receive proactive updates through multiple channels:

- Monthly In Compliance newsletter with written regulatory updates
- Regular compliance bulletins covering legislative and regulatory developments
- Live and on-demand webinars, seminars, and roundtable events
- Email alerts from HUB's Workforce Absence Management practice for state and federal leave legislation changes
- Direct consultation with ERISA attorneys as needed

ACA Reporting Support

HUB provides comprehensive ACA compliance support, including assistance with Forms 1094-C and 1095-C, review of ACA reporting obligations under Sections 6055 and 6056, and audit preparation assistance. Our compliance team works directly with City HR staff to ensure filings are accurate, timely, and consistent with applicable requirements.

Plan Document Review and Compliance Audits

HUB's compliance services include comprehensive compliance checklists, notice audits and reviews, annual customized employee notices and forms as required by federal law, wellness program compliance review under HIPAA, ADA, GINA, and ACA, and review of plan documents, SPDs, wrap documents, contracts, and employee communications. HUB will also assist with Form 5500 preparation and signature-ready filings as applicable.

HIPAA Privacy and Security

HUB works closely with new clients to assess HIPAA compliance through a privacy and security program gap analysis. We provide robust HIPAA training for applicable City team members: HR, IT, accounting, and benefits staff — and assist with building or updating a compliant HIPAA privacy and security policy. On an ongoing basis, HUB addresses compliance questions, conducts research, and provides hands-on support as the City navigates HIPAA obligations in its group health plan.

Training for City Staff

HUB offers a wide range of training programs supporting benefits administration, compliance, employee wellbeing, and workforce strategy. These educational resources are included as part of our service, with access to both live and on-demand learning throughout the year. HUB delivers more than 200 educational sessions annually at the local, regional, and national level. City HR staff will also have access to HUB's library of on-demand compliance resources, including eBooks, recorded webinars, and implementation guides.

G. Compensation Structure & Disclosure

Compensation Transparency

HUB understands that transparency in compensation is a critical component of the City's evaluation. We are committed to full disclosure of all compensation received in connection with services provided to the City of Ennis, and we provide an annual compensation disclosure as a matter of standard practice — regardless of legal requirement.

Compensation Models

HUB is flexible in how we are compensated and will work with the City to find the arrangement that best fits its financial and accounting requirements. We are prepared to operate under any of the following models:

1. **Fee for Consulting (Fee-Only):**

   A straightforward flat annual fee covering all consulting and account management services including plan design strategy, vendor RFPs, benchmarking, renewal negotiations, compliance support, and communications. There are no hourly charges, no project fees, and no surprises. The fee can be billed monthly, quarterly, semi-annually, or annually on a schedule that works for the City.

2. **Hybrid Model:**

   A discounted flat fee covering core employer-paid lines of coverage, combined with carrier-standard commissions on employee-paid voluntary benefits (ex. vision, accident, critical illness, hospital indemnity, short-term disability, and other supplemental coverages). Under this model, the City benefits from a lower out-of-pocket fee, with HUB accepting commissions directly from carriers on voluntary, employee-paid lines. Total compensation under either model is structured to be consistent and transparent. HUB will always disclose all compensation received on the City’s behalf annually.

3. **Commission-Based:**

   A traditional commission-based model. For public sector clients, HUB accepts only carrier-standard commissions. This means there is little to no impact on the rates

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the City or employees pay. HUB can illustrate exactly what, if any, cost impact exists so the City can evaluate this transparently. Again, HUB will always disclose all compensation received on the City's behalf annually.

Contingent and Indirect Compensation

HUB does receive income through contingency arrangements with most insurers. These arrangements are called contingent because payment requires meeting certain criteria — typically measured annually based on overall book growth and client retention — rather than being tied to the placement or profitability of any individual policy. The individuals involved in placing or servicing insurance are rarely, if ever, directly compensated for contingent income. Full details on HUB's compensation practices are available at hubinternational.com/about-us/how-we-get-paid/.

HUB will provide the City with a complete annual compensation disclosure detailing all compensation received on the City's behalf.

Pharmacy Benefit Compensation

With respect to pharmacy benefit arrangements, HUB's pharmacy consulting practice is vendor-agnostic and staffed by registered pharmacists. HUB does not receive a share of PBM rebates or spread pricing on behalf of clients unless specifically disclosed and agreed upon in advance. Our standard approach is to advocate for rebate pass-through to the plan and to conduct independent PBM contract audits that verify the City's contracted terms are being honored.

Third-Party Relationships

HUB does not have ownership interests in insurance carriers, PBMs, or TPAs. Alexander & Company, HUB's benefits administration service provider, is a wholly owned subsidiary of HUB International and is offered as an optional service. HUB will disclose any financial relationships relevant to services recommended to the City as part of its standard compensation disclosure practices.

Audit Rights

HUB agrees that the City has the right to audit all compensation received related to this contract and will provide documentation upon request verifying all compensation sources. HUB will not restrict the City's access to claims data or plan information through proprietary systems.

Contract Termination

HUB's standard contract termination language requires 30 days written notice with or without cause, consistent with the City's stated terms. There is no minimum contract period. HUB's priority is the City's satisfaction, and we are flexible on creating contract terms that are acceptable to the City.

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HUB

G.6. ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

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	CONTACT NAME: Andrew Johnson
Hub International Northeast Limited -NY 1065 Avenue of the Americas/ 5 Bryant Park New York NY 10018	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Andrew.Johnson@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Guarantee & Liability Insurance Company	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	021071
Hub International Limited c/o Hub International N.E. Limited 1065 Avenue of the Americas/ 5 Bryant Park New York NY 10018	

COVERAGES **CERTIFICATE NUMBER:** 479916070 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC X OTHER: Other	Y	Y	GLO-5472010-13	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 50,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	Y	BAP 5472012-13	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Physical Damage	$ 1,000,000 $ $ $ $ ACV
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	AUC-1473823-00	6/1/2025	6/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	(26) 71751947	11/1/2025	11/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability:
Additional insureds are included if required by written contract.
Waiver of subrogation included if required by written contract.

Workers Compensation:
Waiver of subrogation included if required under contract and allowed by law.

CERTIFICATE HOLDER

Evidence of Insurance

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

Andrew Johnson

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G. Compensation Structure & Disclosure

Compensation Transparency

HUB understands that transparency in compensation is a critical component of the City's evaluation. We are committed to full disclosure of all compensation received in connection with services provided to the City of Ennis, and we provide an annual compensation disclosure as a matter of standard practice — regardless of legal requirement.

Compensation Models

HUB is flexible in how we are compensated and will work with the City to find the arrangement that best fits its financial and accounting requirements. We are prepared to operate under any of the following models:

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2. **Hybrid Model:**

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Audit Rights

HUB agrees that the City has the right to audit all compensation received related to this contract and will provide documentation upon request verifying all compensation sources. HUB will not restrict the City's access to claims data or plan information through proprietary systems.

Contract Termination

HUB's standard contract termination language requires 30 days written notice with or without cause, consistent with the City's stated terms. There is no minimum contract period. HUB's priority is the City's satisfaction, and we are flexible on creating contract terms that are acceptable to the City.

HUB International has no conflict of interest that would affect our abilities to provide services to the City of Ennis in accordance with RFQ 26-115-10 for Employee Benefits Brokerage and Consulting Services.

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1 Mayor and City Commission Members;
2 City Manager;
Board and Commission members and appointed members by the Mayor and City Commission;
Directors of 4B development corporations;
The executive directors or managers of 4B development corporations; and
Directors of the City of Ennis who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

HUB International Texas, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4/24/2026

Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1452968

Date Filed:
04/24/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HUB International Texas, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Ennis

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 26-115-10
Employee Benefits Brokerage and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ty Petty, and my date of birth is 09/22/1984.

My address is 10000 N. Central Expwy Ste. 1200, Dallas (city), TX (state), 75231 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of April (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[LOCKTON COMPANIES] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

Lockton Companies Response

CONTACT INFORMATION

Company:
Lockton Companies

Email:
hpainter@lockton.com

Contact:
Hailey Painter

Address:
2601 Victory Avenue
Suite 1500
Dallas, TX 75219

Phone:
(214) 477-6133

Website:
N/A

Submission Date:
Apr 22, 2026 10:33 AM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

2026_City_of_Ennis_RFQ_26-115-10_Lockton_April2026.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

Lockton_E&O_2025-2026_(15350391).pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

Compensation_Structure.pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

Compensation_Structure.pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

Form_CIQ.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Form_1295_Certificate_101526113.pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed



Request for Qualifications for Employee Benefits Brokerage and Consulting Services

Reference number: 26-115-10

City of Ennis

April 24, 2026

LOCKTON®

April 24, 2026

Honorable Mayor and City Commission
City of Ennis
107 N. Sherman St.
Ennis, TX 75119

Dear Honorable Mayor and City Commission,

Thank you for allowing Lockton Companies (Lockton) to present our ideas of a partnership with the City of Ennis (the City). We appreciate the opportunity to participate in your RFQ process and provide Lockton's vision for creating a valued strategic partnership.

Lockton specializes in serving public sector organizations, including municipalities like the City of Ennis, that require in-depth analysis, long-term strategic program development, and strong local expertise. We have a deep understanding of the City's employee benefits needs, and our core consulting services not only meet but exceed your requirements.

THE LOCKTON DIFFERENCE

Lockton doesn't offer a one-size-fits-all solution. Instead, we tailor every engagement to align with your city's goals, compliance environment, and budget — delivering smarter, more accountable benefits strategies for your employees and citizens. Our private ownership allows us to reinvest 90% of revenue back into enhancing client solutions, technology, and service capabilities, resulting in broader resources, deeper expertise, and a client experience that is second to none.

A PROVEN PARTNER TO THE PUBLIC SECTOR

With over 200 public sector clients across 34 states and 17 public sector clients in Texas, Lockton understands the unique challenges municipalities face in today's economic and workforce climate. With six offices across Texas, we are deeply connected to the communities we serve, helping cities like Ennis design solutions that strengthen your employee benefits offerings. As a proven partner, Lockton can help cities like Ennis create solutions for:

- **RISING HEALTHCARE AND PHARMACY COSTS**: Cities are especially vulnerable to high-cost claims and unpredictable specialty drug spending. Lockton's embedded clinical and actuarial teams use advanced analytics and contract-level reviews to uncover inefficiencies, negotiate better terms, and deliver multimillion-dollar savings.
- **BALANCING FISCAL RESPONSIBILITY WITH COMPETITIVE BENEFITS**: Attracting and retaining top talent — especially in public safety, administration, and utilities — requires a compelling benefits offering. We leverage benchmarking from our extensive municipal portfolio to ensure your plans remain competitive while staying within budget.
- **DATA FRAGMENTATION AND LACK OF VISIBILITY**: Many cities struggle to integrate and act on data from multiple vendors, on-site clinics, and wellness programs. Lockton's proprietary

data intelligence platform, Infolock®, aggregates and analyzes all relevant data streams to guide decisions that reduce costs and improve member health outcomes.

OUR METHODOLOGY: DATA-DRIVEN. CLINICALLY INFORMED. OUTCOME-FOCUSED.

Lockton's service delivery model is centered on proactive, data-informed decision-making. Through Infolock and embedded subject matter experts, we identify opportunities to reduce waste, improve financial plan performance, and elevate the employee experience.

Our process includes:

- Predictive analytics and benchmarking to anticipate cost trends and compare plan competitiveness
- Contract-level pharmacy and medical audits to identify hidden inefficiencies and recover funds
- Real-time clinical case reviews to address high-cost claims with targeted, human-centered interventions
- Continuous monitoring to adjust programs in real time for maximum impact

These aren't just processes — they're results. For example:

- $3.37M in pharmacy savings recovered for the City of Frisco through contract renegotiation and stop loss optimization
- $5.52M projected savings for the City of Grand Prairie over three years by removing unfavorable terms, maximizing rebates, and strengthening audit rights
- $455K in year one savings and $3.4M projected over three years for the City of Denton through pharmacy contract renegotiation without plan design changes
- An 18.5% reduction in pharmacy spend for the City of North Richland Hills, achieved via a customized marketing plan and RFP with no disruption to the PBM, drug list, or plan design

A RELATIONSHIP BUILT ON SERVICE

Lockton's teams are empowered to act in your best interests, because our culture demands it. Our people are selected and trained to deliver an elevated service experience through responsiveness, transparency, and accountability. We don't just consult, we partner.

Thank you again for the opportunity to submit our proposal. We are excited about the prospect of serving the City and would welcome further discussions to align on your goals and how we can help you achieve them.

Warm regards,

Hailey Painter
Vice President
hpainter@lockton.com

Lauren Safranek, SHRM-SCP
Vice President
lauren.safranek@lockton.com

Tanya Block
Vice President, Lead Consultant
tblock@lockton.com

Lockton at a Glance

LOCKTON SERVES HUNDREDS OF PUBLIC SECTOR CLIENTS ACROSS
34 STATES

17
PUBLIC SECTOR CLIENTS IN TEXAS

94%
CLIENT RETENTION

13%
ORGANIC GLOBAL GROWTH

17
CONSECUTIVE YEARS AS BEST PLACES TO WORK

Statement of Qualifications
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All information presented in this request for proposal, as well as information disclosed during the procurement process, is to be considered strictly confidential. Information may not be released to parties inside or outside your company without Lockton's permission.

This document contains the proprietary work product of Lockton and is provided on a confidential basis. Any reproduction, disclosure, or distribution to any third party without first securing written permission from Lockton is expressly prohibited.

PROPRIETARY

Section A
Firm Experience & Public Sector Expertise

1. Municipal clients

We have successfully served public sector clients since 1992, and we currently serve 200+ public sector clients across 34 states. Our clients include municipalities, counties, school districts, states, tribal governments, hospital systems, political subdivisions, and institutions of higher education. Lockton serves 17 public sector entities in Texas.

With decades of combined experience working with public sector clients, the City's local Client Consulting Team brings the expertise to identify benefit and service opportunities and the focused solutions to meet the needs of your unique population.

We understand that no two public organizations are the same and each face their own distinctive challenges. We listen to our clients to develop a strong understanding of how to effectively address the affordability, accessibility, and sustainability of our public sector clients' employee benefits programs. We assembled a team with extensive experience in working with public entity clients that is uniquely equipped to assist with any and all challenges that are exclusive to municipal business.

2. Size/complexity comparable to Ennis

The Lockton office dedicated to serving the City of Ennis represents over 500 clients of the same size as the City including the City of Angleton, the Town of Addison, and the City of Burleson. The team is highly experienced with fully insured and self-insured employers as well as employers with salaried and hourly employees.

3. Benefits brokerage experience

Founded in 1966, Lockton Companies provides clients with employee benefits consulting, retirement planning, risk management, and insurance services.

Lockton delivers a unique hybrid service model that enables us to maintain an intense emphasis on service and client satisfaction while offering extensive technical resources, including our actuarial, clinical, data analytics, precision health, and communication services. We embrace our clients' challenges as our own and protect their interests at every turn.

Our primary objective has never been to be the biggest; rather, our focus has been and will continue to be maintaining our status as the best place for employees to work and the best place for employers to do business.

Section B
Key Personnel & Account Team

1. Dedicated team

Seasoned experts in health and welfare benefits consulting lead Lockton's work for the City. Each member of your dedicated Client Consulting Team is committed to a long-term partnership, functioning as a transparent, objective extension of your HR and Finance teams. With the depth of Lockton's resources, experienced and senior support is available to the City whenever needed.

Your Client Consulting Team will build and execute a year-round account management plan tailored to the City, equally focused on long-term strategy and day-to-day support.

The team will drive proactive account management through a structured cadence that includes biweekly status calls and quarterly meetings, and delivery and management of an annual service calendar, a compliance calendar, and monthly financial reporting. This approach keeps leadership informed, issues moving to closure, and initiatives aligned with the City's objectives.

Vice President and Lead Consultant Tanya Block leads the City's Client Consulting Team and serves as your primary point of contact for educational, administrative, and technical vendor requirements. Tanya oversees day-to-day coordination, ensures alignment with the City's priorities, and maintains overall quality across deliverables and timelines.

Tanya has over 20 years of health and welfare benefits consulting experience and will anchor the City's engagement with senior-level judgment. She specializes in designing, implementing, communicating, and servicing employer-sponsored programs and is known for leading strategic planning and end-to-end RFPs (from vendor coordination and response analysis to clear recommendation reports).

Tanya monitors monthly and large-claim/utilization trends to inform timely plan adjustments, fosters productive carrier relationships, resolves issues quickly, oversees market selection for new and renewal business, and supports administrative needs, all capabilities that align with the City's priorities for responsive service, clear communication, and data-informed decisions.

Account Executive Briana Aragon has over six years of health and welfare consulting experience and supports administration management, reporting, analysis, and RFP processes and oversees daily account activities to keep projects on track and responsive to the City's needs.

Briana's strengths include organizing deliverables against the service calendar, keeping the compliance checklist and issues log current, coordinating vendor actions, and translating data into

clear, actionable updates. This ensures that the City's program runs smoothly while employees receive timely, accurate information.

Account Executive Brooke Norris partners on strategic planning and day-to-day execution, helping ensure the overall quality of your relationship with Lockton and maintaining momentum across initiatives and milestones. Brooke has nearly 10 years of experience managing complex health and welfare programs and working at a strategic level with client groups, with a focus on minimizing disruption and maintaining dependable vendor coordination.

Brooke leads and analyzes RFPs, synthesizes vendor responses into clear recommendations, reviews monthly and large-claim/utilization trends, and oversees market selection and issues resolutions, skills directly aligned to prioritizing responsiveness, education, and clear communication.

Vice Presidents Hailey Painter and Lauren Safranek serve as executive sponsors and industry leaders, providing leadership engagement, guidance on key decisions, and added escalation support when needed.

On the next page is an illustration of our team structure. Lockton is happy to provide full Associate biographies upon request.

In addition to the Client Consulting Team, Lockton employs numerous in-house experts prepared to address the City's unique benefits consulting and brokerage service requirements. The City's Client Consulting Team will be available to direct these services upon request.

ACCOUNT MANAGEMENT STRUCTURE & SERVICE MODEL

EXECUTIVE LEADERSHIP



Hailey Painter
Vice President



Lauren Safranek
SHRM-SCP
Vice President

SERVICE LEAD



Tanya Block
Lead Consultant

SERVICE TEAM SUPPORT



Briana Aragon
Account Executive



Brooke Norris
Account Executive

SUBJECT MATTER EXPERTS



Michael Baker
JD
Compliance Consulting



Lakshmi Seshadri
MD, FACHE
Executive Medical Director



Amanda Yarmuth
Precision Health



Joe Zimmerman
FSA, MAAA
Actuarial Services



Ellen Verzino
PharmD, RPh
Pharmacy Consulting



Diana Hale
Employee Communications



Jon Acker
ASA, MAAA
Data Science

ADDITIONAL PRACTICES

Complex Claims Management | Stop Loss Consulting | Captive Management
Integrated Absence Solutions | M&A Due Diligence | Compensation Consulting | Executive Benefits
Strategic Communication Consulting | Voluntary Benefits | Wellbeing | Human Capital Solutions
Lockton On Call (Call Center) | Workforce Technology Solutions

ERISA/Compliance

Lockton's Compliance Consulting team consists of experts who provide a broad range of compliance-related support for our clients as well as our Client Consulting Teams. Our value-added resources address any questions or concerns that the City may have regarding ERISA, HIPAA, COBRA, the Internal Revenue Code, and other select federal and state statutes and regulations.

Medical

Lockton's Clinical Consulting Practice explores what drives medical costs, partnering with client teams and solution experts to deliver actionable, targeted strategies to manage those costs, improve health, and drive business performance.

Complex Claims

Our Complex Claims unit comprises more than 50 Associates and clinicians who are completely dedicated to large claim clinical review and trend management. This practice helps employees transfer the right risk off their self-insured medical plan and focuses on early notification of emerging large claims, leveraging the market, and providing claim cost-reduction strategies.

With extensive coding, nursing, and underwriting expertise, our dedicated teams perform continual claim reviews to reduce high-cost claims waste while optimizing care channel delivery and cost efficiency.

Wellness

Lockton's Precision Health Practice experts, in collaboration with our medical directors and wellness and wellbeing professionals, add value in clinical assessment, data analysis and interpretation, wellness and health improvement, wellbeing assessment, outcomes measurement, quality/ROI, risk management, and vendor capabilities assessment.

Health and Welfare Actuary

Lockton's Health and Welfare Actuarial Practice offers insight into budget development, IBNR valuations, specialty analysis, research, financial plan design modeling, trend analysis, and cost exposure evaluation. It provides transparent, data-driven guidance to help you meet your objectives.

Voluntary Benefits

Lockton's Voluntary Benefits Practice continually evaluates the market for carrier competitiveness, technology synergies, and creative new advancements in the voluntary benefits space. This team works with you and your core consulting team to manage and execute a full RFP for voluntary benefits, make recommendations regarding your voluntary benefits strategy,

fully assist with implementing the plans within your benefits administration system, and provide oversight of your vendors.

Communications Specialist

Lockton's Employee Communications team provides clear, consistent, and simplified communication on topics that employees are concerned about, such as health plan design, consumerism, pharmacy, health risk management, healthcare delivery, ancillary products, and technology.

In addition to our standard benefits communications, our Strategic Communications Practice offers optional strategic communications services and platforms. Our team of communication consultants can help develop a total rewards brand, increase employee engagement, or launch new communication methods.

Pharmacy

The Pharmacy Consulting team comprises former PBM executives, specialty pharmacy executives, and pharmacists averaging more than 20 years of industry experience. Our team helps clients implement changes aimed at both short-term and long-term savings.

Leave Management

Our Integrated Absence Solutions (IAS) team is responsible for addressing each client's unique needs and producing tailored strategic leave management solutions. The IAS team has 90+ dedicated, specialized absence management team members who work closely with our clients in designing, funding, monitoring, and auditing their STD, FMLA, State Leave, Supplemental Leave, and ADA/ADAAA program compliance.

2. Certifications (CEBS, etc.)

Life and Health Insurance Licenses are required for our primary and support roles. Many of these Associates also have advanced degrees and certifications, such as CEBS (Certified Employee Benefit Specialist), ASA (Associate of the Society of Actuaries), MAAA (Member of the American Academy of Actuaries), MD, RPh, RN, etc.

3. Availability & structure

Lockton is available to the City during all regular business hours and will respond within 24 hours of initial contact. Your team at Lockton understands that some things don't fit neatly within standard business hours, which is why your Client Consulting Team can respond via your preferred method (e.g., email, telephone, or voicemail) outside of regular business hours.

Additionally, our Lockton On Call service offering can provide a single point of contact for a variety of topics including claims issues, eligibility problems, life event management, and general benefits

questions. While we provide the services you would expect from a call center, we are also seen as an extension of your HR/benefits team. We provide open enrollment support, ongoing enrollment support, and advocacy. The City will have a dedicated 800 number and email address that will put you and your employees in touch with our trained customer service representatives.

Your Client Consulting Team functions as a true extension of your HR and Finance teams, providing day-to-day support with the same sense of stewardship, urgency, and care that the City brings to serving its employees and communities.

Day-to-Day Support and Accessibility

Your dedicated team engages with the City as frequently as needed, often daily or weekly depending on activity, ensuring real-time collaboration on enrollment issues, employee questions, vendor coordination, and plan administration. You will always know exactly who to call, and your team will respond quickly, with clear answers and next steps.

Structured, Proactive Account Management

To deliver consistency and transparency, your Client Consulting Team will:

- Build an annual service calendar outlining all major deliverables, renewal milestones, open enrollment activities, and communication moments
- Create a custom compliance checklist
- Maintain an outstanding issues log, identifying each item, the responsible party, and current status
- Hold weekly or biweekly service calls to review open items, vendor actions, employee concerns, and upcoming deadlines

Ongoing Strategy and Performance Reviews

In addition to regular touchpoints, Lockton conducts quarterly strategy meetings with the City to review:

- Financial and utilization results
- Emerging trends, especially around priority areas such as diabetes management and ER utilization
- Vendor performance and service quality
- Opportunities driven by Infolock analytics, GPS/Atlas modeling, or clinical recommendations
- Legislative or regulatory updates impacting your self-funded program

These sessions ensure that decisions are informed, data-driven, and aligned with your values. Your Client Consulting Team will show up consistently, respond quickly, communicate clearly, and support your employees as if they were our own by delivering the responsive service experience that the City expects and deserves.

Section C
Approach to Benefits Strategy & Cost Containment

1. Cost control strategies

As part of our standard annual strategy process, we conduct a comprehensive review of emerging claims trends, market benchmarks, and utilization patterns for all clients. A principal component of this work includes leveraging Lockton's Atlas emerging markets tool, which enables us to model and project the cost impact of innovative third-party administrator (TPA) and carrier network strategies across a client's specific geographic footprint.

Using a combination of Atlas modeling, benchmark data, and actuarial analysis, we evaluate multiple network and plan-design strategies to quantify impacts on both cost and member experience. Scenario modeling includes:

- High-performance network (HPN) options in markets with strong quality and steerage programs
- Member navigation and advocacy solutions to guide care in regions with complex provider landscapes
- Technology-enabled point solutions designed to optimize site-of-care and provider selection
- Tiered-network plan designs to encourage the use of efficient, high-quality providers without limiting access
- Traditional plan adjustments, including deductible and out-of-pocket maximum alternatives

Designing benefits strategies that are optimally aligned with your organization's total rewards philosophy and human capital needs is a cornerstone of our multiyear strategic planning process.

Our approach to strategic planning begins by identifying immediate opportunities for improvement and subsequently defining and implementing plan optimization strategies,

achievable over a period of three to five years, that are aligned with the City's overall business mission, vision, and strategic business objectives.

Using stakeholder feedback, we will work with the City to establish and define guiding principles and philosophies for the City's benefits programs, establish current and future goals and objectives, as well as understand and discuss the City's business outlook and priorities.

An outline of our process follows:

- Meet with the City to understand and discuss the City's business outlook and priorities
- Identify short-term and long-term goals that optimize employee and employer value and are aligned with the City's business objectives
- Identify market trends and opportunities, including best and next practices
- Conduct quarterly meetings with the City to review financial results, vendor performance, and team member satisfaction
- Assist the City in benchmarking health and welfare benefits by providing normative data and conducting targeted utilization analyses
- Identify any gaps in care and determine which clinical intervention programs are effective in improving medical outcomes

We believe that bringing multiple and diverse perspectives to the strategic planning process enhances the outcome for our clients. As such, Lockton's subject matter experts and senior consultants will actively participate in strategic planning with the City.

Simulate

Data-driven insights utilizing our proprietary analytics platform, Simulate, among many other benchmarking solutions, allow for informed strategic decision-making and cost management of your program. Powered by our claims data warehouse, Simulate allows our clients to develop data-informed strategies with limited or no available carrier claims data.

Finding meaningful, actionable data can be challenging; however, Simulate lifts that burden by developing a clinical profile of your population based solely on your census demographics and identifying existing carrier solutions to meet your members' needs. Utilizing the insights from Simulate, we offer customized options tailored to your unique population that maximize the value of your health and welfare investment.

Additional benchmarking data from Lockton's robust national database of 4,000+ clients focuses on plan design, premium cost, and employee cost share, which is regularly reviewed to ensure your program is competitively positioned in the market.

In addition to real-time pulse surveys, Lockton's national survey provides important insights into the most common and progressive employee benefits offerings, as well as their expected adoption over the next plan year. In addition, we purchase several industry surveys annually to provide a cross-representation of meaningful statistics to our clients.

We start by reviewing the City's business and key issues while asking thorough questions to understand business needs. Then we design custom reports to:

- Establish levels of comparability
- Understand normative practices
- Make better-informed decisions
- Make meaningful comparisons of the City's data to Lockton's Book of Business information

2. Data analytics capabilities

Reporting

Lockton's reporting suite allows us to continuously monitor claim and utilization patterns to identify potential cost drivers, such as plan design, large claims, and disease prevalence.

For monthly financial reporting, Lockton utilizes our proprietary tool, TRACK, which is built through Power BI and provides a variety of ways to analyze plan financials. TRACK has direct data feeds to major carriers for accurate, up-to-date metrics.

TRACK also provides clients with self-serve capabilities that allow them to access, view, and filter reports by business unit, geographic location, and plan or member types.

Lockton is happy to provide sample TRACK reports upon request.

Analytics

Leveraging our data intelligence platform and other analytic tools, Lockton is proficient at measuring, auditing, and reporting upon key performance indicators, such as:

- Overall cost trends
- Performance relative to contractual guarantees and program objectives
- Unit medical and pharmacy costs (current, historical, and compared to norm)
- Risk factor and chronic condition prevalence
- Utilization
- High-cost claimants

3. Renewal strategy

Lockton's annual renewal marketing philosophy aligns with our dedication to be a proactive, strategic, collaborative, and professional business partner for our clients.

Well in advance of the City's planned renewal, your Lockton consultant will meet with you to:

REVIEW claim and plan performance

DISCUSS renewal expectations

PROVIDE a forecast of future cost

DETERMINE the viability of marketing your program

We proactively discuss and evaluate opportunities to market the coverage(s) to establish competitive alternatives and evaluate emerging products and market disruptors, in addition to vendor partners or services that support the ongoing management of the plan.

The tasks undertaken are:

- Price comparison of individual administration fee components
- Analysis of network discounts relative to geographical locations of membership
- Evaluation of:
  - Cost-containment programs
  - Employee disruption
  - Network accessibility
  - Member experience
  - Vendor reporting
- Pricing guarantees:
  - Discounts
  - Performance
  - Multiyear administration fees
  - Allowances for transition, implementation, communications, and/or wellness
- Assessment of partnership with Lockton's Clinical Management Program

We understand how disruptive and difficult a change in carrier/vendor can be for both our clients and for their employees. Our primary objective is to facilitate long-term relationships with the insurance markets for our clients. Because we require delivery of renewals at least 150-180 days prior to the anniversary date, we can conduct this process in a reasonable time frame and avoid last-minute carrier changes.

Section D
Demonstrated Success & References

1. Measurable results

Success Story 1

Lockton achieved $3.37 million in savings over three years for the City of Frisco due to the engagement of Lockton's pharmacy consultants to conduct a thorough review of the city's pharmacy plan. The review identified multiple shortfalls in contract performance and captured immediate reimbursements. Additionally, by negotiating a new contract with tighter controls and audit rights, our team was able to save the city millions of dollars long term. The Lockton team also worked with the city's leadership team to evaluate and launch the city's Employee Wellness Center.

Success Story 2

The City of Killeen was fully insured with a national carrier and experienced recurring annual premium increases with limited insight into underlying cost drivers. Lockton partnered with the city to conduct a comprehensive evaluation of claims data, network performance, and plan design, leveraging a multidisciplinary team of consultants, actuaries, pharmacists, and physicians.

Based on this analysis, Lockton recommended a strategic transition from a fully insured model to a self-funded program, paired with a carrier change to improve transparency, enhance network discounts, and increase control over plan management. As a result, the city realized a 2.5% reduction in total plan costs over a four-year period, reversing prior cost trends and establishing a more sustainable, long-term benefits strategy.

2. Client retention

Lockton's industry-leading client retention rate is 94%, compared to the 85% industry standard.

3. References

Reference 1	
Organization Name	City of Killeen
Contact Name, Title	Kate McDaniel, Executive Director of Human Resources
Email	kmcdaniel@killeentexas.gov

Reference 2	
Organization Name	City of North Richland Hills
Contact Name, Title	Patrick Hillis, Director of Human Resources
Email	phillis@nrhtx.com

Reference 3	
Organization Name	City of Grapevine
Contact Name, Title	Melanie Hill, Human Resources Director
Email	mhill@grapevinetexas.gov

Section E
Service Model & Responsiveness

1. Communication model

Lockton employs multiple channels of communication designed to provide clear and distilled messaging that reaches and engages employees. Our Employee Communications and Client Consulting Teams are available to help the City design and determine the appropriate mix of communications based on your plans, demographics, and locations, as well as implement a plan that outlines your goals and objectives.

Additionally, Lockton will review the City's communications for technical accuracy.

Communication Materials

Our standard services feature compliance-vetted, template-based designs to maximize efficiency, and include:

Annual Enrollment/New Hire	*Ongoing*
• Enrollment guides, trifolds, posters, postcards, and flyers. • Enrollment PowerPoint presentations. • Toolkits: Wellness, CDHP, and Call Center. **Additional fee may be required.*	• Monthly electronic wellness newsletters. • Consumerism materials. • Push notifications, employee enrollment videos, total compensation statements, and text messaging.*

All communication collateral is compliant with federal legislation. Any costs associated with printing or external vendor engagement are passed through directly to the client and disclosed ahead of time.

DIGITAL PLATFORMS

Lockton also offers a variety of optional digital platforms. Our team of internal communications experts creates:

- Videos
- Microsites
- Text messaging
- Customized videos
- Dashboard/QR codes

On-Demand Communication Platform: Engage your employees through a personalized, mobile-first, multilingual communications platform designed to meet your employee where they are.

2026-2027 COMMUNICATIONS PORTFOLIO

- Benefits guides
- Posters and postcards
- Benefits summaries and recruiting flyers
- Trifolds and PowerPoints

All materials developed by our in-house communications team will be housed on a client-specific dashboard, which can be accessed by an assigned landing page and/or QR code.

Lockton is happy to provide sample communication materials upon request.

2. Issue resolution

As part of Lockton's standard service offering, our Client Consulting Teams advocate for claims issues on your behalf and provide assistance in resolving healthcare issues. We require prompt resolution for our clients and will request a change in account management personnel from your carriers should the City express dissatisfaction with the team assigned to your account by your vendors.

Our relationship with insurance carriers in the marketplace allows us to maintain open and frequent communication with their leadership. We leverage these relationships to streamline issue resolution for our clients and their employees.

3. HR support

Lockton's goal is to establish a partnership structure that promotes meaningful, ongoing interaction with the City. We believe that regular collaboration allows us to deliver proactive service, timely guidance, and consistent value throughout the year.

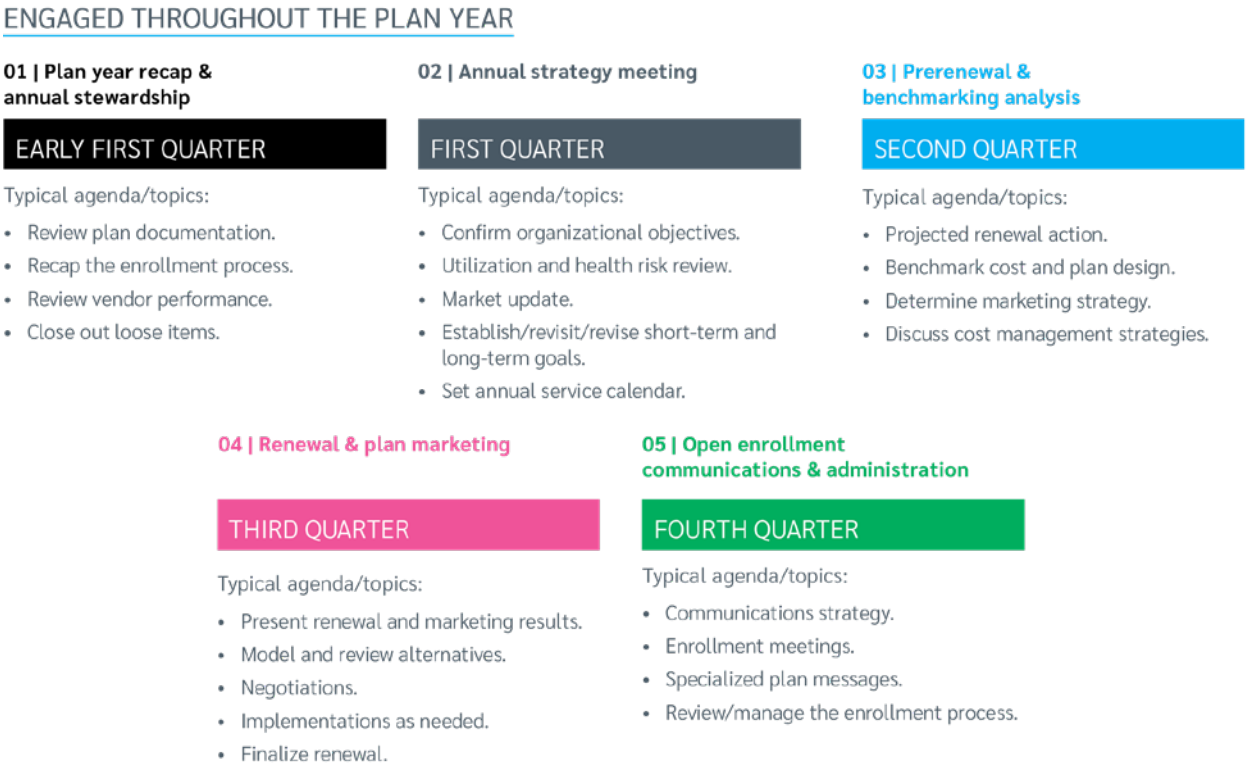
Your Client Consulting Team serves as an extension of the City's team and engages with you daily or weekly, as needed, to support the ongoing management of your program. The team assigned to the City works together continuously to ensure your interests are supported at every stage.

As part of our day-to-day management and troubleshooting support for the City, Lockton will:

- Establish an annual service calendar detailing all expected activities and deliverables
- Develop a customized compliance checklist aligned with the City's regulatory and reporting requirements
- Maintain an outstanding issues log, including ownership, status, and next steps
- Conduct weekly or biweekly service calls to review the issues log, service calendar, and compliance checklist

In addition to ongoing touchpoints, Lockton is committed to structured, formal interaction with the City. Quarterly meetings will be held to review financial results, vendor performance, and emerging trends, and to discuss any concepts or plan adjustments relevant to the City's evolving strategy.

The visual framework on the next page reflects the cadence of activities your dedicated Lockton team manages during the year.



Lockton On Call

Additionally, our Lockton On Call service offering can provide a single point of contact for a variety of topics including claims issues, eligibility problems, life event management, and general benefits questions. While we provide the services you would expect from a call center, we are also seen as an extension of your HR/benefits team. We provide open enrollment support, ongoing enrollment support, and advocacy. The City will have a dedicated 800 number and email address that will put you and your employees in touch with our trained customer service representatives. Lockton On Call is included in our core consulting services.

Section F
Compliance & Regulatory Expertise

1. ACA, HIPAA, reporting

Lockton's Compliance Consulting Practice supplies clients and the Lockton Associates who serve them with a broad range of compliance-related support for employee benefits issues arising under HIPAA, COBRA, the Internal Revenue Code, and other select federal and state statutes and regulations.

Unlimited access to the Compliance Consulting Practice is part of the core services offered to Lockton clients. Staffed by dedicated, full-time attorneys who are assisted by talented and long-tenured consultants in the field, the Compliance Consulting division is proactive in apprising Lockton's employee benefits consultants and clients about changes in employee benefits rules and regulations affecting client plans and programs.

The Compliance Consulting division provides the following support:

- Analysis and advice concerning the full range of employee benefits issues arising under ERISA, the Tax Code, COBRA, and HIPAA and the extent to which they implicate employee benefits programs, federal employment discrimination laws, and regulations issued thereunder
- Plan document review, drafting, amendment, and restatement
- Summary Plan Description/Plan Document and Summary of Benefits Coverage reviews
- Review of service agreements with plan administrators and TPAs
- Plan and procedure audits for compliance with the Internal Revenue Code, ERISA, HIPAA, etc.
- Health plan and cafeteria plan nondiscrimination testing

Lockton will inventory the City's compliance-related documents and perform a gap analysis to assess your overall compliance status, including federal and state regulations, new legislation, benefits-specific rules, and annual reporting requirements.

If needed, we will develop an action plan to resolve any gaps identified.

ACA Reporting

Lockton does not perform ACA reporting production (i.e., we do not act as the ACA reporting vendor that generates and files Forms 1094-C/1095-C). However, we do support ACA compliance in several meaningful ways: we help clients identify appropriate resources (many large employers use software tied to their enrollment platform), and Lockton's compliance team can provide an ACA filing review (including a snapshot review of Forms 1095-C and review of Form 1094-C), with

support on coding issues and related compliance questions. We also have experience assisting clients and their vendors with ACA-related IRS penalty inquiries and mitigating exposure stemming from reporting problems.

HIPAA

Lockton takes its responsibilities under HIPAA extremely seriously, both as a business associate and as a steward of the sensitive information entrusted to us by clients like the City. Our approach combines rigorous internal controls, strict vendor oversight, required Associate training, and proactive client education to ensure compliance for every party involved in your health plan.

How Lockton Ensures HIPAA Compliance With Vendors, TPAs, and Service Providers

As a business associate to your health plan, Lockton maintains formal HIPAA privacy and security policies and procedures that govern how we manage and safeguard protected health information (PHI). We employ the following measures to ensure vendors and TPAs meet applicable requirements:

1. REQUIRED BUSINESS ASSOCIATE AGREEMENTS (BAAS) & CONTRACT REVIEW: Lockton helps evaluate vendor BAAs to ensure appropriate privacy and security provisions are in place. We confirm that all vendors handling PHI meet HIPAA Title II requirements, including permitted uses/disclosures, safeguarding obligations, and breach-notification responsibilities.
2. SECURITY CONTROLS APPLIED TO ALL INTERACTIONS: Lockton enforces strict administrative, physical, and technical safeguards, including:
   - Encrypted network tunnels and secure VPN access
   - Enterprise-level firewalls and intrusion monitoring
   - Role-based access controls and NTFS file-level security
   - Application-level security and restricted server access
   - Real-time monitoring for unauthorized or failed login attempts

Only a small, authorized group of technology professionals can access sensitive systems. Associates entering systems through Citrix or VPN must use strong encryption and passwords, and authentication is tightly controlled.

3. ASSOCIATE ACCOUNTABILITY: Every Lockton Associate signs a nondisclosure agreement and must comply with Lockton's HIPAA Privacy Policy. Noncompliance results in formal sanctions. Only Associates with job-related need are granted PHI access privileges.

How Lockton Helps the City Meet Privacy & Security Requirements

Lockton's HIPAA framework is built on strict controls, proactive oversight, disciplined training, and clear, actionable guidance to ensure that your vendors, your plan, and your people remain fully protected and compliant.

Lockton provides comprehensive and ongoing support to help the City maintain compliance with HIPAA, ERISA, COBRA, and related regulatory obligations.

2. Audit support

Lockton offers a tiered approach to audit support, allowing clients to select the level of review that best aligns with their size, risk profile, and compliance objectives. These reviews are designed to mirror the issues and documentation most frequently requested by DOL and IRS investigators and to proactively identify and remediate potential compliance gaps.

Compliance Checkup

The Compliance Checkup is a snapshot-style mock audit focused on the areas regulators most commonly scrutinize. It includes a targeted review of medical, wrap, and cafeteria plan documents, as well as benefit administration and operational practices. The review evaluates plan document compliance, reporting and disclosure obligations, Affordable Care Act employer mandate requirements, wellness program compliance, HIPAA considerations, and key tax-related issues.

The Compliance Checkup requires minimal document production and is designed to be efficient while still highly effective. Findings are delivered in a written audit report that clearly identifies issues, prioritizes risk, and provides actionable recommendations and best practices. Clients also receive an easy-to-use task tracker summarizing all action items to support timely remediation.

This review is often used as a proactive readiness tool or as a periodic compliance "health check" to ensure ongoing audit preparedness.



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G6 ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 4/30/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** AIG Specialty Insurance Company / 26883
INSURED 1077893 LOCKTON, INC 444 WEST 47TH ST, STE 900 KANSAS CITY MO 64112	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 15350391 **REVISION NUMBER:** XXXXXXX

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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	INS AGENTS/BROKERS PROFESSIONAL LIABILITY	N	N	01-267-26-98	5/1/2025	5/1/2026	$10M EACH LOSS $10M AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROVIDES COVERAGE FOR ANY PARTNER, DIRECTOR, OFFICER OR EMPLOYEE OF LOCKTON, INC. AND ITS SUBSIDIARIES, INCLUDING LOCKTON COMPANIES, LLC; LOCKTON RE, LLC; LOCKTON AFFINITY, LLC.

CERTIFICATE HOLDER

15350391
FOR INSURANCE COMPANY
OR INTERMEDIARY CONTRACT USAGE ONLY

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

Joseph M Agnello

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Compensation Structure

Lockton has the flexibility to work with clients on a direct fee (retainer) or commission arrangement, or a combination per the client's preference. Our primary goal is that of transparency. In all of our compensation arrangements, we fully disclose all fees and commissions received on behalf of our client.

For clients such as the City of Ennis (the City), Lockton has found that a retainer or negotiated commission arrangement works most effectively from an overall cost perspective and for budgeting purposes. Lockton recommends avoiding an hourly fee-for-service approach or tightly scoped project methodology in order to dedicate all time and resources toward project completion.

COMPENSATION ATTRIBUTES

In developing a high-value, long-term partnership with the City, we believe it is essential that the engagement between our organizations be structured to offer the most effective combination of lowest net cost to the City, flexibility for the City, and complete transparency.

Specific attributes of Lockton's consulting arrangement that form the foundation for our partnership philosophy and deliver value to the City include:

- A comprehensive scope of services.
- No hidden fees around frequency and iteration limitations.
- Direct crediting of commissions.
- All compensation is fully disclosed, regardless of whether or not it is statutorily required to be disclosed.
- A performance guarantee placing our fees at risk.

COMPENSATION TRANSPARENCY

We are 100% transparent. In all of our compensation arrangements, we fully disclose all types, sources, and amounts of compensation received for serving the account including, but not limited to:

- Commissions and fees
- Contingency commissions
- Retainers
- Bonus payments from vendors
- Voluntary benefits commissions
- Any other compensation that is not reportable on the Form 5500 Schedule A, etc.

At the end of each year, we provide the City with a compensation disclosure that tracks compensation amounts received by Lockton that are associated with the City's insurance products.

CARRIER RELATIONSHIPS

As the world's largest privately owned independent insurance and consulting firm, Lockton works with a wide variety of carriers, administrators, and vendors in support of our clients. The following is a list of 10 common carriers that we work with, including those with whom the City has an existing vendor relationship:

- UnitedHealthcare
- Cigna
- BCBS of Texas/Health Care Service Corporation
- Aetna/Meritain
- Superior Vision
- UMR
- Anthem Blue Cross Blue Shield
- Standard Insurance Company
- Voya Financial
- MetLife, Inc.

In addition to medical insurance carriers, Lockton is appointed with all A-rated insurance carriers and many boutique and regional carriers throughout the country. If Lockton is not appointed with a vendor that seeks the business of the City, we will obtain the necessary appointments in order to represent the City.

Unlike many of our competitors, our level of independence allows our firm to be vendor agnostic. Rather than promoting particular vendors, Lockton will help the City critically evaluate all vendors and carriers in the market to find the best match for your unique needs.

Lockton does not foresee having a conflict of interest with any vendors.

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- Aetna/Meritain
- Superior Vision
- UMR
- Anthem Blue Cross Blue Shield
- Standard Insurance Company
- Voya Financial
- MetLife, Inc.

In addition to medical insurance carriers, Lockton is appointed with all A-rated insurance carriers and many boutique and regional carriers throughout the country. If Lockton is not appointed with a vendor that seeks the business of the City, we will obtain the necessary appointments in order to represent the City.

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Lockton does not foresee having a conflict of interest with any vendors.

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1 Mayor and City Commission Members;
2 City Manager;
Board and Commission members and appointed members by the Mayor and City Commission;
Directors of 4B development corporations;
The executive directors or managers of 4B development corporations; and
Directors of the City of Ennis who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Hailey Painter

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

NA

4

Hailey Painter

Signature of person doing business with the governmental entity

April 24, 2026

Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1451220

Date Filed:
04/21/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lockton-Dunning Series of Lockton Companies, LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Ennis

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-115-10
Employee Benefits Brokerage and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[MARSHMCLENNAN AGENCY] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

MarshMcLennan Agency Response

CONTACT INFORMATION

Company:
MarshMcLennan Agency

Email:
clint.jackson@marshmma.com

Contact:
Clint Jackson

Address:
Three Galleria Tower | 13155 Noel Rd.
Suite 1400
Dallas, TX 75240

Phone:
(972) 340-2348

Website:
www.marshmma.com

Submission Date:
Apr 24, 2026 10:41 AM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

City_of_Ennis_MMA_Statement_of_Qualifications.pdf
Appendix_-_Client_Success_Stories.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

General_Liability_2025.pdf
E&O_MMA_$1M.pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based

  - Hybrid
- General description of:
  - Commissions received from carriers
  - Any additional compensation (bonuses, incentives, overrides)
  - Any compensation related to pharmacy benefit arrangements
- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

MMA_Compensation_Disclosure.pdf
Compensation.pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)

  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

pdf-marsh-code-of-conduct.pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

Yes

RELEASE INFORMATION*
Please provide the agency name, contact person, brief description of the project and details regarding your release from the contract?

Contact - Clint Jackson

MMA, as a subsidiary of MARSH, has for more than 150 years been helping clients find the right way forward in areas of risk, strategy, and people. With over 90,000 colleagues working across 130 countries generating over $27B in annual revenue, our firm from time to time is subject to various claims, lawsuits, and proceedings, including those concerning alleged errors and omissions in connection with the placement of insurance and in rendering services for our clients. Due to the nature of these legal proceedings, we are not at liberty to share details but rest assured, MARSH is committed to properly managing the expectations of our shareholders within the guidelines and regulations set forth by the US Securities and Exchange Commission, and in serving its clients to the highest professional and ethical standards, as demonstrated over the years in an exceptional track record of success, growth, and brand awareness.

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

Signed_CIQ.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Signed_Form_1295.pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed

Clint Jackson
Marsh McLennan Agency
13155 Noel Rd | Suite 1400
Dallas, TX 75240
D: 972.340.2348 | M: 972.655.4003
Clint.Jackson@MarshMMA.com

April 24, 2026

The Honorable Lynda Isbell
Mayor and City Commission
of the City of Ennis, TX
107 N. Sherman St.
Ennis, TX 75119

Re: Statement of Qualifications | Ref. # 26-115-10 | Employee Benefits Brokerage and Consulting Services

Dear Mayor Isbell and members of the City Commission,

Thank you for the opportunity to respond to the City of Ennis, Texas request for qualifications (RFQ #26-115-10) for Employee Benefits Brokerage and Consulting Services. We, Marsh & McLennan Agency LLC (MMA) & McGriff Insurance Services, Inc (McGriff) have collectively, as MMA, reviewed your specifications and scope of work and prepared our collaborative response according to your guidance, mandatory requirements, and evaluation criteria.

In November 2024, Marsh McLennan (NYSE: MMC), the global leader in risk, strategy, and people, acquired McGriff, a leading provider of insurance brokerage and risk management services, to join the family of firms working collaboratively on the MMA platform. On January 14th, 2026, we celebrated the first day of our new, expanded MARSH brand to include Mercer, Marsh, Oliver Wyman, and Guy Carpenter (NYSE: MRSH). Together, the collective MARSH brand is one of the most powerful assets in the industry with over 150 years of experience. It expresses our unique approach consistently, helps attract the best talent, and sets our culture and our business model apart from any other public, private, family owned, and/or private equity held firms.

Our unique collaborative model brings over fifty (50) years of public entity experience, serving 300+ Texas clients with one of our firm's strongest dedicated practices.

Our team across fifteen offices in the southwest specialize in public-sector needs, accurate financial reporting, certified actuarial valuations, integrated data analytics with clinical based insights, HR-Finance-Technology consulting services for governing boards, as well as ensuring compliance and ethical standards with dedicated in-house resources. We're also active in many industry associations including SALGBA, PRIMA, TASBO, TASA and PSHRA and hold many industry certifications including CEBS, REBC, CSFS and CGBA.

Our aim is straightforward: Deliver better care at a lower, more predictable cost—stewarding taxpayer dollars while improving the employee experience. Before recommending any changes, we'll conduct a **comprehensive cultural and organizational assessment** to understand how employees engage with their benefits, what barriers exist, and how to position a **3–5-year roadmap** that balances fiscal responsibility with employee satisfaction, which ensures that every step we take is intentional, sustainable, actionable, and aligned with your goals.

As the City of Ennis is a thriving Texas Community that grows and supports a productive, motivated and well educated citizenry, you need an employee benefits partner who can provide a program that stays on top of emerging trends (Direct Primary Care), offers cost-containment alternatives (Direct Contracting), provides first-to-market technology, communication, and engagement strategies (iNGAGED), and equips your members with the analytic and clinical tools (PATH-Workers' Health 360) to keep your human capital and engagement strategy competitive and compelling.

The proposed relationship between the City and MMA will be a transparent partnership designed to achieve mutually determined employee benefits goals. We are confident that all team members possess the requisite technical knowledge and experience to manage your program effectively. With our collaboration, the City of Ennis employees will benefit from our One Agency Model with unmatched service and resources, best-in-market and innovative thought leadership, guaranteed fulfilment of your strategic goals and objectives, and most importantly, a sense of respect, integrity, inclusion and accountability to, and from, all.

Sincerely,



Clint Jackson
Advisor | Public Sector



Scott Gibbs
Executive Vice President | Public Entity Practice Leader

MarshMcLennan Agency | McGriff
A Marsh & McLennan Agency LLC Company



Statement of Qualifications for

City of Ennis

Employee Benefits Brokerage and Consulting Services

Reference Number: 26-115-10

April 24, 2026

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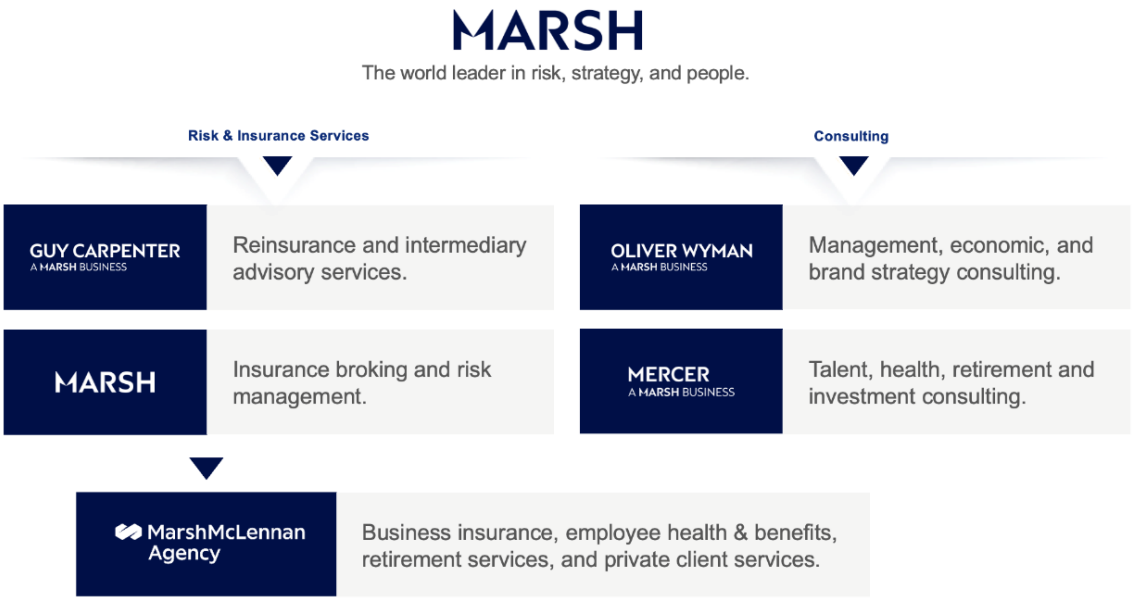
A. Firm & Public Sector Expertise

Marsh McLennan Agency

Backed by the strength of a global leader

Marsh McLennan Agency (MMA), a business of Marsh (NYSE: MRSH), is a leading provider of employee health & benefits, business insurance, retirement & wealth, and private client insurance solutions across the US and Canada. Marsh is a global leader in risk, reinsurance and capital, people and investments, and management consulting, advising clients in 130 countries. MMA has over 15,000 colleagues and by itself is the 5th largest agency in North America with over 300 office locations.

MMA was founded in 2009 and is built from best-in-class companies in your community. Each local MMA office retains their unique community value, service, and team, while accessing the vast resources and client tools that Marsh offers. Additionally, each local team collaborates with other regions to share best practices and innovative products. The cooperation and sharing of their diverse expertise among the teams are a unique and extraordinary advantage that our clients have in working with MMA. As a part of Marsh, MMA has access to an extensive global network of professional services expertise through its sister organizations, Marsh, Mercer, Guy Carpenter, and Oliver Wyman.



MMA & McGriff at a Glance

- Employee health and benefits, business insurance, retirement and wealth, private client, small business, and personal lines
- Comprehensive Employee Benefit Solutions with national practices in compliance, actuarial & underwriting, health & wellness, benefits administration technology, communications, pharmacy, flexible benefits TPA services, HR, and data insights & analytics
- Property & casualty, executive risk, management and professional liability, transactional liability, cyber, workers' compensation, bonding & surety, and captives
- Risk control consulting, claims management, claims advocacy, and data analytics
- Expertise across prominent industries, including aviation & aerospace, construction, energy, senior living, marine, public entity/education, transportation, real estate & hospitality, executive risk, private equity, and more
- Proprietary solutions and partnerships (Captives, Cyber Resiliency Network, Workers' Health 360, Rx Solutions)
- 300 Offices and 15,000 teammates across North America
- $5 Billion in Annual Revenue
- Award-winning corporate culture
- Access to Marsh's global network of risk, strategy, and people specialists

McGriff MMA Clients Comparable in size to City of Ennis

- City of Mesquite – 1100 employees
- Town of Flower Mound − 350 employees
- Town of Little Elm – 300 employees
- City of Celina – 300 employees
- City of Abilene – 900 employees
- Bexar County – 5500 employees

Public Entity Practice

Practical strategies to manage costs, support compliance and enhance workforce well-being.

From lean HR teams to employee turnover, public organizations face ongoing challenges.

We understand that managing every detail of your employee benefits may feel overwhelming. That's why MMA partners with you to develop a strategy and framework for your employee health and benefits (EH&B) offerings—designed to reflect your priorities and values.

What you can expect

Customized support for your workforce: Whether it's board members, administrators, or support staff, we work to secure fair pricing by thoroughly reviewing all fees. By focusing on what matters most to your organization, we create a benefits plan that fits your staff size, location, and structure.

A dedicated team by your side: We're available to guide you through challenges and opportunities, offering health-centered solutions along with HR consulting and onboarding support. We also address staffing shortages and retention to help you attract and retain the right talent.

Flexible options to manage costs: Rising health insurance premiums can be challenging. We provide alternatives such as fully insured, partially self-funded, self-funded, and HRA wrap strategies to help ease financial pressures. Plus, we assist with planning for future shifts to keep your benefits program aligned with changing needs.

Well-being programs that engage your employees: When your staff feels healthy and energized, they tend to work more effectively. We offer communication and onboarding resources that promote physical, emotional, and financial wellness, benefiting both your organization and the community.

B. Key Personnel & Account Team

We assemble a team that will work in partnership with your HR department to not only manage this task, but to create a positive experience for all stakeholders. Using the team-based approach, we are able to take advantage of our wide variety of backgrounds, experience, education, and training. This model delivers a merging of specialists with industry expertise to work with you and guarantee quality control and continuity of service from year to year.

The below team will be supported by additional MMA and Marsh Risk resources as needed.



Scott Gibbs, CGBA

Executive Vice President and Practice Leader - Public Entity

Scott Gibbs is McGriff MMA's Public Entity Benefits Growth Leader for the Southwest Region. Scott will provide senior consulting and financial analysis support to the City. Scott has been with McGriff for over 23 years and over 26 years in the industry. Scott serves on the McGriff MMA Growth Leadership Team and holds a Life and Health Insurance Counselor's License. In addition, he holds the certification of Certified Government Benefits Administrator through State and Local Government Benefits Association (SALGBA), SALGBA is one of the largest professional organizations providing government entities with educational and collaborative support. He also serves on the SALGBA Board and is a frequent speaker at regional and national conferences. Scott currently works with over 30 different public entity clients throughout the Southwest and provides creative solutions for all aspects of their health and welfare benefit plans.



Clint Jackson

Vice President | Public Entity Consultant

Clint Jackson is McGriff MMA's Public Entity Consultant Advisor and co-team lead on the MNPS account, with 25+ years advising federal, state, and local public-sector clients. He has held senior roles at Mid Atlantic Medical Services and UnitedHealthcare (helping create the Platinum/Gold/Silver/Bronze metallic plan series), worked as an independent consultant launching shared-service and captive models, and led Lockton Dunning Benefits' public-sector launch in TX, OK, NM, and LA. He now helps McGriff clients improve the affordability, accessibility, and accountability of their benefits and risk services.



Jessica Chang
Account Manager

Jessica will provide additional client service support (day-to-day) to the Town. Jessica partners closely with clients to support their insurance programs, coordinate day-to-day service needs, and help ensure a smooth, consistent experience. With a focus on responsiveness and clear communication, Jessica works to resolve issues quickly, maintain accurate documentation, and support open enrollment and renewal activities. Jessica collaborates with internal teams and carriers to deliver timely solutions and helps clients feel informed and confident in their coverage.



Jordan Nixon
Financial Analyst

Jordan is the assigned financial data and reporting analyst for the Town. Jordan has been with McGriff for 6 years and provides all standard reporting and data analytics to the Town. Jordan is highly engaged in his clients' data needs working to customize data reports and analytics for the benefit of the client. Jordan is responsible for all monthly, quarterly and annual reporting including budget projections, financial forecasts, IBNR calculations and annual benefit benchmarking. Jordan serves a as member of McGriff's National Financial Analytics and Reporting Team.

Our assigned staff are from our Public Entity Employee Benefits Practice. McGriff has been servicing public entity accounts for over 30 years, and our Public Entity practice is one of the strongest industry verticals within McGriff. McGriff's client list includes over 150 Texas public entity clients across our risk and benefits platform; over 500 nationally. Through our tenure, experience and seasoned account teams, we are equipped to navigate the different intricacies that separate public entity clients from the private sector. Our public entity clients look to McGriff for solutions to current challenges and new ideas and innovations just over the horizon that require thoughtful assessment, research and review to determine acceptability and alignment with a client's culture, total rewards package and plan objectives. We also understand the importance of providing accurate and timely financial reporting that helps municipal governments meet budgeting requirements; aid in the design and implementation of RFPs for vendor services through procurement departments, while adhering to fair practice, compliance and ethics requirements; and assisting HR and financial staff in presenting findings and recommendations to City Council.

Availability and Structure

MMA's mission is to make a difference in the moments that matter for our colleagues, clients, and communities. Our values consist of integrity, collaboration, passion, innovation, and accountability.

A Strong Partnership

With our mission, vision and values in mind, MMA builds a strong partnership with our clients—one that demands transparency and responsiveness where no question or concern is considered insignificant. To ensure full accessibility, the contact information of your MMA service team will be made available to the HR department and any members of the City's team you deem appropriate. Our account managers respond to requests within one business day.

In addition to your core service team, the City will have access to a number of strategic and financial resources. See org chart below.

We have a deep bench at MMA



C. Approach to Benefits Strategy & Cost Containment

Cost Control Strategies

Each year we provide a marketing and financial analysis that outlines the work products and savings we have demonstrated for clients. This report also shows marketing results which include medical, actuarial, stop loss, Rx, and ancillary savings.

MMA provides various innovative solutions to meet the unique needs and financial objectives of our clients. Our goal is always to save you and your employees money, without reducing benefits and maintaining compliance within your program. Some significant cost-saving solutions that we have implemented with our clients include:

- Initial contract and benefit program Audit (reduce exposure and gaps in coverage)
- Alternate program funding options (self-funding, level funding)
- Introduced integrated GAP plan to complement a major medical plan
- Leveraged lower cost plan design options such as an HRA and/or HAS
- Developed custom employee communication programs to empower employees to be better health care consumers
- Developed and implemented a long-term wellness and disease management program
- Dependent Audits
- Launch all-in-one Payroll, HRIS and Benefits Administrative system
- HR Workplaces Services hotline, comply center and employee online training programming
- MMA Stop Loss Center of Excellence

Data Analytics Capabilities

When it comes to evaluating health-related risks and reviewing opportunities to reduce claims experience and premiums, we use our clinical engine MMA PATH (Planning & Analytics for Total Health). By analyzing your health data, our clinical consultants can help develop targeted, actionable insights and innovative health management strategies to improve your overall health care program. Data-driven decision-making is critical in today's marketplace; however, it must be the right data. Our greatest differentiator in our use of data analysis is that our experts understand precisely what kind of data is required and how to evaluate it properly to achieve the results you seek.

How it works

Real-Time Data Insights to Fuel Prescriptive Strategies: Employers have access to more data connected to their benefits program. Often this data is received from multiple vendors, reviewed on retrospective basis, and rarely tells a story of what is really happening. MMA and our PATH consulting team are changing the dynamic. PATH combines state-of-the-art data analytic capabilities with local clinical expertise and the horsepower to drive actionable health outcomes.

Safely & Securely Integrating All Data: PATH utilizes our data warehouse partner Artemis, who leads the industry in data collection and integration. With the ability to gather data from multiple sources, PATH is uniquely positioned to offer insights and actionable strategies by integrating all health data. Additionally, the platform uses the most advanced encryption available and is HIPAA and SOC2 compliant, which means your information is always safe and secure.

Delivering Insights in the Moment: Like your mobile phone has applications, the PATH platform has real-time point and click technology apps to support in-the-moment strategic conversations. With an emphasis on exploring, visualizing, and sharing data in a storyboard format, the PATH platform automatically identifies wasted dollars, uncover hidden savings, highlights possible solutions, and measures the impact of existing and potential programs.

Benchmarking capabilities

Our actuarial and underwriting team maintains a proprietary benefits benchmarking database with all of our MMA data. In addition, as a member of the Marsh family of companies, we utilize Mercer's annual benefits survey, which contains detailed plan information on 3,000 national employers. Combining these two rich data sources into one comprehensive database allows our clients to accurately examine their benefits programs compared with peers regionally and nationally.

Our benchmarking databases give us the power to run benchmarking reports based on industry or geography in a matter of minutes using simple pull-down menus. We have the ability to compare your demographic risk profile, plan designs, rates, and contributions against the custom benchmark the user selects. The output can be shown in executive summary format, or as detailed tables and graphs, depending on your needs. Benchmarking will show where your plans are strong or weak, so you can make informed decisions when considering plan changes.

Actuarial and Underwriting Services

Services/Resources provided to City of Ennis through our in-house underwriting/actuarial department include:

- Monthly, quarterly, and/or annual utilization reports (based off carrier availability)
- Actuarial medical and pharmacy claim and utilization report
- Pharmacy carve-out evaluation
- Medical large claim reporting
- Employer/employee contribution analysis reporting
- Captive premium analysis
- Reserve analysis
- Cost projections
- Benchmarking/trend report—annual analysis against benchmark norms
- Repricing analysis
- Renewal analysis and calculations
- Direct negotiations with City of Ennis’s carrier underwriters.
- Trend forecasting.
- Claims analysis for all non-medical lines where claims data is made available by carrier.
- Employer/employee cost contribution modeling and analysis

MMA WORKERS' HEALTH 360

Completing the circle of organizational health, worker well-being and risk management with data integration.

MMA Workers' Health 360 is a comprehensive solution designed to help you leverage your data to identify patterns and trends across your organization and implement strategies that have an impact on your employees and your bottom line.

MMA Workers' Health 360 is a new and innovative approach for self-funded employers to deliver a data driven and clinically based systematic and organizational linkage of all these stakeholders to form an integrated whole, with a single mission for our clients – protecting and promoting the integrated health, safety, and wellbeing of their employees. Self-funded employers can now collaborate with MMA's clinical consulting, health promotion, and data analytics teams to finally have the ability to understand their broader risk profile and areas that are actionable to develop strategies that will address the broadest areas of cost, quality, utilization, and safety concerns. Additionally, now that all of these data elements reside on one platform, the ability to effectively measure vendor performance, trend, and follow a path of continuous strategy improvement becomes very achievable.

Voluntary Benefits

Voluntary benefits are as much about providing additional financial protection to employees as they are about providing employers with a cost effective way to enhance their benefits portfolios. MMA's Voluntary Benefits Practice merges the best attributes of consulting and brokerage skills to help employers evaluate and make optimal selections in the voluntary benefit space. We assist our clients to make informed and strategic decisions on product choice, vendor selection, enrollment methods, communication solutions, and program costs.

We believe that employer decisions on voluntary plans should not and cannot be effectively made using a plan comparison spreadsheet alone. Before we make any recommendations, MMA takes the time to understand our client's goals, employee demographic, existing health and welfare programs, and internal benefits administration capabilities. We base our recommendations on what the employer and selected vendors can effectively manage—with the goal being to create a sustainable plan which provides valuable benefits for employees.

Rx Solutions

Prescription drug costs represent over 20% of the total health care cost and almost 30% of the total claims. Pharmacy is the biggest portion of your healthcare dollar today.



The MMA RX Solutions Center of Excellence is a team of pharmacy industry professionals focused on improving the strength of each client's pharmacy contract by using data to help the client manage their pharmacy spend beyond the contract terms. Using both an actuarial and clinical mindset, including a Pharm. D, we define success by delivering innovative and measurable solutions to manage pharmacy risk that generate savings for our clients while facilitating a positive member experience.

8-Point Analysis with Advanced Analytics



With MMA Rx Solutions, savings and engagement rise through advanced analytics and pharmacy intelligence. The process begins with an analysis of the pharmacy contract. The MMA team structures terms in favor of our client, with ongoing management and annual review to ensure continual beneficial contract performance.

Advanced Rx interventions are applied to manage utilization and optimize how drugs are distributed and member conditions are managed, improving overall member engagement and costs. Our holistic approach ensures that a fair contract and consistent implementation are achieved for our clients and their employees.

Renewal Strategy

MMA uses a step-by-step process to align benefits strategy with organizational goals, manage renewals, and deliver ongoing support.

Strategic Planning

Meet with City of Ennis leadership to clarify financial goals, employee needs, and Total Rewards positioning. Review legal structure, control/ownership, and current benefits administration (enrollment, billing, reconciliation, online systems). Benchmark plans against local and national peers; discuss carrier & market trends and forecasts. Provide project management/stewardship reporting for carrier/vendor disputes and outcomes. Advice on cost-management strategies (wellness, consumerism, HDHP + HRA/HSA, value-based designs) to shift decision power toward employees.

Program Design Analysis

Ongoing evaluation of plan designs to reflect changing objectives. Analyze social trends, employee demographics, and generational impact. Review administrative processes and compliance to identify efficiency gains. Provide objective consulting on product competitiveness, network options (PPOs, TPAs), and cost implications for employer and employee. Recommend options for IRC Section 125, COBRA administration, online enrollment vendors, and legislative compliance. Identify gaps in benefits or care.

Renewal Review

Begin 5–6 months before renewal date to maximize negotiating leverage. Analyze renewal proposals, current experience, retention costs, and market competitiveness to pursue rate relief. Produce cost projections using health-care trends and inflation to drive renewals proactively. Analyze plan costs year-over-year by participant and coverage line; provide ongoing budgetary projections with benefits and finance teams to identify key cost drivers.

Marketing & Negotiation

Prepare detailed specifications for current and alternative plan designs. Issue RFPs to qualified markets/vendors and review proposals for financial strength, service, and pricing. Simplify comparisons with side-by-side evaluations; use market influence to negotiate performance/financial guarantees.

D. Demonstrated Success & References

Measurable Results – Example 1

A public entity contracted with MMA in 2002 and has remained a client for over 20 years. Today, we support the client's Human Resources department providing broad and comprehensive benefit consulting services covering almost 5,000 employee lives and retirees. The client is a complex entity – multiple benefit plans, a separate strategy for Medicare retirees, collectively bargained benefits, and an Employee Clinic since 2010. Since the beginning of our relationship, MMA has conducted numerous RFPs across all benefit lines including three for the medical and pharmacy program. During the most recent RFP, our claim analysis determined a proposing vendor's offer would significantly reduce the client's baseline spend.

The offer incorporated a stronger provider network, better contractual agreements, and transparency of provider quality metrics. Through analysis of plan expenditures, contribution modeling, and employee surveys, MMA also determined that employees wanted a low-option high-deductible PPO plan (with lower contributions) to offer alongside the two current EPO and high option PPO plans. MMA determined through financial analysis that a third option (Low PPO plan) the client could shift the EPO and High option PPO employee contribution rates to ensure rate sufficiency on all three plans. By implementing these options, the client's plan cost remained flat for two consecutive plan years.

Today, we work with various departments including Human Resources, Budget, Operations, and Purchasing. MMA advises and consults with the client across their entire employee benefit plan. In 2020, the client renewed MMA's consulting contract for another five years.

Measurable Results – Example 2

In 2011, a public entity hired MMA to provide broad employee benefit consulting services for their self-funded Health and Welfare programs and its 2,500 employees. The client was running exceptionally large year over year deficits because of underfunded financial projections and related cost overruns. MMA immediately deployed our underwriting and actuarial groups to review historical financials calculations and plan design and utilization.

On several occasions since 2011, MMA has conducted numerous and comprehensive Request for Proposals (RFP) that saved the City money. In 2015, we oversaw procurement of their Employee Clinic RFP and rebid the services again in 2020 and 2023. Our data and financial analytics team in conjunction with Marathon Health (clinic) believe this strategy has provided early detection of health risks and likely many potential large claims. Further, for the past four policy years, reduction in large claim activity approached 50% and for the 2024 plan year, we succeeded in achieving an 11% reduction in their individual stop-loss premium.

Pharmacy care services (PBM) were carved out to a separate vendor a few years ago and now we continue to research and implement new innovative programs such as international sourcing for high-cost brand medications and a stand-alone injectable therapy vendor to not only procure the medication but provide a higher quality of care and personalized level of service to the member. We work with numerous departments within the City including Human Resources, Finance and Purchasing.

Measurable Results – Example 3

Since 2013, MMA has worked with this large public hospital system assisting in the management of its employee benefit plans for almost 8,000 employees. Initially, our scope of work primarily consistent of general benefit consulting services – actuarial services and reporting and providing cost projections and innovations for risk mitigation and cost management. We reviewed every aspect of their program including all vendors and related contracts. We issued a Request for Proposal (RFP) for stop-loss seeking greater savings and flexibility. During those early years, we performed many projects including comprehensive benchmarking versus specific peers in the region competing for similar talent. As a result, MMA helped transform employee contributions from a two-tier strategy based on hourly wage/salary to a six-tier strategy that was more equitable for those lower wage earners.

More recently, the client engaged MMA on many other projects including promoting greater utilization at the client's facilities. Changes in plan incentives, steerage and lower cost for Maternity, Emergency Room, and Urgent Care were foundational to the change along with a retooling of employee communications. We have reviewed their Pharmacy Benefits Management (PBM) contract to achieve best in class contractual terms and utilization management programs. More recently, the client engaged our Communication practice to lead a new Enrollment and Communications strategy.

Today, we work with various departments within the client's departments including Human Resources, Finance, Operations, and Purchasing. MMA advises and consults with the client on every aspect of their Health and Welfare Program. Together with the client, our work produced millions in savings to both the client and local taxpayers, delivering a high quality, optimal benefit program and improving the employee experience.

Client Retention

MMA/McGriff is a leading provider of employee health benefits consulting services with extensive experience serving public sector employers of all sizes, including cities, counties, K-12 public schools, transit, and port authorities. The firm serves over 300 public entity clients in Texas across our risk and benefit platform and thousands nationally. Our client retention rate is 97%.

References.

Town of Little Elm	Town of Flower Mound	City of Mesquite
Dee Dee Hale Director of Human Resources 100 W. Eldorado Parkway Little Elm, TX 214-975-0410 ldhale@littleelm.org	**Lynda Bolitho** Director of Human Resources 601 E. Hickory St. Denton, TX 76205 972-874-6015 lynda.bolitho@flower-mound.com	**Libby Craven** Director of Human Resources 757 N. Galloway Ave. Mesquite, TX 75149 972-216-6487 ecraven@cityofmesquite.com

E. Service Model & Responsiveness

Communication Model

While many brokers merely respond to the requests of their clients, we are proactive in every area of our client relationships. We develop a comprehensive annual service plan and timeline with specific goals and objectives to be implemented throughout the year. The service plan will ensure that all areas of broker and employee benefit services are being delivered on time and that objectives are being met. We consider ourselves an extension of your human resources team and are available to respond within one business day to your questions or concerns.

Meeting frequency

Meeting frequency is dictated by our clients' goals, objectives and needs. Typically, we meet with clients' key decision makers at least quarterly. We have a planning meeting at the beginning of the plan year outlining a proposed service schedule for the entire year for each client. At this time, we develop a calendar for a variety of meetings. This can include Year End Review, Monthly Financial Reporting Meetings, Quarterly Meetings, Utilization Report Meetings, Mid-Year Strategy Meeting, Pre-Renewal Meeting, Renewal Meeting, Open Enrollment, Meetings, etc.

Issue Resolution

Your MMA team will track issues and disputes through project management trackers and provide updates to clients on weekly or biweekly basis.

HR Support

Your MMA service team is an extension of your human resources team, providing assistance with benefits administration and related HR functions in the following areas:

- General day-to-day assistance and support.
- First point of contact for the City's human resources team for items such as:
  - Benefit and Coverage Questions
  - Troubleshooting carrier/vendor issues
  - Notifying carriers of plan or administrative changes

  - Resolving billing and enrollment issues – procedures, discrepancies, and terminations
  - Benefits administration technology
    - MMA's team has expertise in managing the implementation and maintenance of online benefits administration and enrollment platforms

- Our MMA service team and MMA IT Advisory team will participate in the ongoing calls for implementation
- Coordination of carrier, TPA, and provider services
- Monitor carriers and vendors to ensure smooth administration
- Implementation of carrier administration meetings
- Establishment of a communication plan throughout the year and provide open enrollment communication materials
- Making our extended services available for Health and Productivity and Compliance

HR Workplace Services

- Telephonic and email service where Client can contact a Human Resources expert regarding Hiring/Firing/Discipline/FMLA and other related employment issues as well as ACA, HIPAA, ERISA, and other federal and state laws. Compliance Packages are available for items such as PCORI, 125 Plan Document, Wrap Document, PCORI filing, Non-discrimination Testing, HIPAA Policy, and Training.HR Self-Service Portal
- An online self-service resource that includes content alerts, regulatory and legislative updates, learning management system, HR laws, state statutes and sample employment policies including job descriptions and performance reviews.

Webinars and Insights

MMA regularly invests in research, uncovering the latest trends in benefits. We pass on that information to our clients by providing numerous insights and webinars throughout the year. This information is readily available on our website. Click on the links above to access.

Employee Communications

Your MMA team helps to manage the entire open enrollment process and will attend meetings in person at each specified location. We support employee enrollment using a wide variety of online enrollment technology solutions. We have experience with your chosen benefits administration system. Our service team and our tech advisor will help ensure systems are set up correctly for enrollment and help troubleshoot carrier connections throughout the year.

Benefits communication options

The greatest benefits program in the world is only as good as the employees' ability to recognize the value of what they are offered and make full use of it. A comprehensive communication strategy is a critical component within the scope of services we will provide the City. We will assist with facilitating a myriad of communication pieces and platforms, including but not limited to:

- Benefit Information Guides, including all required employer-issued annual notices. Available in flipbook format, which can be accessed by employees from almost any computer or phone.
- iNGAGED, our mobile phone app for easy access to benefits anytime and anywhere.
- Brainshark, an online software tool used to deliver recorded presentations
- Open enrollment, new hire notices, announcements, and presentations (web-based and in-person).
- Recruiting materials and new hire kit.
- Health and productivity articles and newsletters.
- Assistance in vetting vendors such as Jellyvision, a custom animated enrollment video with embedded decision-making assistance technology.

iNGAGED

iNGAGED is an employer-branded, cross-platform (iOS, Android, desktop) mobile app that centralizes benefits information and links employees to vendor apps (enrollment, payroll, telehealth, L&D). Easy to set up and highly customizable, it supports push notifications, secure SSO, hosted guides/videos/docs and carrier contacts, plus analytics to measure employee engagement.

F. Compliance & Regulatory Expertise

ACA, HIPAA, reporting

MMA devotes considerable resources toward and is committed to keeping its clients abreast of compliance obligations and developments under the Affordable Care Act (ACA). These resources include your client service team and MMA's national Health and Welfare Compliance Services supported by additional regional/local compliance resources where available. MMA's Health and Welfare Compliance Services reviews and interprets existing and proposed legislative and regulatory rules and guidance as well as other legal developments affecting health & welfare benefit plans. We make this information available through monthly articles, compliance webinars, and other educational presentations. Our compliance team is also available as needed to address how these compliance issues specifically affect you and can provide you with recommendations and best practices to address them.

We engage our clients in three ways:

- **Communicate** through easy-to-understand materials providing concise explanations, insight and updates, and next steps for employers.
  - Legislative and compliance alerts
  - Articles on current events, relevant topics, and best practices •
  - Action steps clients should consider
- **Educate** through webinars and seminars providing a deep dive into a variety of employee health & benefits compliance topics with the opportunity to ask questions
  - Webinars
  - Seminars
  - Guides
- **Support** through timely and practical answers to compliance issues facing clients and their service teams
  - Personalized guidance
  - Access to legal expertise (like ERISA attorneys) when needed
  - Personal attention to client questions
  - Standardized evaluation tools

Compliance Checklist

Annually, we prepare a Compliance Checklist and Compliance Calendar to assist our clients with an assessment of their federal compliance requirements relating to employer-sponsored health and welfare benefit plans. We will assist you with this checklist and review compliance requirements throughout the year to ensure nothing falls through the cracks.

MMA assists clients in the preparation and review of their required forms and documents including SPDs, Form 5500s, and Summary Annual Reports.

Audit support

MMA's arranges for industry standard medical, pharmacy and other types of audits to assess claim processing and service quality. Our team supports our clients in their desire to conduct internal audits of current vendors and responding to other type of internal audits and financial assessments from external firms.

We negotiate audit budgets for clients to conduct medical claims audits, In fact, we encourage the District to begin its claim audit of the current Medical TPA using an external audit firm. Cost for the audit included in the current administrative financials. We can assist with the hiring of an independent third-party firm to conduct the audit.

Other types of external audits may be necessary. Dependent Eligibility audits should be conducted at least every five years, and most audit firms guarantee a 1:1 return on investment (ROI) of claim savings vs the cost of an audit.

Lastly, we provide our Actuarial Attested annual claim liability assessment (Incurred but Not Reported – IBNR) for a client annual financial audit conducted by their external auditors.

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MarshMcLennan Agency

A business of Marsh McLennan

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Client Success Story – RX Solutions

The Challenge

In the first quarter of 2023, MMA's Health and Benefits team performed an overall program evaluation for a new client as part of the onboarding process. The initial findings revealed the employer's total pharmacy spend was higher than average due to their demographics and retiree coverage. The client shared they were in year one of a four-year pharmacy benefit manager (PBM) contract negotiated by their prior consultant.

The Solution

With the goal of using the findings as factual insights with the incumbent PBM, the MMA Rx Solutions pharmacy team was engaged to further the exploratory review, evaluate their options, and establish a glide path by which the client could leverage MMA's national contract with the same PBM.

The evaluation revealed the opportunity to make significant changes to the contract language of the PBM agreement and bring savings by:

- Improving the price paid per drug
- Increasing rebate cost sharing
- Implementing the current standard utilization management (UM) protocols
- Removing any penalties associated with conducting standard market checks

The Result

After the review and subsequent negotiations, the PBM allowed the client to be carved-into a more preferential contract that removed a one-million-dollar penalty clause, substantially improved discounts, enhanced rebates, lowered trends, and engaged more appropriate utilization management protocols without jeopardizing the member experience.

Client Profile



Government Municipality

3450
Employees

$15.6M
Total RX Spend

$2.1M Total Amount Saved Per Year (x3)

MMA Rx Solutions delivers innovative and measurable solutions that improve an employer's pharmacy arrangement and brings clinical effectiveness to the formulary.

Reducing Laser Claims Costs Through Clinical Expertise

Success Stories - High-Cost Claimants

$3.1 M	$1 M	$495k	$110k
Two lasers removed for **Gene Therapy and Premature Birth**	Lasered removed and premium reduction by 10% for dependent with **Congenital Defects**	Annual savings for 2 members with **Hemophilia** thru HAN partnership	Reduction in laser by $110k on a member with **Cancer** and est. $10K annual reduction in reinsurance premium
Challenges			
4-year-old with SMA. Carrier lasered member due to potential for gene therapy and preemie on ventilator.	Dependent on ventilator with Tracheoesophageal Fistula and Atrial Septal Defect.	2 members on Hemophiliac treatment, each paying $65k per month through a specialty pharmacy.	Member with cancer diagnosis and had stem cell transplant. Reinsurer estimating 10+ chemo treatments at $55K each = $550k.
Clinician Solutions			
Provided clinical guidelines for medication use in children under 2 (Case 1). Shared clinical information on preemie's status of maintenance care (Case 2).	Reviewed claims, confirmed minimal ongoing costs, and provided future surgical cost estimates.	Leveraged relationship with Hemophilia Alliance and their 340b pricing to identify lower-cost option, reducing plan expenses without barriers to members or providers.	Physician and RN reviewed claims and determined the scheduled annual treatments the reinsurer est. would occur, were not aligned with standard treatment guidelines.

Clinical Expertise Driving Cost Savings & Better Care

Success Stories | ER Visits | Preventative Care | Transitioned Plan of Care

-55%

ER Visits decreased by 55% and increase utilization of telemedicine.

+25%

Preventative Care up 25%, ER visits down 5% and Cancer Screenings 5-8% above benchmark

$400k

Transitioned place of care with $400k in savings

Challenges

62+ members had ER visits for minor conditions, with rising ER use and low telemedicine utilization despite benefits.

Members had low preventive exam and cancer screening rates, with high avoidable ER visits, indicating no established PCP.

Member's $472K annual claims for hospital-administered injections threatened to increase the client's stop-loss premium.

Clinician Solutions

Developed dashboards to identify hotspots, pinpointing a transportation hub as a key issue. Hub leadership engaged employees, improved telemedicine use.

Recommended elimination of biometric screenings, replaced with incentives for preventive exams and paid time off for employees and spouses.

Identified a cost-effective alternative—transitioning the member's infusions to home health care—leading to significant savings and enhanced member comfort.

Client success story- Vendor Engagement

The Challenge

The client's extensive wellness program, which features biometric screenings, health assessments, online modules, and challenges, boasts an impressive engagement rate of approximately 70%. However, the engagement for condition-specific programs was notably low, averaging under 5%. To address this issue, they contacted Marsh McLennan Agency for a comprehensive review and redesign of their program into a more specialized initiative. The aim is to enhance engagement, identify top-tier vendors, and foster sustained participation in the programs for a long-term strategy.

The Solution

The PATH team, in collaboration with the MMA account team, analyzed data insights through our integrated data platform, third-party reporting, and engagement with the client benefits team to gather information on vendor experiences. They provided insights on cost savings, streamlined vendor support for specific conditions, and established a vendor task force.

The Result

Removed duplicate vendors, resulting in annual savings of $298,774 from advocacy services, $15,827 from eliminating behavioral health coaching, and $7,000 from transitioning biometric screenings to direct billing. Launched an ongoing organizational initiative with 9 vendors to support the Better Health for 2025 campaign. Created a Well-being dashboard to track key performance areas for population health initiatives.



Savings from Duplication of Vendors $322K



MarshMcLennan Agency

Managing Health Risk | Converging Health

The Challenge

In the 2024, MMA's Health and Benefits team engaged Converging Health to conduct a Whole Person Risk ScoreTM (WPRS) assessment on a public transportation client in the State of Texas. The goal was to effectively manage the prevailing health risks by understanding how disease works, assess the clinical risk from an absolute (Current Challenges), qualitative (Accessibility) and flare (Engagement) analytic perspective. The client was interested in scoring each of their members to determine the current number of members in each of the four quadrants (Low Risk/Low Cost, Low Risk/High Cost, High Risk/Low Cost, & High Risk/High Cost, the average medical and pharmacy spend by member per month within those same quadrants, how that risk would change over the next 12-24 months, as well as new ways to engage the members to influence the migration.

The Solution

With the use of Converging Health's data analytic platform Visionhawk^{TM} they were able to capture all of the medical and pharmacy claims to drive the WPRS assessment, stratify the clinical risks associated with the target population to identify high risk members before they migrate to high cost (RLQ). The outreach was conducted by an embedded Physician Health Assistant (MyPHA) that was assigned to the client with the goal to build awareness, improve health literacy, address healthcare disparity, and encourage members to build a relationship with a primary care physician. The MyPHA program would offer accountability and on-going engagement while both the risk of members and the migration to the high-cost quadrant reduced.

The Result "The Best way to manage high-cost claimants is to not have high-cost claims".

After the review and subsequent negotiations, the PBM allowed the client to be carved-into a more preferential contract that removed a one-million-dollar penalty clause, substantially improved discounts, enhanced rebates, lowered trends, and engaged more appropriate utilization management protocols without jeopardizing the member experience.

Client Profile



Public Transportation

7057

Members

$70,370,214

Total Med + RX Spend

$4,127,760

Reduced Costs

$252,000

Cost of Program

16.3 ROI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2025

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
Marsh USA LLC
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT NAME: Marsh USA LLC - Certificate Specialists
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER B : AIU Insurance Co.	19399
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Marsh & McLennan Agency LLC
360 Hamilton Avenue
White Plains, NY 10601

COVERAGES **CERTIFICATE NUMBER:** NYC-012425150-01 **REVISION NUMBER:** 2

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 X GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL 017168890	09/30/2025	09/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 3,000,000 $ 25,000 $ 3,000,000 $ 6,000,000 $ 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			AL 017168889	09/30/2025	09/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			13011761	09/30/2025	09/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 017168892 (AOS) WC 017168893 (NY) WC 017168894 (WI)	09/30/2025 09/30/2025 09/30/2025	09/30/2026 09/30/2026 09/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Marsh & McLennan Agency, LLC
360 Hamilton Avenue Suite 930
White Plains, NY 10601

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

Marsh USA LLC

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EPSILON (US) INSURANCE COMPANY

463 Mountain View Drive, Suite 301, Colchester, VT 05446

CERTIFICATE OF INSURANCE

****

NAMED INSURED: Marsh & McLennan Companies, Inc.

ADDITIONAL INSURED: Marsh & McLennan Agency LLC
1166 Avenue of the Americas
New York, NY 10036

INSURER: Epsilon (US) Insurance Company

POLICY NUMBER: 9302526

POLICY PERIOD: September 30, 2025 – September 30, 2026

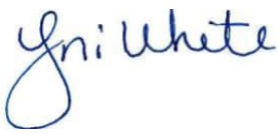
LIMIT OF LIABILITY: $1,000,000 per claim

TYPE OF INSURANCE: Professional Liability

****

CERTIFICATE HOLDER: Marsh & McLennan Companies, Inc.
and any of its Subsidiaries
1166 Avenue of the Americas
New York, NY 10036

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.



Epsilon (US) Insurance Company
Authorized Representative

Date: September 30, 2025

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036

G6 Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: https://mma.marshmma.com/non-us-affiliates. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

Wholesalers and Managing General Agents (MGAs) offer products and solutions that Marsh & McLennan Agency LLC (MMA) as a retail agent and broker cannot access or offer directly to its clients. Some MMA affiliates act as managing general agents, in which capacity they work solely on behalf of insurers to bind coverage, service policies and, in some cases, settle claims. Our affiliated wholesale brokers are also able to access excess and surplus lines insurers that do not work with retail agents and brokers.

MMA receives compensation through one or a combination of the following methods:

- Retail Commissions – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- Client Fees – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- Contingent Commissions – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- Supplemental Commissions – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- Wholesale Broking Commissions – Sometimes MMA acts as a wholesale insurance broker for some transactions (which may include MMA’s retail broking operations). In these placements, MMA is engaged by a retail broker that has the direct relationship with the insured. MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail broker does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- In addition, some MMA affiliates act as managing general agents, in which capacity they work solely on behalf of insurers to bind coverage, service policies and, in some cases, settle claims. Our affiliated wholesale brokers are also able to access excess and surplus lines insurers that do not work with retail agents and brokers. Like other MGA’s and wholesalers, our affiliates may also be compensated by commissions received from insurers. These commissions are separate and apart from any commissions received by MMA. When MMA places business through affiliated wholesalers, the insurer pays a commission that may be divided between our affiliated wholesaler and MMA. Compensation earned by wholesalers may be shared with MMA as described in the Contingent and Supplemental Commissions sections above.

G.6. Medallion Program and Sponsorships – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- Other Compensation & Sponsorships – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you with additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/us/compensation-guide.html.

Unless otherwise provided for in our agreement with you, MMA's aggregate liability arising out of or relating to any services on your account shall not exceed the lesser of three (3) times the preceding twelve (12) months Compensation/Service Fees, or one million ($1,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

MarshMcLennan Agency

Your future is limitless.℠

Compensation

MMA, as a wholly owned subsidiary of MARSH, which is a publicly traded firm (NYSE: MRSH), is held to a higher level of transparency and disclosure than other privately held, family owned, and/or private equity leveraged firms.

As such, we have attached our compensation disclosure statement for your review and consideration. Although completely negotiable, our commitment to the City will be bound by a simple guarantee that commissions from all lines of coverage listed in your scope of work will not-to-exceed (NTE) $72,500. Revenue in excess of the NTE will be credited back to the account and may be used to offset the cost of enhanced services not referenced in either your project scope of work and/or the list of objectives. All services shall be provided in a manner that promotes fiscal responsibility, regulatory compliance, transparency, and alignment with the City's workforce needs to include:

- Program Management and Strategic Planning
- Plan Review, Analysis, and Financial Reporting
- Marketing, Carrier Negotiations and Renewals
- Compliance and Regulatory Support
- Employee Communication and Education
- Pharmacy Benefit Consulting
- Vendor Management and Ongoing Services
- Service Team and Account Management

Marsh & McLennan Agency LLC

MARSH

The greater good

Our code of conduct



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Message from the CEO

Dear colleagues,

The Greater Good, our code of conduct, spells out our values as an organization and obligations as individuals. It's Marsh's one code of personal and professional behavior for everyone, everywhere we do business.

Our workplace and the work we do in the world is built on trust. As individuals and as an enterprise, we earn trust by doing the right thing for our clients, colleagues and communities. That's what we mean by the greater good.

I encourage you to read and regularly refer to *The Greater Good*. Being familiar with the principles it illustrates will help all of us to continue to serve our clients, colleagues and communities with integrity.



John Q. Doyle
President and CEO

Three pillars of *The Greater Good:*

1. Win with integrity
We compete vigorously and fairly. Work that might harm the reputation of the firm is simply not worth it.

2. You are never alone
The only mistake you can make is the mistake that you make alone. When in doubt, reach out. To your manager. To Compliance. To HR. To a colleague. We are all in this together.

3. Speak up
If something doesn't feel right, speak up. You have a right—and an obligation—to raise your concerns.



Our values and commitments

The Greater Good is foundational to how we conduct business at Marsh.

Our commitments

We are

Committed partners

We work with curiosity, care and integrity to understand clients' unique needs and enable their ultimate success.

We apply

Unique expertise

We bring a distinct combination of capabilities – from data-driven insights to deep industry knowledge and experience – clarifying the view of present and future risks and opportunities.

We deliver

Actionable solutions

We provide practical solutions to organizations' most pressing challenges, delivering results that help businesses and communities thrive.

At the core of each of these commitments is our Code of Conduct, *The Greater Good.* We expect every colleague to act with integrity, to raise your hand when you are unsure of what to do and to speak up when you witness conduct that may not align with the values of *The Greater Good.*

We build trust by doing the right thing

We act with integrity.

Each one of us must take individual responsibility for acting with integrity at all times, even when this means making difficult choices. This is the bedrock principle of acting for *The Greater Good*.

Make sure you

- Follow all laws and regulations that apply to your work.
- Take all required training to understand your responsibilities.
- Understand and adhere to the letter and spirit of this Code and Company policy.
- Act honestly in all your business dealings.
- Speak up if you have a concern about any work-related behavior that may be a violation of the law, this Code or Company policy. Raise concerns with your managers at any level, or with Legal and Compliance or Human Resources, or through the Ethics & Compliance Line.
- Cooperate in internal and external audits and investigations by fully and truthfully providing information and by preserving all materials that might be relevant.

As you make a business decision, ask yourself

Is it legal, ethical and socially responsible?

Is it consistent with the spirit of the Code and Company policy?

Is it based on a thorough understanding of the risks involved?

Will it maintain trust with clients, shareholders, regulators and colleagues?

Would it maintain our good reputation if the behavior were to become known internally or publicly?

If the answer to any of these questions is no, stop and speak up.

Speaking up

You and your colleagues are certain to encounter difficult choices, and everyone makes mistakes from time to time. At Marsh, we are dedicated to choosing our actions with care and fixing mistakes promptly. You are never alone. Do not hesitate to raise concerns or seek guidance. Your fast action helps all of us retain and build trust. The Company will act promptly to investigate allegations of violations of this Code or the law.

As an alternative to raising concerns with or seeking guidance from a manager, Legal and Compliance or Human Resources, you may use the Ethics & Compliance Line. The Ethics & Compliance Line gives you the option of raising a concern or seeking guidance online or with a phone call. If you wish, you may remain anonymous (except in a small number of countries where the law does not allow an anonymous call).

Please go to EthicsComplianceLine.com for detailed instructions.

No retaliation

We will not tolerate retaliation against any colleague who raises a good-faith concern about a potential violation of the law, this Code or Company policy. Examples of retaliation may include termination, a reduction in pay, a negative change in job responsibilities, intimidation or any other material change in a colleague's conditions of employment. Reporting a concern does not relieve a colleague of accountability for misconduct.

Accountability

This Code applies to all directors, officers, employees, contingent workers and temporary employees ("colleagues") of the Company and its subsidiaries worldwide. We also hold our agents, subcontractors and suppliers to high standards of integrity by requiring them to comply with relevant aspects of our compliance policies. No colleague may use a third party to do something prohibited by this Code. Colleagues who violate the law, this Code or Company policy are subject to disciplinary action in accordance with local laws and internal procedure.

Marsh will waive application of the policies in this Code only if the Company decides that it is justified by the circumstances. A waiver will be granted only under limited circumstances.

Only the Audit Committee of the Marsh Board of Directors may approve a waiver of this Code for the Company's directors and senior executive officers. Waivers must be properly disclosed as required under applicable laws or regulations.

If laws conflict

Because we operate in many countries, laws will sometimes conflict with each other or with this Code or Company policy. If you encounter such a conflict, consult with Legal before deciding how to act.

Watch out for

We will inevitably face difficult situations in our work. Under the heading "Watch Out For," most of the sections of this Code list temptations, pressures or "red flags." These things to "Watch Out For" should alert you to the potential problems inherent in the choices you are facing and signal the need to speak up or seek guidance. For example, WATCH OUT FOR:

- ⚠ Temptations to compromise integrity for revenue.
- ⚠ Pressures to get things done before knowing the risks involved or what the law, this Code or Company policy require.
- ⚠ Excuses for sacrificing integrity, such as, "Our competitors do it."
- ⚠ Assumptions that someone else will address a problem or that management already knows about it.

When you come across a red flag, speak up. Talk to a manager, Legal and Compliance or Human Resources, or submit a report through the Ethics & Compliance Line.

Related policies and guidance

Colleagues can visit The Greater Good website to find Compliance policies and materials listed under the "Policy Hub" heading.

Leaders have additional responsibilites.

If you manage others, you must lead by example. Hold yourself to the highest standards of conduct and make those standards clear to those who report to you. Create an atmosphere that inspires open and honest communication. Take an active role in understanding the risks inherent in your colleagues' work and give effective guidance when needed.

Make sure you

- Communicate the letter and spirit of this Code to those who report to you and to your other colleagues. Make sure that your teams understand Company policies and procedures.
- Take an active role in assuring the quality of the work product of your teams and the fairness and honesty of their communications with clients, colleagues and other business partners.
- Use adherence to this Code and Company policy as a factor when you evaluate and recommend compensation for your teams.
- Communicate to your teams that your door is always open for them to report a mistake, raise a concern or discuss a difficult business choice. At the same time, make it clear that they are free to report concerns through other channels as well.
- Respond quickly and effectively to concerns colleagues raise.
- Take prompt remedial action when mistakes or misconduct are discovered or brought to your attention.
- Notify Legal and Compliance when you encounter a potential violation of the law, this Code or Company policy.
- Make appropriate disclosure to clients and other business partners when mistakes occur or when conflicts of interest arise, after consulting with a manager or with Legal and Compliance.

Q&A

Q: My manager recently notified me that something I was doing was in violation of the Code. I had no idea I was doing something wrong. Can I be held accountable even though I was unaware of the rule?

A: Yes, you can be held accountable. You are expected to read, understand and follow the principles in the Code and all Company policies. Whenever you encounter something in the Code or a policy that seems unclear or difficult to carry out, you must seek guidance from a manager or Legal and Compliance or Human Resources. Our reputation for integrity is our most valuable asset. To protect that asset, it is essential that you follow the principles set out in the Code and the policies.

Q: I have a problem: I believe a colleague is doing something in violation of the Code, but I'm reluctant to say anything about it to my manager because my colleague and my manager are friends. I'm also worried I will be branded an "informer" by my colleagues. What should I do?

A: You have a duty and obligation to speak up when you are aware of a violation of the Code. This may be one of the times when it would be appropriate to raise the concern with someone other than your manager. You can make a confidential call (or send a confidential email) to our Ethics & Compliance Line. Go to EthicsComplianceLine.com for instructions. You may keep your call or message anonymous if you wish (except in a small number of countries where anonymity is not permitted by law). Remember: The Company will not tolerate retaliation in any form against a colleague who speaks up in good faith.

Q: I'm a manager. If I observe misconduct in an area not within my responsibility, should I raise a concern?

A: Yes. All Company colleagues must speak up if they have a concern about any work-related behavior that may be a violation of the law, the Code or Company policy. All colleagues, including managers, may raise concerns with their managers at any level with Legal and Compliance or Human Resources or through the Ethics & Compliance Line.

Q: My manager says that we should always bring our concerns directly to her and has suggested she will "make problems" for anyone who reports "over her head." Is that OK?

A: No. She is in violation of Company policy if she is trying to prevent you from using other reporting channels. While it is often best to raise an issue with your manager first, you may sometimes be unable to do so, or believe doing so is inappropriate. You are free to communicate the concern to another manager, Legal and Compliance or Human Resources, or by using our Ethics & Compliance Line. If your manager disciplines you, assigns you unpleasant work or otherwise treats you differently because you chose to report through another channel, then she may be in violation of our anti-retaliation policy and you should report that behavior.



We build trust with colleagues

We treat others with respect.

Marsh is committed to maintaining an inclusive, equal-opportunity culture that empowers all colleagues and business partners. We believe that every colleague's unique contribution is fundamental to the overall success of the Company.

Make sure you

- Treat others respectfully and professionally, always.
- Promote inclusion in hiring and other employment decisions.
- Report comments, jokes, behavior or communications that may be offensive.
- Do not discriminate against or harass a colleague on the basis of gender or gender identity, race, color, religion, national origin, age, disability, military service, marital status, sexual orientation, genetic predisposition or any other characteristic protected by law or Company policy.
- Do not sexually harass a colleague. Sexual harassment includes sexual advances, inappropriate references to sex or gender, inappropriate touching of a sexual nature, conduct of a sexual nature or other offensive conduct or language.
- Do not verbally abuse, threaten, taunt, intimidate or bully a colleague.

Watch out for

⚠ Comments, jokes or materials, including emails, that others might find offensive.

Related policies and guidance

Inclusion at Marsh

We provide a safe and healthy workplace.

Marsh is committed to providing a safe and healthy workplace for colleagues and visitors to our facilities. Each of us is responsible for acting in a way that protects ourselves and others.

Make sure you

- Observe the safety, security and health rules and practices that apply to your role.
- Do not touch anyone in a violent or unwelcome manner in the workplace or while conducting Company business.
- Never sell, possess or use illegal drugs in the workplace or while conducting Company business.
- Do not come to work or conduct Company business while intoxicated or under the influence of illegal drugs.
- Immediately address and report risks to safety and security and any workplace accident or injury to a member of management, Human Resources or Global Security.

Watch out for

- ⚠ Unsafe practices or work conditions, such as using handheld devices while driving.
- ⚠ Lax enforcement of security standards, such as facility entry procedures and password protocols.

Related policies and guidance

- Workplace Violence Prevention Policy
- Global Security at Marsh

We respect privacy and protect personal and confidential information.

Colleagues place their trust in each other. We safeguard our colleagues' personal and confidential information. This includes information we collect and process for Human Resources, recruiting, compensation, training, managing individual performance, administering benefits and providing occupational health and safety.

Make sure you

- Understand and adhere to the law and Company policy on the use, protection and retention of information about colleagues.
- Learn about the types of information given heightened protection by the law and Company policy (such as personal information, including personal identification numbers, bank account numbers and health data) and protect them through appropriate means (such as encryption or other types of access restrictions).
- Consult Legal and Compliance or Human Resources if a law enforcement or regulatory authority or any other person outside the Company requests colleague information.
- Immediately report any loss or inadvertent disclosure of colleague information to your local IT Help Desk, or to Legal and Compliance.

Watch out for

- ⚠ Unintentional exposure of confidential colleague information in public settings, such as during phone calls or while working on your laptop.

Related policies and guidance

- Handling Information Appropriately Policy

Q&A

Q: While on a business trip, a colleague repeatedly asked me out for drinks and commented several times on my appearance in a way that disturbed me. Is this an issue, since we weren't in the office when it happened?

A: This type of conduct is not tolerated in any work-related situation, including business trips. You should report the problem to Human Resources or a manager. Also, if you feel comfortable doing so, you could tell your colleague you find his or her actions inappropriate and unwelcome.

Q: One of my coworkers sends emails containing sex jokes and comments that make fun of certain nationalities. They make me uncomfortable, but no one else has spoken up about them. What should I do?

A: You should speak up immediately to a manager or to Human Resources, as sending such jokes may violate Company standards on harassment and discrimination and our policies about the use of Company systems. By doing nothing, you could be condoning discrimination or tolerating beliefs that can seriously erode the team environment we have all worked hard to create.

Q: I think a colleague who works near me has been coming to work drunk. What should I do?

A: This may be a performance or a safety issue, and could impact the reputation of the organization. The best thing that you can do for everyone, including your coworker, is to report your concern to your manager or to Human Resources.

Q: I saw two colleagues in another area having an argument, and one threatened the other with violence. A friend of mine from that area says that's just how they deal with each other on that team. I'm uncomfortable speaking up, but the emotions seemed pretty real to me. Should I report the threat or not?

A: Report the threat immediately to your manager or to Human Resources. When safety is at issue, err on the side of caution.

Q: My best friend happens to work in the Company's payroll department and has access to colleagues' personal information. I'm planning a party and would like to send invitations to the homes of several coworkers. Can I ask her to get me their addresses?

A: No. This is a violation of privacy and could result in disciplinary action for both you and your friend. You should look up the addresses on the internet or ask the coworkers directly.



We build trust with clients

We treat clients fairly.

We work to understand and meet our clients' business needs, while always remaining true to our own ethical standards. We tell the truth about our services, capabilities and compensation. We do not make promises we cannot keep. In short, we treat our clients as we would want to be treated.

Make sure you

- Treat each client fairly and honestly.
- Document the terms of client relationships and engagements according to your business procedures.
- Develop and deliver products and services according to your business procedures, including appropriate reviews to ensure high quality.
- Promptly raise any concern about a potential error, omission, missed deadline or defect in quality with a manager or Legal.
- Report actual or potential legal claims, lawsuits and errors and comissions to Legal by using your "Report to Counsel" form.
- Promptly raise any potential conflict of interest between clients, or between a client and the Company, with a manager or with Legal and Compliance.
- Comply with all licensing and other legal requirements that apply to your work.
- Never follow a client's request to do something unethical or unlawful. If you are uncertain of the right course, consult a manager or Legal and Compliance.

Watch out for

- ⚠ Any request by an employee of a client for an arrangement that personally benefits the employee rather than the client itself.
- ⚠ Any client's request for an arrangement that is not clearly legal or that could harm the Company's reputation.
- ⚠ Pressures from colleagues or managers to cut corners on quality or delivery standards.
- ⚠ Temptations to tell clients what you think they want to hear rather than the truth. If a situation is unclear, present a fair and accurate picture to the client as a basis for decision.
- ⚠ Any request by a client or third party to share our revenues if doing so would violate local licensing or other laws or regulations.
- ⚠ Comments or behavior from clients that may be considered offensive or disrespectful to others.

Related policies and guidance

- Resolving Conflicts of Interest Policy
- Giving and Receiving: Gifts, Entertainment and Contributions Policy

We protect client information.

Clients place their trust in us. In the course of developing a client's business or providing services to our clients, we are routinely provided with confidential, personal, proprietary, non-public or trade-secret information. When this occurs, we securely maintain and safeguard this information so that it is not improperly used or disclosed.

Make sure you

- Understand and adhere to the law, Company policy and client agreements on the use, protection and retention of information from or about clients.
- Learn about the types of information given heightened protection by the law and Company policy, such as personal information (including Social Security numbers, bank account numbers and health data), and protect them through appropriate means such as encryption or other types of access restrictions.
- Use and disclose client information only for legitimate business purposes in accordance with the client contract and the Company's Handling Information Appropriately policy
- Immediately consult Legal and Compliance if a law enforcement or regulatory authority or any other person outside the Company requests client information or documents.
- Only share client information within the Company if you have made sure it is permissible and will be appropriately protected.
- Follow our Handling Information Appropriately policy to protect client information, Company information and equipment (laptops, phones, tablets, etc.).
- Protect your passwords and secure portable devices while traveling.
- Immediately report all incidents involving the suspected or actual loss, theft, unauthorized disclosure or inappropriate use of client information to your local IT help desk or to Legal and Compliance.

Watch out for

- ⚠ Requests by clients for information about other clients.
- ⚠ Unintentional exposure of client information in public settings, such as on phone calls or while working on your laptop.

Related policies and guidance

- Handling Information Appropriately Policy

We comply with the special requirements of government clients.

The Company is committed to meeting the many special legal, regulatory and contractual requirements that apply to government-related work around the world. These requirements may apply to bidding, invoicing, employment practices, contract performance, gifts and entertainment and other matters. The Company may also be obligated to impose these requirements on any agents or subcontractors we bring in to help with the work. Legal and Compliance can help you understand these rules and establish processes to ensure they are followed.

Make sure you

- Determine in every case whether the client you are working with is owned or controlled by a government.
- Follow all laws, regulations, contractual provisions and other rules applicable to the business relationship between the Company and each government client you work with.
- Understand the rules about gifts, entertainment, travel and lodging of each government client you work with, as they may differ from other clients'.
- Clearly communicate any special requirements of government clients to all colleagues, agents, subcontractors and other business partners involved in the work.
- Understand and adhere to Company policies and guidance in this area, including Giving and Receiving: Gifts, Entertainment and Contributions and Working with Third Party Providers, Governments and Vendors.

Watch out for

- ⚠ Businesses such as transportation providers, energy companies, financial institutions, telecommunications providers and others which may be owned or controlled by a government, in whole or in part, and subject to special rules.
- ⚠ Laws, regulations or rules governing the Company's relationship with a government client, which sometimes are not readily accessible. Whenever possible, ask the government client to inform you of requirements of this kind.
- ⚠ The temptation to provide otherwise reasonable entertainment to a government client—such as a business meal—before learning that client's rules on entertainment. Some government clients have rules that prohibit or limit all entertainment.

Related policies and guidance

- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Working with Third Party Providers, Governments and Vendors Policy

We compete ethically.

Marsh is committed to competing vigorously and fairly for business by providing superior products and services—not by engaging in improper or anti-competitive practices. We comply with all laws related to competition, antitrust and obtaining competitive information in the countries in which we do business.

Make sure you

Do not engage in anti-competitive behavior, particularly including:

- Collusion—when companies secretly communicate or agree on how they will compete. This may include agreements or exchanges of information on pricing, terms, wages or allocations of clients or market segments.
- Bid-rigging—when competitors manipulate bidding to undermine fair competition. This may include comparing bids, agreeing not to bid or knowingly submitting noncompetitive bids.
- Tying—when a company with significant market power forces customers to buy products or services they do not want in order to receive those that they do want.
- "No Poach" Agreements—when competitors agree not to pursue each other's employees.

Also refrain from:

- Discussing or agreeing with competitors on inappropriate matters, including fee and commission levels, strategic plans and how we win business.
- Obtaining competitively sensitive information from a competitor.
- Coordinating employee compensation with a competitor.
- Sharing the Company's competitively sensitive information with a competitor.
- Sharing competitively sensitive information of clients or third parties with their competitors.
- Inappropriately coordinating or discouraging bidding among insurance and reinsurance markets for a client's business.
- Facilitating collusion among companies competing for a client's business.

Watch out for

- ⚠ Formal or informal agreements with competitors about whether and how we compete for clients (e.g., an understanding not to pursue each other's clients).
- ⚠ Collecting data from inappropriate sources (such as competitors, new hires or candidates for employment). This can be, or appear to be, an improper exchange of competitively sensitive information.
- ⚠ Participation in a trade, industry or professional group that becomes a forum for reaching unlawful agreements or improperly exchanging competitively sensitive information.

Related policies and guidance

- Competing Ethically Policy
- Resolving Conflicts of Interest Policy

We do not bribe.

Improper influence may take many forms. Cash, gifts, meals, travel, entertainment, loans, charitable contributions, political contributions or offers of employment may all be used inappropriately in attempts to influence business decisions or government action. Regardless of the form, we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government employees. We do not offer or provide bribes directly or through a third party. We do not bribe even where it might be a generally accepted practice, when competitors do so or for any other reason.

Make sure you

- Do not give or offer anything of value to a client, prospective client or government employee unless it is legal, reasonable and free of any intent or understanding that it will influence a business decision or government action.
- Follow our rigorous due diligence processes when engaging agents who represent us or third parties who introduce clients to us, and oversee their activity for the duration of any agreement.
- Raise a concern if you know or suspect that a colleague, third party or other agent of the Company may be attempting to improperly influence a decision of a client, potential client or government employee.
- Never record, or allow a colleague to record, a transaction in a way that disguises its true nature, such as booking the cost of entertaining a client as a “consulting fee” or a “training expense.” Carefully review the accuracy of the expense reports you approve.

Watch out for

- ⚠ Requests for payments to a country or a party unrelated to a transaction, or for payments in cash.
- ⚠ Third parties or agents who are deemed valuable for their personal ties rather than for their services, or who request compensation out of proportion to the value of their services.
- ⚠ Requests to engage third parties or agents without a written contract, or without completing the documentation required by the Company’s due diligence process.
- ⚠ Requests from colleagues not to record agreements or payments.
- ⚠ Client requirements to engage specific third parties.
- ⚠ Client requests for favors, such as job interviews or internships for family members.
- ⚠ Entertainment or meals that could be seen as lavish or inappropriate.
- ⚠ The appearance of impropriety, especially when dealing with government employees.

Related policies and guidance

- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Working with Third Party Providers, Governments and Vendors Policy

We put clients' interests first.

We are often called upon to help clients choose between business partners. Some of our most important services involve helping our clients select (re)insurance markets and investment service providers for pension and benefit plan assets. Within the bounds of applicable law, regulation and Company policy, we always put our clients' interests first when helping them choose business partners of any kind.

Make sure you

- Help clients choose business partners based on the quality of their products and services and the competitiveness of their prices and other terms and conditions.
- Help clients choose business partners who are well qualified and financially responsible and avoid business partners who have engaged in unlawful or unethical conduct, or who could damage client reputations.
- Disclose to your manager any actual or potential conflict of interest, or any personal relationship with a prospective business partner if you are involved in choosing the business partner.
- Avoid any gift, entertainment or favor from a business partner or potential business partner which might create the appearance of personal benefit to you from the choice of business partner.

Watch out for

⚠ Any relationship between the Company and a business partner, or between a colleague and a business partner, that could be perceived as a conflict of interest. If any such relationship exists, discuss it with a manager or Legal and Compliance.

Related policies and guidance

Resolving Conflicts of Interest Policy

Q&A

Q: One of my clients is asking me to go way outside the scope of our engagement agreement. They're a very important client, and I want to keep them happy. What should I do?

A: Significant changes in the scope of work should be documented and approved by the client. Of course, if the requests are for something illegal or inappropriate, you must not help, even if it "keeps them happy."

Q: I'm on a tight deadline preparing a report for a client. The report includes some information we collected. I've reviewed most of it, and it seems fine. Can I just assume the rest of it is OK so I have a chance of meeting the deadline?

A: Your reputation and ours are tied to everything we deliver to clients. When you inform them that the information you're providing is accurate, you must be certain that it is. Failing to do so could lead to harm for both you and the Company.

Q: I've discovered that I made an error in billing my time to a client. It's a minor error, given the scope of the project, and it will make us look bad if I point it out. Can I just adjust future billings accordingly?

A: You should notify the Finance Department and the client and agree how to correct the error. This is the right thing to do, complies with Company policies and may in fact build trust because of our honesty.

Q: I walked past a coworker's desk this morning. She was in a meeting in the conference room, but highly confidential information about one of her clients was open on her desk. This isn't the first time she's done that. What should I do?

A: You should talk to her or your manager about it. Safeguarding confidential information is everybody's responsibility.

Q: My client has asked me for information about one of her competitors, who happens to be another client of the Company. What should I tell her?

A: You must politely but firmly say we cannot discuss anything about one client with another client. Beware of the temptation to discuss things you believe are widely known. Put yourself in the shoes of the Company's other client and ask yourself whether it would build trust with that client if he or she became aware you had been discussing the client's business with a competitor.

Q&A

Q: I'm in a meeting with government clients, which is running longer than planned, and they've missed their flight back home. There are no more flights for a number of hours. Can I buy them dinner since we're still working in the Company's offices?

A: When dealing with government clients, you must become familiar with all special rules relating to our service for those clients. This includes any special rules the client may have, or the law may require, about providing meals or other gifts, entertainment or hospitality. If you find yourself in a situation like the one in the question and you don't know what the rules are, ask the client directly whether providing the meal is permissible. In any event, use good judgment, and if you choose to provide a modest meal, report it promptly afterward to Compliance in accordance with our Giving and Receiving: Gifts, Entertainment and Contributions Policy.

Q: An acquaintance at a competitor just phoned me to ask that I meet him for drinks to discuss "opportunities to support each other." Is it OK for me to go if I go just to listen?

A: Before agreeing to meet, you should talk to Legal and Compliance, who can give you guidance on the subject areas that would be prohibited under competition laws. While competitors generally cooperate in ways that are legal, you need to be aware of the possibility the competitor will direct the conversation into areas that are not permissible.

Q: I used to work for a competitor. My team members have asked me to brief them on my former company's proposal strategies. Is this OK?

A: If the proposal strategies are not a matter of public record, you may be improperly divulging the competitor's confidential proprietary information. In order to understand the boundaries between what you can and cannot talk about, contact Legal and Compliance to discuss the matter.

Q: We are considering the use of a prominent businessman as a consultant to help us open a new market for our services in a particular country. The agent is asking for a budget of a few thousand Euros to ensure that all the proper officials think highly of us. He says this is the way business is done in his country. Should I agree?

A: No. It is clear the agent intends to make improper payments that violate the Code and our Giving and Receiving: Gifts, Entertainment and Contributions Policy—and, probably, the law. You cannot allow this to occur, and you cannot turn a blind eye simply because the improper acts would be done by an agent rather than by you or a Company colleague.

Q&A

Q: I sent a visa application to an embassy. It has been there for a long time and I now need to travel to that country. I have been told that the embassy may expedite my application if I pay one of its employees a modest amount. Can I go ahead with such payment?

A: No. The payment is to an individual, not to the embassy. This is a "facilitating" payment, which is not acceptable under the Code and illegal in almost all of the countries in which we operate. However, if there is an expediting fee that is a standard way the embassy operates, and the fee goes to the embassy, not to an individual employee, it might be acceptable to pay—check with Legal and Compliance.

Q: I have a client in another country whose insurance manager is about to come to my city for three days of business meetings with me and the insurance companies who underwrite the client's coverages. The manager has asked me to arrange for our Company to organize and pay for a day of sightseeing for him during his trip. Is this something I should discuss with Legal and Compliance?

A: Yes. Striking the right balance between business meetings and entertainment often requires a careful understanding of the anticorruption laws applicable to our Company. Legal and Compliance can assist you in understanding what the limits are so you can plan a client visit that will both enhance the client relationship and comply with the law.



We build trust in the Company

We know our business partners.

Marsh is committed to compliance with trade sanctions, anti-terrorist financing, export controls, anti-human trafficking and anti-boycott laws. These laws designate countries, companies and persons with which we may not do business. Be aware of the possibility that a client, prospect or other business partner could be located in a sanctioned country or could itself be a sanctioned entity.

Make sure you

- Enter all required information into the systems provided by your business for onboarding and managing clients, suppliers and third parties before you begin work on a new matter or engage a new business partner. These systems screen business partners and protect the Company from violating trade sanctions laws.
- Do not engage in "facilitation"—for example, helping someone else do an act you are not permitted to do yourself. If you are not legally allowed to perform an action yourself, you are also prohibited from helping someone else perform the action.
- Seek advice from Legal and Compliance when you find any conflict between the sanctions laws of different countries.

Watch out for

- ⚠ Third parties acting on behalf of sanctioned countries, companies or persons.
- ⚠ Any money or other assets in our Company's possession in which a sanctioned country, company or person may have an interest.

Related policies and guidance

- Understanding Trade Sanctions and Anti-Money Laundering Policy

We work to prevent money laundering and financial crimes.

Marsh is committed to compliance with anti-money laundering laws. Money laundering is conduct designed to conceal the origin or nature of the proceeds of criminal activity. You must follow the anti-money laundering requirements of your business, including know-your-client procedures, and restrictions on forms of payment. Learn about and keep alert for possible money laundering "red flags." If a red flag should appear in the course of a transaction, before you go further, speak with your manager or Legal and Compliance.

Make sure you

- Follow your business's know-your-client business procedures.
- Follow your business procedures relating to acceptable forms of payment in situations where you are involved with receiving or handling funds. Some forms of payment, such as cash or third-party checks, present heightened money laundering risks.
- Follow applicable laws on filing suspicious activity reports, by notifying Legal and Compliance about activity that could be a sign of money laundering.
- Never tell or "tip off" a client about money laundering suspicions you may have. In some countries, "tipping off" is a criminal offense.

Watch out for

A client or prospect who:

- ⚠ Has been the subject of financial crime or money laundering allegations;
- ⚠ Has an ownership structure that obscures its true owners;
- ⚠ Refuses to properly document a transaction or relationship; or
- ⚠ Makes or requests payment in cash, to or from a third party or to or from a country not related to the transaction.

Also look for:

- ⚠ Transactions that seem to lack a business purpose or consistency with a party's business strategy.
- ⚠ Duplicate payments or overpayments that are not easily explained as simple mistakes.

Related policies and guidance

Understanding Trade Sanctions and Anti-Money Laundering Policy

We build strong relationships with our suppliers.

Engaging suppliers and subcontractors who provide the Company with superior service on reasonable terms is important to our success.

Make sure you

- Choose suppliers, third-party providers and contractors based on the quality of their products and services and the competitiveness of their prices and other terms and conditions.
- Choose suppliers and third-party providers who are well qualified and financially responsible, and avoid suppliers who have engaged in unlawful or unethical conduct, who do not meet our data-protection standards or who could damage our reputation.
- Disclose to your manager any actual or potential conflict of interest or any personal relationship with a prospective supplier if you are involved in choosing the supplier.
- Avoid any gift, entertainment or other favor from a supplier or potential supplier that might create the appearance of improper influence or a personal benefit to you from the choice of supplier.

WATCH OUT FOR

- ⚠ Any relationship or dealings between you and a supplier that could be perceived as a conflict of interest.
- ⚠ Pressures to choose a supplier that does not offer competitive products, services, prices or terms only because it is also a client or prospective client of the Company.
- ⚠ Supplier practices that could jeopardize our reputation, such as violations of human rights, environmental regulations or data-protection regulations.

RELATED POLICIES AND GUIDANCE

- Working with Third Party Providers, Governments and Vendors Policy
- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Resolving Conflicts of Interest Policy
- Vendor Management Program

We manage conflicts of interest with integrity.

Given our broad client base and diverse business offerings, we will face situations where the interests of one client may conflict with the interests of another, or even with the interests of the Company itself. We will identify such situations promptly, resolve them with integrity and treat our clients fairly.

Make sure you

- Follow your business's screening procedures by properly entering account-opening and new-opportunity information into your client management system. Update the information as required.
- Identify potential business conflicts of interest promptly.

  Work with Legal and Compliance to determine an appropriate course of action to manage the conflict. Potential resolutions for a conflict are:
- Disclosing the relationships to the relevant parties;
- Obtaining consent from the party at risk;
- Establishing information barriers (ethical walls); or
- Declining the engagement.

Watch out for

- ⚠ Situations where a revenue opportunity for the Company is not in the best interests of a client.
- ⚠ Situations where one client is in litigation with another client.
- ⚠ Services that could involve one business investigating, offering an opinion on or questioning the work of a sister company.

Related policies and guidance

- Resolving Conflicts of Interest Policy

We are transparent about potential personal conflicts of interest.

Each of us owes a duty of loyalty to the Company and its shareholders. We must avoid or disclose conflicts of interest between the Company and ourselves. We may only accept a directorship or other position with a for-profit or nonprofit business or organization outside the Company if it would not impair our ability to fulfill our duties to Marsh.

Make sure you

- Avoid conflicts of interest whenever possible and, if you find yourself facing a potential conflict of interest, disclose it to your manager and Legal and Compliance.

  Do not do any outside work or accept any outside employment, leadership or directorship positions that could harm the Company, such as:

- Work for a competitor;
- Outside work that would interfere with your work for the Company; or
- Outside work that could embarrass the Company or give the appearance of a conflict.

Also make sure you:

- Do not pursue business opportunities for yourself that would be appropriate opportunities for the Company.
- Avoid any investments that are material to you (or greater than 1% of such company's publicly traded securities) in any company that competes or does business with our Company without prior written approval of your manager.

WATCH OUT FOR

Common conflicts of interest, such as:

- Proposing a close friend or relative as a supplier or contractor without disclosing the relationship;
- Proposing a company in which you have a financial interest as a supplier or contractor without disclosing the relationship;
- Doing work in your personal capacity for a supplier or client;
- Allowing a supplier or contractor to do work for you in your personal capacity, whether paid or unpaid;
- Receiving gifts, entertainment or other favors from a supplier or contractor that could create the appearance of improper influence.

RELATED POLICIES AND GUIDANCE

- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Working with Third Party Providers, Governments and Vendors Policy
- Resolving Conflicts of Interest policy

We use good judgement when giving or accepting gifts or entertainment.

In the right circumstances, a modest gift may be a thoughtful “thank you,” or a meal may be an appropriate setting for a business discussion that strengthens a client relationship. When not used with care, however, gifts and entertainment may create the appearance of improper influence, may breach client standards and may even violate the law.

Make sure you

- Do not give or accept any gift or entertainment unless it is legal, reasonable and free of any intent, understanding or appearance that it will improperly influence a business decision.
- Only give or accept gifts valued below your business unit’s limits.
- Avoid entertainment in venues involving adult entertainment even if you are not officially doing Company business.
- Do not give or offer any gift or entertainment to a government employee without consulting the Giving and Receiving: Gifts, Entertainment and Contributions Policy.
- Seek guidance from Legal and Compliance if you are in doubt concerning any aspect of the Giving and Receiving: Gifts, Entertainment and Contributions Policy, such as not being sure whether you are dealing with a government employee, or not being sure whether a gift or entertainment is legal or reasonable.

Watch out for

- ⚠ Situations that could embarrass you or the Company.
- ⚠ Client rules or standards that are stricter than normal for their industry.
- ⚠ Clients that appear to be privately held but are actually considered government entities, such as certain national airlines, banks, insurers and energy companies.
- ⚠ Gifts, entertainment or other favors that may be reasonable for a privately owned client but not for a government client.

Related policies and guidance

- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Working with Third Party Providers, Governments and Vendors Policy

We do not trade on or disclose inside information.

We are committed to keeping information related to our Company and our clients confidential. Each of us is prohibited from trading securities or from "tipping" others to trade securities of Marsh or other companies while in possession of material information before it becomes available to ordinary investors. Material information is the kind of information a reasonable investor would consider in deciding whether to buy or sell a security. Material information could relate to the company, a client or a supplier, and could include news about: financial performance; strategic plans; business initiatives; mergers or acquisitions; litigation; significant cybersecurity breaches or plans by Marsh to repurchase shares or change its dividend policy.

Make sure you

- Do not buy or sell securities of Marsh or any other company when you have material nonpublic information about Marsh or that company.
- Do not communicate material nonpublic information to any other person.
- Do not engage in short sales or derivative transactions related to Marsh securities.
- Do not trade during "blackout periods" if you have been notified you are subject to such trading restrictions. Contact Legal if you have any questions about whether trading is appropriate.

Watch out for

- Requests by friends or family for information about Marsh, our clients or any other company with which we do business. Even casual conversations could be viewed as illegal "tipping" of inside information.

Related policies and guidance

- Trading Securities Policy

We safeguard Company technology and information.

We are entrusted with Company technology and information and are personally responsible for protecting them and using them with care. Company technology includes facilities, equipment and information systems. Company information includes intellectual property, personal information and confidential information, in electronic or paper format.

Make sure you

- Use and disclose Company information only for legitimate business purposes.
- Properly label Company information to indicate how it should be handled, distributed and, when appropriate, discarded.
- Protect intellectual property and confidential Company information by sharing it only with authorized parties.
- Store or communicate Company information only in or through approved Company technology systems.
- Make only occasional personal use of Company technology.
- Do not use Company technology systems to create, store or send content others might find offensive.
- Respect the copyrights, trademarks and license agreements of others when dealing with printed or electronic materials, software or other media content.
- Avoid any use of Company technology that could harm those assets or cause loss to the Company.

Watch out for

- ⚠ Sharing of passwords.
- ⚠ Devices left unsecured when not in use.
- ⚠ Downloading from the internet or uploading from a USB drive any files that could introduce viruses to or otherwise harm our technology.
- ⚠ Use of unapproved software or applications.
- ⚠ Discussions of confidential information within earshot of unauthorized persons.
- ⚠ Transmissions of confidential, restricted or sensitive information to unattended fax machines or printers.

Related policies and guidance

- Handling Information Appropriately Policy

We maintain accurate business records and sound internal controls.

As a publicly traded company, Marsh depends on complete and accurate business records to fulfill its responsibilities to shareholders, clients, suppliers, regulators and others. We create business records—including travel and entertainment records, emails, memos, presentations, reports and accounting records—that are complete, fair and accurate, and maintain them in accordance with our system of internal controls.

Make sure you

- Create accounting and business records that accurately reflect the truth of the underlying event or transaction.
- Record transactions as prescribed by policies and procedures.
- Write carefully and clearly in all your business communications, including emails.
- Write with the understanding that someday your business communications may become public documents.
- Sign only documents—including contracts—you have reviewed, are authorized to sign and believe are accurate and truthful.
- Retain, protect and dispose of records according to our Handling Information Appropriately Policy. Records subject to legal-hold notices, document-preservation requestsor regulatory requirements may be subject to additional protections.
- Understand and comply with legal-hold notices and other document-preservation requests.

Watch out for

- ⚠ Estimates or assumptions that are reported as facts. If you include estimates or assumptions in business records, ensure that such estimates or assumptions are properly supported by appropriate documentation.
- ⚠ Exaggeration, derogatory language and other expressions that could be taken out of context.
- ⚠ Communications related to your work on social media or other sites. These may be considered business records and subject to the Company's Handling Information Appropriately Policy and other requirements.
- ⚠ Documents subject to a legal hold or similar preservation requirement. These records—whether in paper or electronic form—should not be destroyed, discarded, altered or hidden.

Related policies and guidance

- Handling Information Appropriately Policy
- Social Media Policy

We communicate honestly and professionally with investors and the public.

We are committed to honest, professional and legal communications to investors and the public. We take care in all our communications, internal or external, formal or informal.

Make sure you

- Follow guidelines issued by Public Affairs concerning posting about the Company on external electronic forums and social media sites.
- Do not speak to the media on issues involving the Company without prior authorization from your Media Relations department or Public Affairs.
- Refer any inquiries from shareholders or financial analysts to Investor Relations.
- Receive approval from your Media Relations department and your manager before making public speeches, writing articles for professional journals or engaging in other public communication when you are identified with the Company.
- Get approval from your Internal Communications department before distributing any communication intended for a broad employee audience. Communications intended for cross-business distribution require approval from Internal Communications.

Watch out for

- ⚠ Any suggestion that you speak for the Company in your personal communications, including in emails, blogs, message boards and social media sites.
- ⚠ Temptations to use your Company title or affiliation outside your Company work—such as in charitable or community work—without making clear that the use is for identification only and you are not representing the Company.
- ⚠ Conversations with reporters who ask you for information about the Company without first consulting with your business's Media Relations department or Public Affairs.

Related policies and guidance

- Handling Information Appropriately Policy
- Social Media Policy

Q&A

Q: We have a large potential deal with a new client in the energy industry. The client is based in a country that has a reputation for supporting terrorism, and I have been told to wait to sign the contract until we have conducted due diligence. This doesn't seem to be very business-friendly. What should I do?

A: It is an essential part of your job to identify and manage the risks associated with the transactions you do. While it may take more time, in the long run, conducting due diligence in situations like this one is the right way to protect the Company.

Q: One of my clients made a large up-front payment for work. After doing a small fraction of the work, the client cancelled the project and requested the refund be paid to a third party. Could this be related to money laundering? What should I do?

A: Over-payments and payments to third parties may be signs of money laundering. Money laundering involves a series of transactions designed to obscure the source of funds. This arrangement could be designed to have the Company pay a third party the client does not wish to pay directly. Contact Legal and Compliance before proceeding with the transaction.

Q: My college roommate was just promoted to vice president at one of our suppliers, and he's offered to fly me to Monte Carlo for a weekend at his company's expense to "catch up" and maybe talk about the relationship between our companies. May I accept?

A: No. The lavish nature of the entertainment at a minimum creates the appearance of a personal benefit to you, which could be perceived as biasing your judgment in favor of the supplier. Any benefit that creates the appearance of influence violates our Giving and Receiving: Gifts, Entertainment and Contributions Policy.

Q: We've been hired to evaluate part of a client's operations that employs a Marsh sister company as a key service provider. Our analysis may need to include an assessment of the work performed by our sister company. What should we do?

A: This is a significant conflict of interest. Work with Compliance and those in charge of the client relationship in both businesses to make sure you handle this professionally. At a minimum, you will need to inform the client about the fact that your company and the sister company are both affiliated with Marsh.

Q&A

Q: My wife runs a training consulting firm. Can she submit a proposal to become a vendor of Marsh?

A: She is welcome to submit a proposal. To be sure to avoid any conflict of interest, you should disclose this relationship to your manager, refer the request to Procurement and refrain from participating in this matter. The most important action with any potential conflict of interest is to disclose it so it can be properly managed.

Q: A supplier invited me to a charitable golf tournament and my Compliance Officer approved my attendance. At the tournament, I won a set of clubs valued at $2,000 in a door-prize raffle. Is it OK to accept them?

A: Not necessarily. A prize received in a contest or a raffle is a gift. A $2,000 gift is likely extravagant and accepting it would almost certainly violate our Giving and Receiving: Gifts, Entertainment and Contributions Policy.

Q: I've developed a close relationship with one of my clients. At holiday time, I'd like to send him a gift basket including a few bottles of good wine. Is this OK?

A: Maybe. First, check your client's Code of Conduct. Many of our clients prohibit employees from receiving gifts of value. If it passes the client's test, review our Giving and Receiving: Gifts, Entertainment and Contributions Policy as well as your business policy. Generally, any gift you give must be: less than your business's policy threshold; not cash or cash-equivalent; legal; reasonable under the circumstances; free of any intention to improperly influence business decisions and unlikely to create the appearance of influence.

Q: I am aware of a significant new development in our business that I think is going to send the value of the Company's stock skyward. I know that I can't buy stock with this information, but I can recommend that my friend invest in our Company, right?

A: No. You cannot trade in Company stock with this information, as it is "material nonpublic information." Trading in Company stock while in possession of this type of information is insider trading and against Company policy and the law. However, you are also forbidden by Company policy and the law from making any recommendations to others to buy or sell Company stock based on this type of information, even if you do not share that information when making the recommendation. Doing so would be considered "tipping" and could subject both you and your friend to civil and criminal penalties.

Q: I have discovered through my work with the Company that one of our clients is planning a partnership with a small, publicly traded company. It seems like a great time to invest in the smaller firm, and they're not one of our clients. May I do so?

A: No. You are in possession of "material nonpublic information" and must not trade on it. If and when the information about the partnership becomes public, you may make the purchase, but not before.

Q&A

Q: I was attending a meeting with several other Company employees at a hotel. At lunchtime, they all left their laptops in the conference room. I was nervous about it, but I did the same. Was this all right?

A: No. The laptops and the information in them are Company assets. The laptops must be protected from loss or theft and the information must be protected from unauthorized disclosure. You and your colleagues should have taken additional steps to protect the laptops, such as locking the conference room or bringing your laptops with you to lunch. This will be a recurring issue when you are out of the office on business. Avoid leaving laptops and other portable equipment in plain sight in unoccupied cars or hotel rooms. If feasible, use a locked compartment in the car or the safe in the hotel room when you cannot bring your laptop with you.

Q: I received a phone call from a person claiming to be a representative of one of our business partners. He asked if I could send him some files for a project I'm working on. What should I do?

A: You should confirm that the person requesting the information is who he says he is and that he is authorized under our contract to receive the information. If you are able to confirm this, make sure that each page of the document is clearly marked with the proper classification and that the file is transmitted securely in accordance with its classification.

Q: I occasionally record sales figures early or expenses late. That's OK, isn't it? It's not like I'm making the numbers up.

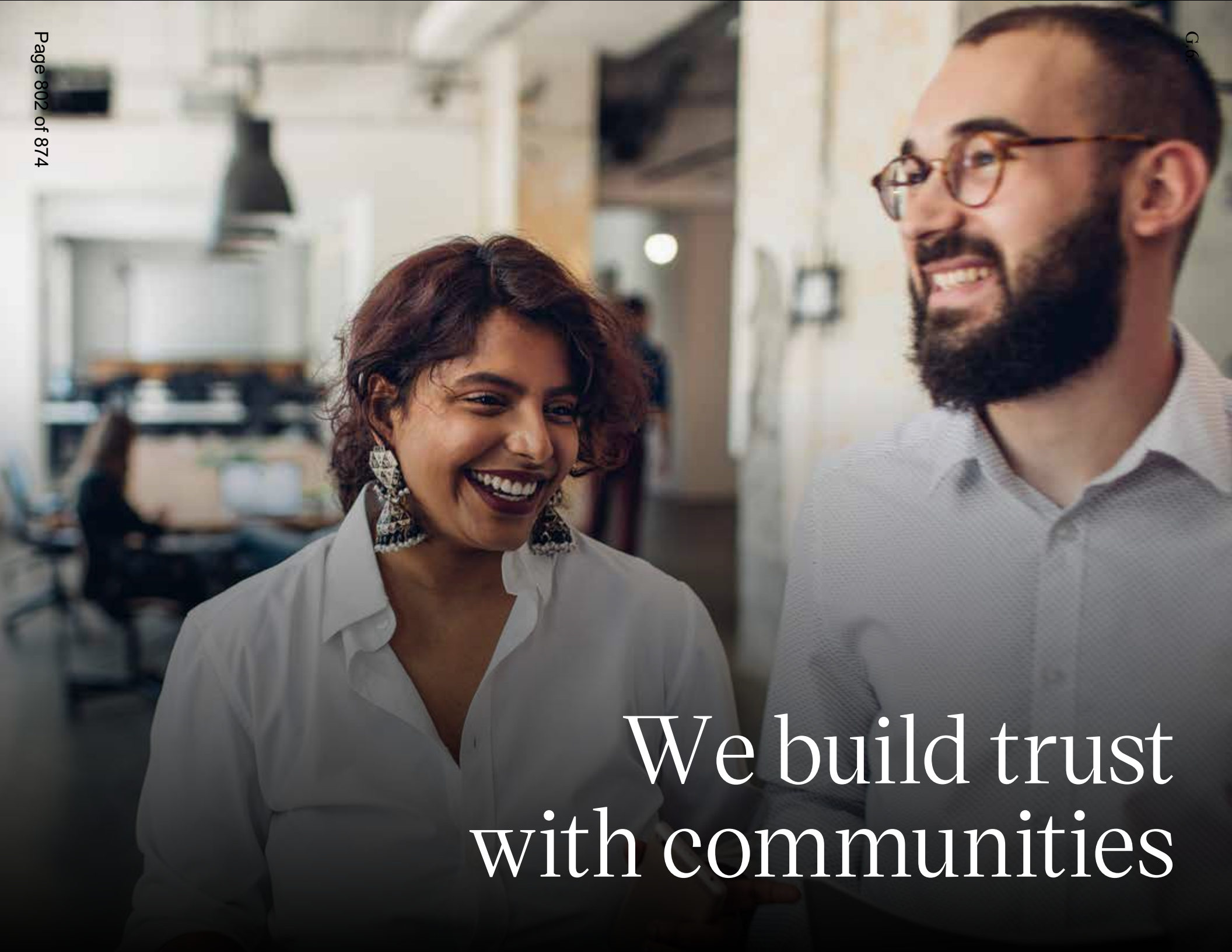
A: Company policy and the law require us to record all transactions truthfully, accurately and in a timely way. Recording transactions in the wrong time period misrepresents our financial results.

Q: A friend of mine says that I could get into trouble for posting things about the Company on my Facebook page. Only my "friends" see my posts, and I'm not posting anything related to financials, so I don't think it's an issue. Who's right?

A: Your friend is correct. Facebook is a public site, even if your personal page is not, and information that could affect public perceptions about the Company or the Company's reputation can be passed quickly and easily from your "friends" to other parties. You should exercise caution when posting to blogs or social media sites anything that concerns your employment with the Company.

Q: A reporter for the *Financial Times* contacted me and asked me to elaborate on the Company's position on a current piece of legislation. My manager and I had just talked about the new law earlier that morning, and I've got a pretty good handle on it. Can I answer the reporter's questions?

A: No. All requests from the media should be referred to your Media Relations department or Corporate Communications—even if you think you know what they will say.



We build trust with communities

We build trust by acting responsibly.

We manage business conflicts of interest with fairness and integrity

We are committed to sustainable development goals around: affordable healthcare; human dignity; gender equality; energy security and access to reliable and sustainable energy supplies; inclusive economic growth and job creation; and climate change mitigation and resilience to climate-related natural disasters—and we are committed to the promotion of public-private partnerships to achieve these goals.

Make sure you

- Abide by the *Marsh Client Engagement Principles.*
- Do your part to reduce your use of energy, minimize printing and the use of paper, and recycle whenever possible.
- Speak up with any suggested environmental or social actions or practices for our colleagues, clients and communities.

Watch out for

- Business practices that pose an environmental hazard or unnecessarily use natural resources.

Related policies and guidance

- Marsh Client Engagement Principles
- Sustainability at Marsh

We make an impact.

Our colleagues live in thousands of communities in more than 100 countries. We are committed to the communities we call home. We demonstrate our social impact through employee volunteering and partnerships with organizations whose programs and services help build resilient communities. In order to maximize the impact of our charitable efforts, and to make sure the money we spend advances the common good, the Company has processes for proposing and approving charitable contributions and individual fundraising.

Make sure you

- Follow the Company's policies for making charitable contributions. Each contribution must be approved in advance pursuant to your business's procedures.
- Follow the Company's fundraising guidelines when organizing a charitable organization's fundraising event.

Watch out for

- ⚠ Requests from clients to give to charitable causes. These requests must be approved according to Company processes, like all other charitable contributions. If a client asks you to contribute from your own funds, consult your manager or Legal and Compliance.

Related policies and guidance

- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Global Fundraising Guidelines
- Social Impact at Marsh
- Working with Third Party Providers, Governments and Vendors Policy

We engage appropriately in the political process.

As a responsible corporate citizen, Marsh may engage in political activities. At all times, these activities will comply with local and national laws. In the US, the Company has a political action committee (Marsh PAC), which may make contributions to US federal candidates, campaigns, political parties or political committees.

Make sure you

- Receive approval from the CEO of your business, in consultation with Public Affairs, before engaging in political activities on behalf of the Company.
- Do not make any political contributions on behalf of the Company.
- Avoid any suggestion that your personal views and activities are those of the Company.
- Do not use Company resources or facilities to support your personal political activities.
- Understand the rules governing contributions to our Political Action Committee. The Company does not require contributions, and any coercion or pressure to contribute is prohibited.

Watch out for

- ⚠ Interactions with government officials or regulators that could be seen as lobbying. Any lobbying activities must be discussed in advance with Government Relations.

Related policies and guidance

- Giving and Receiving: Gifts, Entertainment and Contributions Policy
- Global Fundraising Guidelines
- Social Impact at Marsh
- Working with Third Party Providers, Governments and Vendors Policy

We play by the rules.

We are a publicly traded US corporation governed by an independent Board of Directors. We are committed to best practices in corporate governance. We have approval policies and procedures in place to protect the Company, our colleagues, our clients and our shareholders. It is each colleague's responsibility to know our procedures and adhere to them.

Make sure you

- Know the approval procedures for your business and Marsh and obtain all required approvals in a timely way.
- Consult with Legal and Compliance whenever you are unsure about the correct procedure.

Watch out for

- ⚠ Decision-making that prioritizes short-term results over good governance.

Related policies and guidance

- Marsh Approval Procedures
- Marsh Corporate Governance Guidelines

Q&A

Q: A colleague who reports to me runs a small nonprofit organization in addition to her responsibilities for the Company. I've noticed she often uses her office phone to make calls concerning her nonprofit organization. Is that acceptable?

A: As a manager, you have a number of responsibilities in this situation. First, you should make sure your colleague has had her position with the nonprofit approved in accordance with the Company's policy on *Resolving Conflicts of Interest*. Second, you should speak up if your colleague's outside responsibilities are interfering with her ability to fulfill her responsibilities to the Company. Third, you should remind your colleague to avoid any suggestion that the Company endorses her nonprofit. Finally, you should remind your colleague to minimize her use of the Company's phones or email, including her use for the nonprofit.

Q: I am running for a position on my local town council. I want to send out an email to some of my colleagues about a fundraising event that I am hosting over the weekend. Is this OK?

A: No. Although occasional use of email for personal purposes is generally permitted, using any Company property or resources, including email addresses, for political purposes, fundraising or other solicitation is prohibited.

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This Code is not an employment contract or a guarantee of future employment. It does not provide any additional rights to any employee or other person or entity. The Company may amend the Code at any time.

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www.corporate.marsh.com/about/integrity.html

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Marsh & McLennan Agency LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Not Applicable
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Not Applicable

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Rob Bridges	Signed by: Rob Bridges 5F8817AAF58648E...	4/24/2026 | 10:04 CDT
Name of signatory	Signature	Date

G.6.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1452464

Date Filed:
04/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Marsh & McLennan Agency LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Ennis

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-115-10
Employee Benefits Brokerage and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Rob Bridges, and my date of birth is 3.00 31.00 1,976.00.

My address is Three Galleria Tower | 13155 Noel Rd. | Suite 1400, Dallas (city), TX (state), 75240 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of April (month), 2026 (year).

Signed by:
Rob Bridges
5F8817AAF58648E...
Signature of authorized agent of contracting business entity
(Declarant)

City of Ennis
Human Resources
Irene Kasujaa, Director Human Resources
107 N. Sherman St, Ennis, TX 75119

[USI INSURANCE SERVICES LLC] RESPONSE DOCUMENT REPORT

RFQ No. 26-115-10

Employee Benefits Brokerage and Consulting Services

RESPONSE DEADLINE: April 24, 2026 at 1:00 pm

Report Generated: Sunday, November 8, 2026

USI Insurance Services LLC Response

CONTACT INFORMATION

Company:
USI Insurance Services LLC

Email:
jeff.anderson@usi.com

Contact:
Jeff Anderson

Address:
1300 Summit Avenue
Suite 200
Fort Worth, TX 76102

Phone:
(682) 348-4784

Website:
www.usi.com

Submission Date:
Apr 21, 2026 10:10 AM (Central Time - Chicago)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Statement of Qualifcations*

Please Upload your COMPLETE Statement of Qualifications here formatted in the manner required by this RFQ.

USI_Response_to_RFQ_26-115-10_for_City_of_Ennis_(4.24.26)_-_Final.pdf

2. Requirements*

Did you read through and confirm that you met all of the RFQ requirements?

Yes

3. Insurance*

Please upload a copy of your current insurance.

USI_LLC_-_Texas_License_(expires_12.20.2026).pdf

4. Compensation Structure*

Proposers shall provide a general description of their compensation structure, including:

- Whether compensation is:
  - Fee-based
  - Commission-based
  - Hybrid
- General description of:

- Commissions received from carriers
- Any additional compensation (bonuses, incentives, overrides)
- Any compensation related to pharmacy benefit arrangements

- Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest

Detailed pricing, fee schedules, and cost proposals are not required at this stage and will not be evaluated. Such information may be requested from the highest ranked firm during contract negotiations.

Compensation_Structure_-_USI_Response_to_RFQ_26-115-10_for_City_of_Ennis_(4.24.26).pdf

5. Compensation Certification*

Proposers shall certify that all compensation disclosures are complete and accurate, and that no additional undisclosed compensation will be received during the term of the contract.

Confirmed

6. Conflict of Interest/Transparency*

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.

At a minimum, disclosures shall include:

- Any financial relationships with:
  - Insurance carriers
  - Pharmacy Benefit Managers (PBMs)
  - Third-party administrators (TPAs)
  - Wellness vendors or other service providers
- Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City
- Any compensation arrangements that could influence recommendations made to the City

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

Conflict_of_Interest_Transparency_-_USI_Response_to_RFQ_26-115-10_for_City_of_Ennis_(4.24.26).pdf

7. Release for Cause*

In the last 10 years has your company ever been released from a contract with or without cause?

No

8. Form CIQ*

Please download the below documents, complete, and upload.

- Form_CIQ.pdf

Form_CIQ_(USI_Completed_Signed_4.15.26)_-_City_of_Ennis_opt.pdf

9. Form 1295 Certification*

Please provide documentation showing that you have submitted Form 1295 with the Texas Ethics Commission.

Form_1295-Cert_of_Interested_Parties_(USI_Completed_Signed_4.15.26).pdf

10. SUSPENSION AND DEBARMENT CERTIFICATION*

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

Prosper certifies that neither the firm nor its principals are suspended or debarred by a Federal agency.

Confirmed

11. Texas Resident Certification*

In accordance with Texas Government Code Chapter 2252, Subchapter A, the City of Ennis 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 outside the State of Texas.

12. 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.

Confirmed

13. 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,

A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

B. 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.

Confirmed

14. 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.

Confirmed

15. 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.

Confirmed

16. Proposer Authorization*

Proposer confirms their authority (and has uploaded necessary documentation proving such) to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Company Name stated in said Proposal.

Confirmed

Jeff Anderson
USI Insurance Services
1300 Summit Avenue, Suite 200
Fort Worth, TX 76102

April 24, 2026

City of Ennis
Reference Number: 26-115-10
Project Title: Employee Benefits Brokerage and Consulting Services

Dear Honorable Mayor and City Commission,

City of Ennis (the City) is growing. As you strategize for an exciting future, you also must prepare for the rapid change that comes with it, which means adapting your evolving operations to the increasingly complex and competitive employee benefits landscape. Planning for a successful future requires the City to attract and retain the right people for the right roles. Having a competitive, cost-effective benefits program is essential to accomplishing that — and where USI Insurance Services (USI) can help the City thrive. With proprietary analytics for measurable results, local resources bolstered by a national network of experts, and an emphasis on superior client service, the City can be confident USI is the right strategic partner as you look ahead.

Here are several key reasons why a partnership with USI is the optimal choice for the City:

- **Analytical Insight**: We leverage our underwriting and analyst team to help evaluate, design, and guide a comprehensive benefits strategy, helping the City meet short- and long-term human capital and financial goals.
- **Cost Management**: Our deep understanding of your plan's cost drivers enables us to identify ongoing opportunities to enhance benefits while mitigating cost-shifting to your employees.
- **HR Services**: We will be your HR partner, offering regularly scheduled meetings as well as administrative platforms, customer service centers, and service calendars to ease administrative burdens.
- **Employee Wellness**: We prioritize the health and well-being of your workforce, offering wellness initiatives designed to reduce claims and enhance overall employee satisfaction.

- **Innovative Technology**: Our team continuously develops cutting-edge technological solutions to streamline the administration and communication of your benefit plans, creating a seamless experience for you and your employees.
- **Regulatory Support**: We will keep you informed of key developments to minimize the financial and administrative burdens associated with compliance, including those related to the Patient Protection and Affordable Care Act.

Through our experience with 1,200+ **public-sector clients nationwide**, with more than 800 being municipalities and counties, we understand that our clients' first responsibility is to their constituents and/or their taxpayers. This primary public responsibility drives all our recommendations and solutions. Of our 1,200+ public-sector clients, approximately 43% have at least one self-funded program. We currently serve both the City of Midlothian (TX) and the City of Mansfield (TX), both similar in size and complexity to the City. We are happy to provide contact information should we be selected as a finalist.

We understand the importance of industry segmentation and how critical it is to our clients. Our **Public Entity Industry Segment** team takes a holistic approach to managing your risk, and our local account teams draw on the resources of this group to develop industry strategies and solutions to complex situations. They work to bring "best in front" results to you.

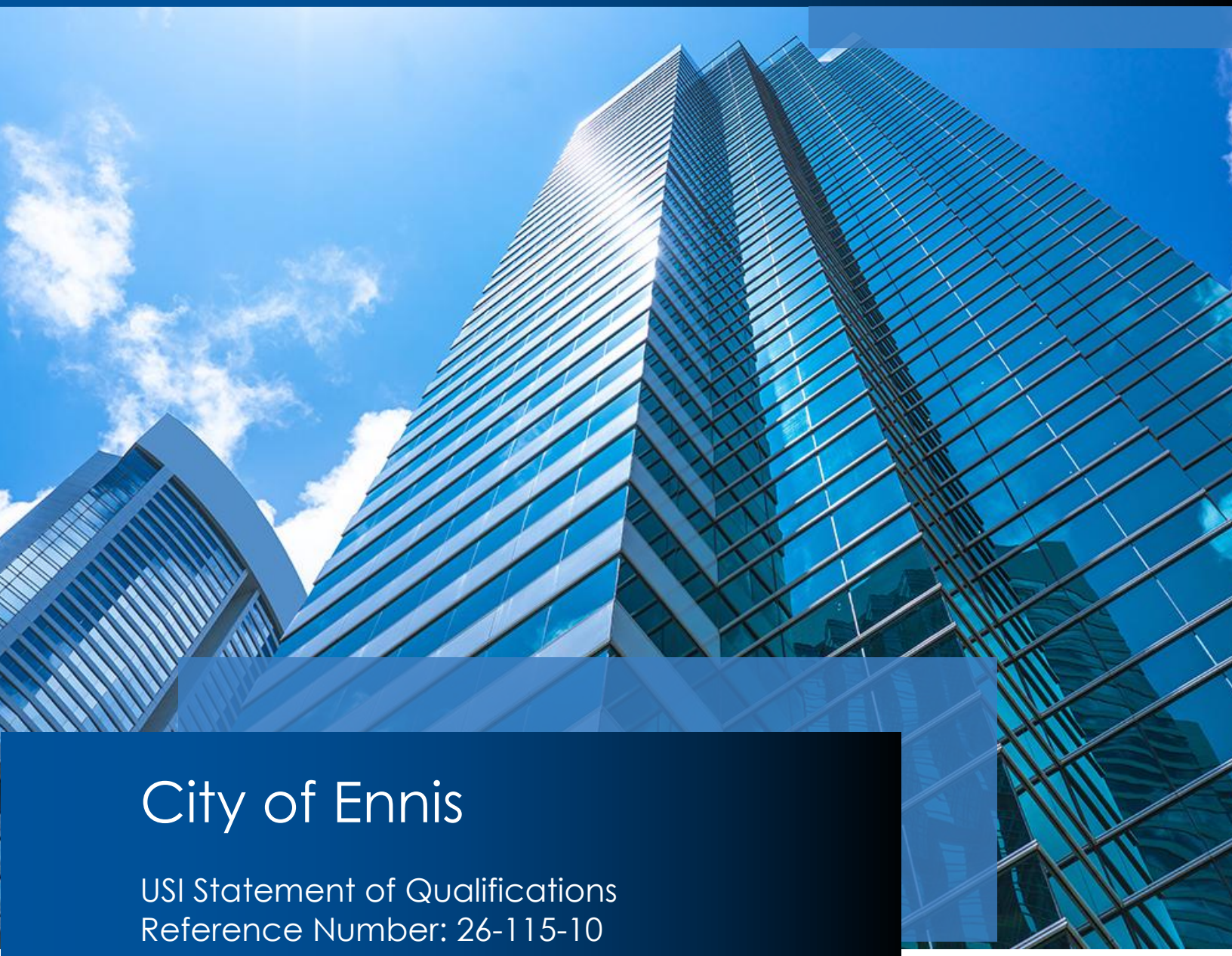
Our ultimate commitment to the City is the USI ONE Advantage® — a fundamentally different approach to benefits solutions that generates targeted recommendations for improving employee benefit plans and delivers the data and consultative planning you need to make informed decisions.

I appreciate the opportunity to participate in this project and am excited by the prospect of partnering with the City of Ennis. Please do not hesitate to reach out with any additional questions you may have.

Sincerely,



Jeff Anderson – Partner, Vice President
817.991.8276 | jeff.anderson@usi.com



City of Ennis

USI Statement of Qualifications
Reference Number: 26-115-10

Project Title: Employee Benefits Brokerage and Consulting Services

DUE: April 24, 2026 | 1:00 PM CST

USI Insurance Services LLC
1300 Summit Avenue, Suite 200
Fort Worth, TX 76102

www.USI.com

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> *At USI, we've become a leader by doing things differently. We are truly changing the insurance brokerage and consulting industry with new proprietary solutions, unparalleled resources, and a unique process to deliver results.*
>
> — Mike Sicard, CEO

USI OVERVIEW

USI has become a unique industry leader, arising from the work of many great individuals. USI began in 1994 with a single office of $6.5 million of revenue and 40 associates. Today, USI is over $3.0 billion in revenue with more than 10,500 associates in over 200 offices across the country. We also have an international partner practice. Refer to the interactive service map at www.usi.com/about-usi/locations/ to view the depth of USI's local presence nationwide.

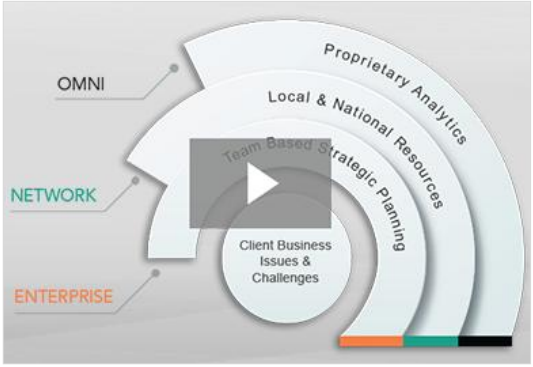
USI has served over 500,000 clients meeting their employee benefit, property & casualty, personal risk, and retirement needs nationwide. We have more than 150 years of consulting and brokerage experience through our acquired agencies, with local offices dating back in their communities as far as the late 1800s. USI combines industry leading national capabilities delivered through longstanding, passionate and committed local service teams.

The USI ONE Advantage®

The power of USI, and our ability to bring best-in-class solutions and services to our clients and our communities, is achieved through the collective knowledge and experience of our professionals coming together as ONE.

USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, which consists of:

- **O**MNI, an interactive platform that integrates proprietary and innovative client solutions and analytics;
- **N**etworked, in-house, local resources; and
- **E**nterprise-wide collaboration to deliver customized results with positive, bottom-line impact.



View our **ONE Advantage® video** at www.whatbetterlookslike.com.

At USI, we add value to every relationship

- **We educate and communicate.**
  Clients are kept informed about industry trends and rate changes and the impact on their bottom line.
- **We build and maintain great working relationships.**
  We listen to client's needs and get to know their business thoroughly so we can be in the best position to advise them on critical challenges.
- **We create strategic solutions for clients.**
  Our professionals understand the issues that confront client's industry and are skilled at developing customized insurance and benefits structures.

USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. We aim to provide a team-based approach that enables the full breadth of relevant issues and questions to be identified for customers. We bring depth to our solutions by performing a rigorous exposure and opportunity assessment and evaluating each requirement in the context of which analytical tools and resources can yield the best results. We also strive to demonstrate in measurable terms what our service and expertise means in bottom-line impact to customers.

Privately held, USI is majority owned by entities affiliated with Kohlberg Kravis Roberts & Co. (KKR). Over 2,500 USI sales professionals, leaders, and employees also have an ownership stake in USI. KKR is a global investment firm managing investments across multiple asset classes. With KKR as our majority owner, USI continues to accelerate the path we have set for ourselves as a leading local and national insurance brokerage and consulting firm across the United States, delivering best in class employee benefits, property & casualty, personal risk, and retirement solutions.

Firm Experience & Public Sector Expertise

USI has extensive experience providing employee benefits brokerage and consulting services to Texas public-sector employers, including municipalities comparable in size and complexity to the City of Ennis. We currently advise more than 1,200 public-sector clients nationwide, over 800 of which are municipalities and counties – including Texas cities such as Midlothian and Mansfield. Our Texas-based public-sector specialists understand the fiscal oversight, governance structure, workforce dynamics, and regulatory environment unique to municipal employers in the state.

Leveraging local market expertise supported by national analytics, underwriting, and compliance resources, USI provides tailored, data-driven strategies across plan design, risk management, benchmarking, and carrier negotiations—helping Texas municipalities control costs, manage risk, and deliver competitive, sustainable benefits to their workforce.

Key Personnel & Account Team

In addition to a dedicated Consultant, USI assigns each client a fully integrated account team led by experienced account managers and supported by in-house specialists holding advanced industry certifications, including Certified Employee Benefits Specialist (CEBS), Certified Insurance Counselor (CIC), and Accredited Advisor in Insurance (AAI). Unlike firms that rely on outsourced or retainer-based resources, USI's actuarial, compliance, population health, underwriting and analytics, pharmacy, communications, retirement, and benefit call center expertise are all provided by USI employees—ensuring accountability, consistency, and seamless coordination.

Our team structure is intentionally designed to provide redundancy and continuity of service. Regional service managers and designated backups ensure uninterrupted support if key personnel are unavailable, maintaining high service standards at all times. USI further invests in ongoing professional development, requiring active licensure and continuing education for all team members. This flexible model—combining local presence with national resources—delivers the depth, stability, and responsiveness required to manage complex municipal benefit programs effectively.

Approach to Benefits Strategy & Cost Containment

USI's employee benefits and cost-containment strategy is built on disciplined plan design, advanced analytics, and proactive renewal execution. Using proprietary analytical tools and benchmarking against similarly situated public-sector employers, we identify key cost drivers and develop targeted, actionable recommendations. Our process includes scheduled claims and utilization reviews, cost-containment audits, and continuous financial performance monitoring to ensure issues are addressed well before renewal.

At renewal, USI deploys a structured action plan that includes market strategy development, carrier negotiations, evaluation of alternative funding arrangements, and contribution strategy modeling—driving optimal pricing, improved plan performance, and long-term sustainability.

This data-driven, year-round approach enables municipalities to control costs without compromising benefit quality, while ensuring programs remain competitive, fiscally responsible, and aligned with organizational goals.

Demonstrated Success & References

USI delivers measurable results for employee benefits clients through a disciplined approach grounded in benchmarking, continuous improvement, and targeted execution. Performance is monitored through annual client satisfaction surveys and quarterly stewardship reports that provide clear visibility into plan analytics, claims trends, and cost-management outcomes. This consistent, data-driven process enables clients to make informed decisions while enhancing benefits value and maintaining fiscal control.

USI's strong service model is reflected in client retention. For example, the USI Southwest Region Employee Benefits practice has sustained an approximately 90% retention rate over the past three years, demonstrating client confidence, service continuity, and long-term partnership success. As noted above, both the City of Midlothian and the City of Mansfield are current clients. Upon selection as a finalist, USI can provide municipal references highlighting outcomes such as cost containment, plan design optimization, and improved client experience.

Service Model & Responsiveness

USI's service model is built to deliver responsive communication, rapid issue resolution, and comprehensive HR support. Dedicated account teams follow defined communication protocols, supported by call tracking and utilization reporting that provide actionable insight and service accountability. Employees and HR staff have direct access to USI's Benefit Resource Center (BRC) for claims, billing, and benefits support—reducing administrative burden and allowing HR leadership to remain focused on strategic priorities.

Day-to-day support includes prompt escalation and resolution of employee claim and eligibility issues, proactive compliance guidance, and coordinated execution of open enrollment. The City's HR team receives continuous consulting support, direct access to in-house compliance specialists, and timely responsiveness from USI's account executives—ensuring consistent service, informed decision-making, and a reliable client experience.

Compliance & Regulatory Expertise

USI provides comprehensive, proactive compliance support across ACA, HIPAA, ERISA, and employer reporting requirements. Our dedicated national compliance team delivers timely guidance on regulatory changes, assists with required notices and disclosures, and supports accurate and timely healthcare reform reporting, including Forms 1094-C and 1095-C. We conduct structured compliance checklist reviews to identify potential exposures and deliver clear, prioritized action plans to mitigate risk.

USI's in-house compliance attorneys and specialists are directly accessible to your team at no additional fee, providing practical, actionable guidance on complex issues. Our experts advise on HIPAA privacy and security, maintain secure protocols for client data, and offer targeted audit and plan-review support—helping municipalities reduce risk, remain compliant, and confidently navigate an evolving regulatory environment.

Texas-Specific Expertise

USI's Texas public-sector specialists closely monitor state-specific requirements and guidance affecting municipal benefit plans, including Texas Department of Insurance (TDI) regulations and public-entity governance considerations. This local insight ensures the City receives compliance recommendations that are not only federally sound, but also aligned with Texas regulatory expectations and municipal best practices.

CORE SERVICES

USI's employee benefit practice is designed to contain cost, promote regulatory compliance, and deliver superior account service. We focus on eight primary employee benefit service areas:

Underwriting & Analytics
Negotiation & management to contain plan costs

Retirement Plan Consulting
Specialized expertise focused on optimizing your retirement plan and driving financial wellness for your employees

Compliance Management
Tools, expert guidance, and policies to promote compliance with federal and state regulations

Ancillary Benefits
Competitive marketing and scoring drives results for other plan services

Population Health Management
Wellness design, disease management analysis and aligned incentives to improve health

Pharmacy Consulting
Solutions to increase transparency and minimize pharmacy costs

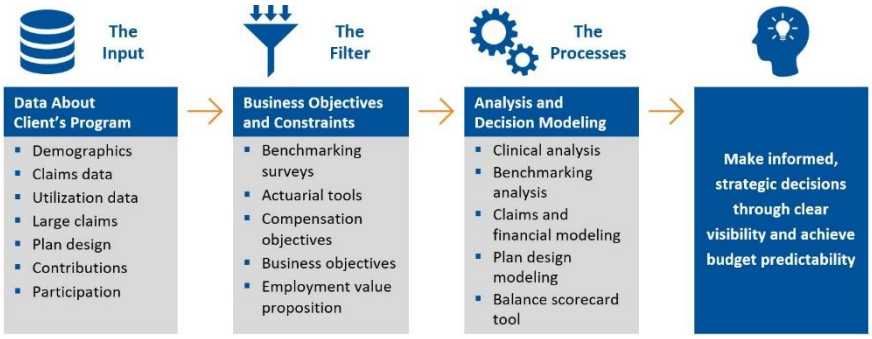
HR Services
Administration platforms, Benefit Resource Center, and communication resources to ease your administrative burdens

Care Intervention
Options for members to make more efficient care decisions without sacrificing quality

Within each component we have developed a disciplined process and methodology; a diversified team of professionals; an understanding of each client's core business and benefits needs; and a long-term plan.

Strategic Planning

We work with clients to establish clear one- and three-year goals for their benefit plans and total compensation programs, grounded in a well-defined benefits philosophy aligned with organizational priorities. Our approach includes evaluating workforce needs and trends, benchmarking current benefits against national and peer data, and conducting a comprehensive situational analysis to identify opportunities that enhance program effectiveness while supporting the client's overall business objectives.



SERVICES, SOLUTIONS, SUBJECT MATTER EXPERTS

In a rapidly changing market, where costs remain a concern, the need for innovation is a priority. USI not only stays current with innovative approaches but continues to drive the development of new strategies to support clients. Our dedicated resources deliver a competitive advantage and address a wide range of employer concerns to deliver innovative solutions that provide greater value and efficiency. **Clients have direct access to our eight supporting departments and lead subject matter experts (SMEs) at no additional fee as initiatives arise throughout the year.**

HR SERVICES

USI's HR solutions will improve employee experience, alleviate burdens from the HR team, drive efficiency, and ensure accountability. USI assists with Human Resource outsourcing, employee communications, online tools, benchmarking, enrollment support, customized enrollment materials, claims resolution, benefit value statements, and more. These tools include USI Benefit Resource Center (BRC) which supports employee claim issues, access to care, benefit interpretations and explanations, assistance obtaining case management, transition of care issues, and access to community resources. The HR Technology Team has completed audits of over 75 software vendors. USI works with clients to understand individual needs, and from there implement the correct technology platform as needed, including technology compatible with existing solutions. Our services include:

Administration – Dedicated Account Management

- Client service relationship
  - Ensure prompt and timely responses to all phone calls and emails
  - Evaluate team for compatibility and effectiveness
  - Quarterly claims review and strategy
  - Protect client from HIPAA privacy exposure
- Account management
  - Proactive management of additional services
  - Provide annual and open enrollment service calendar
  - Coordination with all diversified service partners
  - Quality assurance review

  - Monthly executive summary claims review
- Daily personal service
  - Plan design interpretation
  - Funding and billing issues
  - Legislative interpretation (COBRA, DOL, HIPAA, Family Leave, ADEA)
  - Administrative troubleshooting
  - Assist with informal employee communications
- Vendor and carrier sales and service calls
  - Monitor carrier financial standing
  - Monitor carrier ownership and corporate direction
  - Screen new product introductions
  - Arrange presentations to client decision makers
  - Serve as client advocate
  - Develop and monitor performance guarantees
  - Monthly/Bi-monthly open items log
  - Claims and coverage assistance
- Benefits Resource Center (BRC)
  - Claim advocacy – Benefit Specialists act as the single point of contact for an employee with a claim issue — from beginning to resolution — including any claim appeals for payment
  - Individualized support for employee benefit plan interactions including access to care, benefit interpretations and explanations, assistance obtaining case management, transition of care issues, and access to community resources

HR Technology Consulting

- Technology Credit Program reduces cost of ben admin technology
- Match client with appropriate technology (HCM, Ben Admin, ACA reporting, etc.)
- Ongoing market assessment
- Evaluation of 100s of HR and benefits technologies
- Front line to vendor management issues
- Regular scan for new solutions
- Assessment of ACA tracking and reporting solutions
- Coordination of demos
- Sales team support and broker technology strategy
- Direct client support
- Evaluation of client's current HR process, gaps, technology, and requirements
- Process improvement with current platforms
- Market scan for new solutions
- Management of RFI/RFP process
- Coordination of demos
- Recommendations – scored based on client evaluation
- Calculation of return on investment
- Final vendor negotiations
- Implementation oversight

Communications

- Assess effectiveness of multiple communication channels (e.g., mobile apps, webinars, on-demand presentations, print) for client's specific employee population
- Design a strategy that defines key messages and effectively reaches employees
- Make recommendations on communications strategy throughout the year
- Design communication materials including custom messaging and branding
- Provide open enrollment coordination and support and attend meetings
- Produce benefit guides, postcards, flyers, HTML emails, posters, custom mailers, annual benefit statements, webinars, videos, and on-demand enrollment meetings as well as federal and local disclosers
- Open enrollment and new-hire orientation support via Brainshark® presentations
- Create customized MyBenefits2GO mobile app
- Create interactive educational tools to assist employees in plan selection for medical, dental, and other benefits with tools like Flimp®, Brainshark, and, if selected, Jellyvision®

Additional Resources

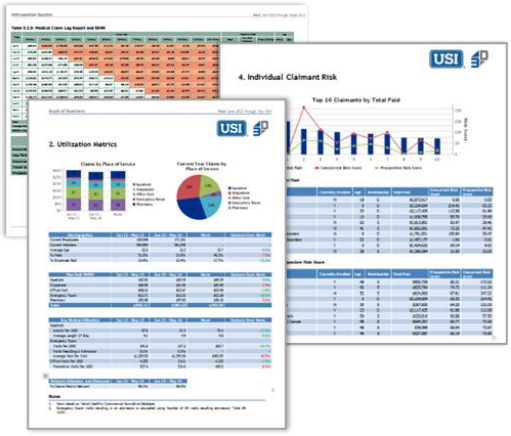
Client Cloud by Zywave (additional fee may apply)

USI has partnered with Zywave's Client Cloud to be the City's one-stop resource on topics including compliance, healthcare reform, wellness, HR, policies, as well as forms, employee newsletters, and more to help you maintain compliance and avoid penalties. Key resources include but are not limited to:

- **Comprehensive Learning Management Platform (LMS).** Employee trainings with Zywave's intuitive learning management system featuring more than 150 courses, including state-specific sexual harassment training – no buy up packages needed.
- **On-demand Content Library**. Explore a vast library of on-demand content on topics including benefits, federal compliance, employment law, wage and hour regulations, discipline and termination, workers' compensation, and more. Access these valuable resources, insightful articles, and expert opinions, all available at your clients' fingertips.
- **Employee Document & HR Tool Builders**. The City can create on demand customized employee handbooks and HR tools tailored to policies, procedures, and needs. Some key tools include HR Reporting, WRAP Document Builders, Multi-State Laws comparison, Performance Review Builders, Compensation Statements, and more.

- **State & Federal Compliance Alerts**. Stay informed about the latest compliance requirements with our proactive alert system. Receive timely notifications regarding changes in regulations, helping you remain compliant and avoid potential penalties. Also, build and print key Federal or State compliance posters.
- **HR Support Hotline**. Expert advice and quick answers to questions from experienced HR professionals.

UNDERWRITING & ANALYTICS



USI's underwriting and analytics solutions integrate superior assessment, analysis and benchmarking with expert market negotiation to identify and increase transparency around insurers' profit sources. The USI Underwriting & Analytics Practice for employee benefits is made up of over 170 associates in ten geographic regions. They bring a wealth of industry background to the discipline to include experience with carrier underwriting and consulting practices with individuals having up to 30 years of experience within their respective subject matters. This carrier insight gives us an edge in determining where the carrier is trying to increase profits at our client's expense. We talk to the carriers "underwriter to underwriter" which drives better savings and allows them to use their inside knowledge. We provide renewal projections six months in advance of the renewal and will review ongoing utilization on a quarterly basis. We analyze over 60 components of the underwriting process such as trend, large claims, pooling level, provider discounts, Rx discounts, funding alternatives, etc. to uncover every possible cost saving opportunity.

Our services include:

Claims administrator fees

- Analyze the services included in the medical and Rx administrative fee
- Leverage proprietary benchmarking information to assess competitiveness
- Create full transparency for each cost component
- Negotiate best-in-class by industry standard
- Establish and request rate caps and guarantees where appropriate

Stop-loss pricing and protection

- Measure cost of stop-loss vs. industry average
- Benchmark stop-loss rates and protection levels using USI benchmarking tool
- Check for any “stray” commission or broker compensation included in stop loss
- Examine any possibilities for mid-year negotiation of pricing or terms

Managed care network

- Conduct a provider discount analysis to identify savings opportunities and evaluate the appropriateness of a network change
- Identify available networks based upon geographical needs
- Gather key metrics from participating networks to model saving scenarios and negotiate discount performance guarantees and access fees

Performance guarantees

- Review existing performance guarantees to ensure carriers are meeting service expectations
- Identify key performance criteria (e.g., discount, payment accuracy, and service guarantees)
- Negotiate with vendors to ensure the metrics and penalties align with client goals
- Track vendor performance to identify which performance metrics were achieved

Review and benchmark plan design and contribution modeling

- Prepare a benchmarking report to compare against industry and regional peer organizations and to serve as a foundation for:
- Developing a contribution model for various scenarios to manage both employer budget and employee contributions
- Establishing actuarial values of plans to validate contribution amounts
- Customizing differentiated plans to meet varying needs of employees
- Evaluating carrier rates or develop premium equivalent rates for a self-funded program

Additional Resources

USI 3D

USI 3D combines clinical data and analytical expertise, using advanced technology and customized consulting, to support solutions that solve complex problems and provide measurable results. USI 3D—used in concert with variety of additional proprietary methods and tools — supplies the insights required to solve complex problems and provide measurable results. It provides a three-dimensional view of claims to offer exceptional insights into clinical patterns unique to a plan's participants. Armed with these insights, we project future risks and costs over time and make recommendations that positively affect future-plan utilization by:

- Accessing and employing a client's actual claims data to inform the future design of programs, benefits and member outreach and engagement initiatives reflective of the client's unique challenges and opportunities
- Evaluating the objective cost, quality, and utilization of programs and vendors
- Designing healthcare strategies based on unbiased insights into drivers of cost, quality, and utilization within the client's population
- Improving accountability and metrics for all vendors charged with managing costs

USI 3D enables our team to provide easy-to-understand, customized reports based upon the client's unique needs and plan performance. With this tool and the expertise of our analytical team, we can clearly identify the drivers behind the costs and integrate this information into solutions designed to moderate trends. By continually monitoring plan performance against the stated objectives, we help our clients measure overall effectiveness and make sound, informed decisions for the future.

USI's Stop Loss Consortium

USI's employee benefit practice is designed to contain cost, promote regulatory compliance and deliver superior account service.

USI has more self-funded benefits experience than any other competitor broker, delivering long-term, meaningful financial impact for clients.

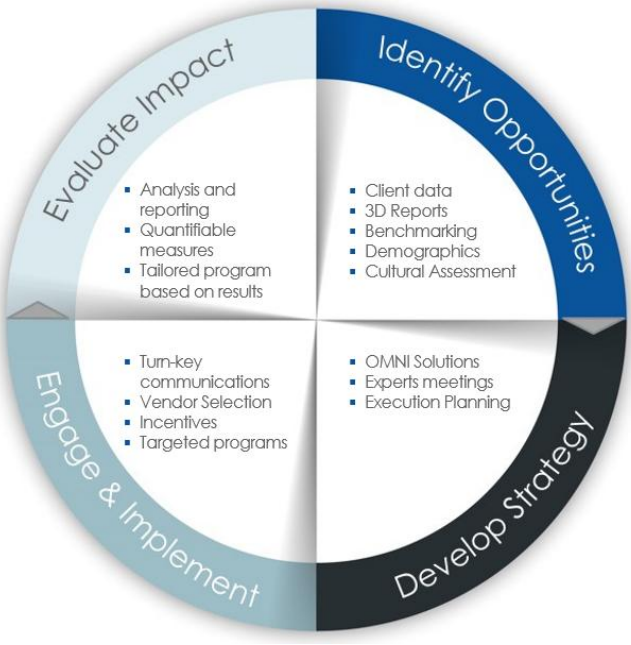


Source: MiEdge Employee Benefits product
*Accounts shown above represent approximately 40% of overall USI Employee Benefit clients.

Provides employers of all sizes with access to cost-effective stop loss coverage with best-in-class terms and conditions. Through the Consortium, USI has contracted with many of the industries' largest and most innovative stop loss carriers, offering best-in-class contracts and underwriting terms for self-funded clients. USI Stop Loss Consortium facilitates marketing, consulting, stop loss training, contract review, and oversight of stop loss carriers including the stop loss confidentiality agreements. Working in partnership with our stop loss practice helps ensure the weight of the entire USI relationship is at play in the underwriting negotiation and placement processes. We continually evaluate new market trends for innovative solutions to our clients' risk needs, monitors carrier performance, and can help find coverage for transitional and "hard to place" cases. With our team's experience in self-funding, we have what it takes to design coverage to satisfy client's risk tolerance, maximize cost containment, and help protect against potential gaps in coverage.

POPULATION HEALTH MANAGEMENT (PHM)

A health-promoting environment attracts top talent, reduces medical costs and absenteeism. USI Population Health Managers evaluate data and recommend solutions that improve employee health status. USI assists clients in building and maintaining healthier workplaces using an approach that is more comprehensive, creative, and targeted than most "traditional" wellness programs.



Development of a PHM program is based upon and driven by each organization's own claims experience and centers around USI's innovative CORE Health Strategy which delivers claims savings through incentivized physician engagement, targeted disease management, and comprehensive reporting.

We take the time to get to know client's culture, budget, employee population, and readiness to engage, to offer the guidance that best meets their needs as we work together to help design and implement a PHM strategy.

The PHM Team works closely with our Medical Directors to better understand chronic conditions that may plague a specific client and potential outcome-changing solutions. When a client understands future risks, they can make informed decisions and impact future outcomes.

Our services include:

- Team of locally-based, nationally networked wellness consultants
- Strategies to improve engagement
- Wellness program feasibility analysis
- Program design, implementation, reporting
- Targeted communications to improve engagement
- Predictive modeling & large claims analysis
- Disease management strategies

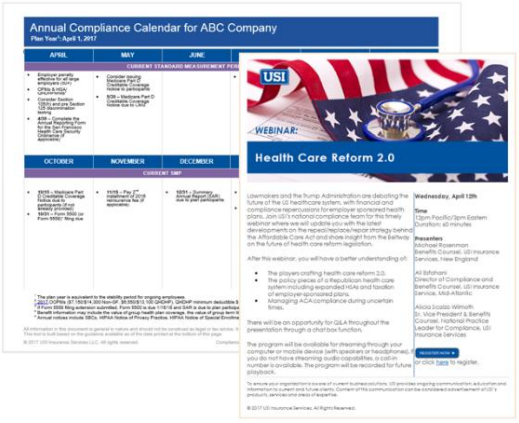
USI CORE Health Strategy Approach

Since 2012, USI's CORE Health Strategy has helped employers reduce the cost of healthcare by promoting preventive care and targeted disease management, reducing the likelihood and severity of catastrophic claims. Using the claims experience of over 1,400 clients and 2.3 million plan members, we've been able to demonstrate the impact of preventive care and diagnostic testing and prove the value of our CORE Health Strategy:

- Increased early detection of potentially high-cost claimants, improving health outcomes, and reducing costs
- Reduced non-urgent emergency room visits by 40%
- Reduced in-patient hospital stays by 33%
- Helped clients save 3% to 5% on annual premium.

Our long-term focus on the CORE Health Strategy has created opportunities to benchmark client data and identify top quartile performance metrics for several high-cost areas like cancer care and diabetes management. USI sets those performance metrics as targets for health plan improvements in our new CORE Health Action Plan (CHAP) report.

COMPLIANCE/HEALTHCARE REFORM



USI's National Compliance Team, including our 20 in-house ERISA attorneys and three (3) compliance specialists, provides expert guidance on new developments and ongoing requirements affecting health and welfare plans. We offer a great resource for questions regarding COBRA, FMLA, HIPAA, and Healthcare Reform. Our clients receive unrestricted access to our Attorneys. USI Attorneys are deployed in the field — not hidden away at the corporate headquarters. **This valuable consultative service is <u>included</u> in our fee and unique to USI.**

With all the questions around Healthcare Reform, and with Human Resource department staff stretched to the limit in most organizations, many of our clients find this as one of our most valuable services. A Compliance Checklist Review is included in annual services as is access to seminars, whitepapers, and numerous other employer resources.

Our services include:

- Team of locally-based, nationally networked compliance attorneys
- Monitoring of all facets of health and welfare guidance, including statutes, regulations, and case law
- Health and welfare plan compliance education
- Health Care Reform (ACA) Impact Analysis tools
- Ongoing articles, workshops, and seminars
- State and local benefits-related issues
- Compliance guides and sample documents
- Assistance with notice and disclosure requirements

CARE INTERVENTION

USI's team of consultants and clinical experts provide detailed analysis and deploy innovative solutions to reduce healthcare costs without sacrificing quality of care.

Our care intervention services include:

Creating Cost Management Solutions

- Focus on Reducing Unit Cost/frequency for Care

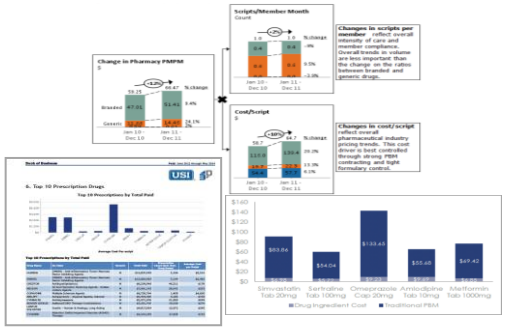
- Alternative Reimbursement Strategies
- Reducing Gaps/Risks in Care
- Alternative Settings of Care
- ROI Analysis and Modeling
- Constant Innovation to Reduce Cost and Improve Quality

PHARMACY

USI pharmacy tools provide cutting edge, transparent, cost management capabilities to reduce pharmacy spend and enhance employee offerings. Our services include:

Eliminating Excess Cost & Reducing Pharmacy Trend

- Client specific pharmacy trend and benchmark analysis
- Performance analysis
- Rx pricing strategies
- Rx program management strategies
- Specialty program review



Clear Options Rx

Clear Options Rx is USI's proprietary quoting tool created to combat hidden profit from the distributor, carrier, and PBM. It creates a competitive PBM marketplace with standardized contract language and clear pricing definitions to drive plan savings. Clear Options Rx allows USI underwriters to generate comprehensive proposals from 10+ standalone PBMs with a variety of pricing philosophies such as:

- Traditional pharmacy pricing with aggressive contractual pricing
- Pass-thru strategies can provide greater savings from some PBMs
- Guaranteed script options provide predictability of costs over a three-year period

Frequently, USI arranges very favorable carved-out PBM solutions for our clients, particularly since carving out the benefit allows USI to negotiate favorable terms such as:

- Passing of any rebates to employers
- Carved-out third-party prior authorization
- Elimination of spread pricing
- Overall increased transparency in the pricing of pharmacy products

Such transparency is often not present when pharmacy and major medical are integrated under one vendor.

ANCILLARY BENEFIT

USI reviews ancillary benefit programs to manage and measure plan effectiveness, maximize value and employee satisfaction. Our team of consultants continuously search the voluntary marketplace for new products and providers that offer exceptional performance and value. Understanding every client's program is unique, our solutions are customized to support each client's individual culture and goals.



Our services include:

Aggressive Negotiation and Strategic Plan Design

Managing/Measuring Vendors

- ROI on administration programs
- Achieving superior discounts
- Finding "best in class" vendors and carriers

Ancillary Benefit Programs

- Disability, dental, life, STD
- Return to work strategies
- Supplemental and voluntary plans

RETIREMENT PLAN CONSULTING

USI's retirement consulting and benefits administration practice help employers and their employees successfully plan and invest for retirement. Offering objective advice and innovative solutions to mitigate risk, stay compliant, and protect employers, our practice includes:

- 650 retirement specialists
- Defined Contributions and Defined Benefit consulting and solutions
- Investment advisory services*
- Diversified investment options
- Provider search and benchmarking
- Plan design, administration, recordkeeping, monitoring, and reporting

	$8,841,569		288		$30,700	
	Plan Assets as of May 14, 2024		Plan Participants		Average Account Balance	
	Current Environment		Benchmarking Fee Targets		Potential Cost Savings	
Fee Component	Dollar Based Fees or Converted to $	Asset Based Fees or Converted to %	Dollar Based Fees or Converted to $	Asset Based Fees or Converted to %	Dollar Based Fees or Converted to $	Asset Based Fees or Converted to %
Investment Managers	$18,804	0.21%	$18,804	0.21%	To Be Determined Following An Investment Review	
Recordkeeper	$73,385	0.83%	$45,976	0.52%	$27,409	0.31%
Investment Advisory	$41,555	0.47%	$26,525	0.30%	$15,031	0.17%
Total costs	$133,745	1.51%	$91,305	1.03%	$42,440	0.48%

- Regulatory and compliance solutions
- Employee education and communications
- Specialty market solutions, including church and tribal retirement plans

Please contact your consultant for more information on how we can advise on your retirement plans and readiness moving forward.

* *Investment advice provided to the Plan by USI Advisors, Inc. Under certain arrangements, securities offered to the Plan through USI Securities, Inc. Member FINRA/SIPC. Both USI Advisors, Inc. and USI Securities, Inc. are affiliates of USI Consulting Group.*

USI SUBJECT MATTER EXPERTS (SMES)

The City would have direct access to our eight (8) supporting departments and lead subject matter experts (SMEs) at no additional fee should special projects or new initiatives arise throughout the year.

- **USI ERISA Counsel** — provides Healthcare Reform guidance, assists with state and federal compliance, etc. Our compliance team includes approximately 20 employee benefit attorneys, three of whom work with our clients in the Southwest Region, and 3 compliance specialist located in regional offices. They are a great resource for questions regarding COBRA, FMLA, HIPAA, and Healthcare Reform. Our clients receive unrestricted access to our Attorneys. USI Attorneys are deployed in the field — not hidden away at the corporate headquarters. **This valuable consultative service is included in our fee and unique to USI**. With all the questions around Healthcare Reform, and with Human Resource department staff stretched to the limit in most organizations, many of our clients find this as one of our most valuable services. A Compliance Review is included in annual services as is access to seminars, whitepapers, and numerous other employer resources. **The City's in-house USI Attorney would be Heather Mazac, EdD, JD.**
- **USI Medical Director** – reviews all large claimants to evaluate the probability and cost of continued treatment. When necessary, USI 3D is used to benchmark costs of medical conditions to ensure carriers are not overstating reserves. **The City's in-house USI Medical Director would be Eric Kerstman, MD.**
- **USI Pharmacy Consulting** — USI pharmacy tools provide cutting edge, transparent, cost management capabilities to reduce pharmacy spend and enhance employee offerings. These include client-specific pharmacy trend and benchmark analysis, performance analysis, Rx pricing strategies, Rx program management strategies, and specialty program review. **The City's in-house USI Pharmacy Consultant and Strategist would be Dominic Vu, PharmD.**

- **USI Population Health Management (PHM)** — assists clients in building and maintaining healthier workplaces using an approach that is more comprehensive, creative, and targeted than most "traditional" wellness programs. Development of a PHM program is based upon and driven by your organization's own claims experience and centers around USI's innovative CORE Health Strategy which delivers claims savings through incentivized physician engagement, targeted disease management and comprehensive reporting. We take the time to get to know the City's culture, budget, employee population and readiness to engage, to offer the guidance that best meets your needs as we work together to help you design and implement your PHM strategy. The PHM Team works closely with our Medical Director, **Eric Kerstman, MD**, to better understand chronic conditions that may plague a specific client and potential outcome-changing solutions. When a client understands future risks, they can make informed decisions and impact future outcomes. **The City's in-house USI PHM Consultant would be Alex Fernandez**.
- **USI Underwriting & Analytics** — serves as a check and balance with the insurance carriers. The USI Underwriting & Analytics team for the employee benefits practice is made up of over 170 associates in ten (10) geographic regions to support technical assistance to our internal and external partners. This team brings a wealth of industry background to the discipline to include significant time spent at carrier underwriting and consulting practices with individuals having up to 30 years of experience within their respective subject matters. This carrier insight gives us an edge in determining where the carrier is trying to increase profits at your expense. We talk to the carriers "underwriter to underwriter" which drives better savings and allows them to use their inside knowledge. We provide renewal projections six months in advance of the renewal and will review ongoing utilization on a quarterly basis. We analyze over 60 components of the underwriting process such as trend, large claims, pooling level, provider discounts, Rx discounts, funding alternatives, etc. to uncover every possible cost saving opportunity. **The City's in-house USI Underwriter would be Sandy Buck.**
- **USI Stop Loss Consulting** — provides specialized expertise in risk management, contract design, and reinsurance strategy for self-funded medical programs. This team evaluates stop-loss market conditions, benchmark pricing, and analyzes client risk profiles to ensure clients receives the most competitive and appropriately structured coverage. Working closely with underwriting, analytics, and clinical teams, they negotiate favorable terms, eliminate unnecessary exposures, and align stop-loss policies with plan design and claims

experience. Their strategic oversight helps safeguard clients against catastrophic claims, optimize financial protection, and deliver sustainable long-term cost stability. **The City's in-house USI Stop Loss Consultant would be Brad Staufenberger.**

- **Human Resources Support** — aids with Human Resource outsourcing, employee communications, online tools, benchmarking, enrollment support, customized enrollment materials, claims resolution, benefit value statements, and more. USI will work with the City to understand your individual needs, and from there implement the correct technology platform as needed, including technology compatible with existing solutions. Some of these tools include the MyBenefits2GO mobile app, Brainshark, and Flimp video, communication, and HR support. **The City's in-house HR Technology lead would be Anne Burkett, CEBS, SHRM-CP, PHR, and communications strategy and support is provided by our Employee Engagement Solutions Consultants.**
- **USI Ancillary Benefit Solutions** — consists of a team of consultants who continuously search the voluntary marketplace for new products and providers that offer exceptional performance and value. Understanding every clients' program is unique, our solutions are customized to support the City's culture and goals.
- **USI Retirement Plan Consulting** — helps employers and their employees successfully plan and invest for retirement. Offering objective advice and innovative solutions to mitigate risk, stay compliant, and protect employers, USI Consulting Group (USICG) is a branch of USI that focuses on everything related to retirement. USICG has been providing investment advisory services to retirement trusts for over 40 years and is a provider of defined contribution and defined benefit plan consulting and administration services. USICG's investment advisory services are complemented by our staff of actuaries and consultants. Additional fees may apply.

*Investment advice provided to the Plan by USI Advisors, Inc. Under certain arrangements, securities offered to the Plan through USI Securities, Inc. Member FINRA/SIPC. Both USI Advisors, Inc. and USI Securities, Inc. are affiliates of USI Consulting Group.

IN SUMMARY

USI's Mission

USI stands for Understand, Service, and Innovate. At USI, our mission is to:

- **Understand** the specific needs of our clients
- Provide an unparalleled local **Service** experience
- **Innovate** with cutting edge solutions so our clients can continue to invest and grow.

USI is well qualified to serve as the City of Ennis' Employee Benefits Broker and Consultant, bringing deep public-sector experience, disciplined governance, and a transparent, data-driven service model tailored to municipal employers. We meet the City's qualifications through our demonstrated ability to act as broker of record and strategic advisor across the full scope of benefits programs, including medical, pharmacy, dental, vision, life, disability, voluntary benefits, employee assistance programs, and consumer-directed accounts (HSA, HRA, and FSA).

USI's approach aligns directly with the City's objectives of fiscal responsibility, regulatory compliance, and long-term sustainability. We support municipalities through structured annual planning, rigorous benchmarking against comparable public employers, comprehensive renewal and market strategies, and actionable financial and utilization analytics. Our team provides proactive compliance guidance, pharmacy benefit consulting, wellness and population health support, and clear executive-level reporting to inform City management and elected officials. Equally important, USI delivers responsive day-to-day service, vendor advocacy, and employee communication and education designed to promote understanding, engagement, and operational efficiency.

Through transparent compensation practices, full data accessibility, and a dedicated public-sector service team, USI is positioned to help the City maintain competitive, compliant, and sustainable benefit programs that support both workforce needs and the City's long-term strategic and financial goals.

G.6.

General Lines Agency

Qualification Effective Dates

Life, Accident, Health & HMO 03/06/2008 Property and Casualty 03/06/2008

USI INSURANCE SERVICES LLC

NPN: 5306057

DBA: USI AFFINITY

601 UNION ST STE 1000
SEATTLE, WA 98101-4064

is authorized to transact business as described above

License No: 1491992 Issue Date: 03/06/2008 Expiration Date: 12/20/2026

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TEXAS
DEPARTMENT OF INSURANCE

THIS IS TO CERTIFY THAT

USI INSURANCE SERVICES LLC
601 UNION ST STE 1000
SEATTLE, WA 98101-4064

LICENSE NUMBER: 1491992 NPN: 5306057

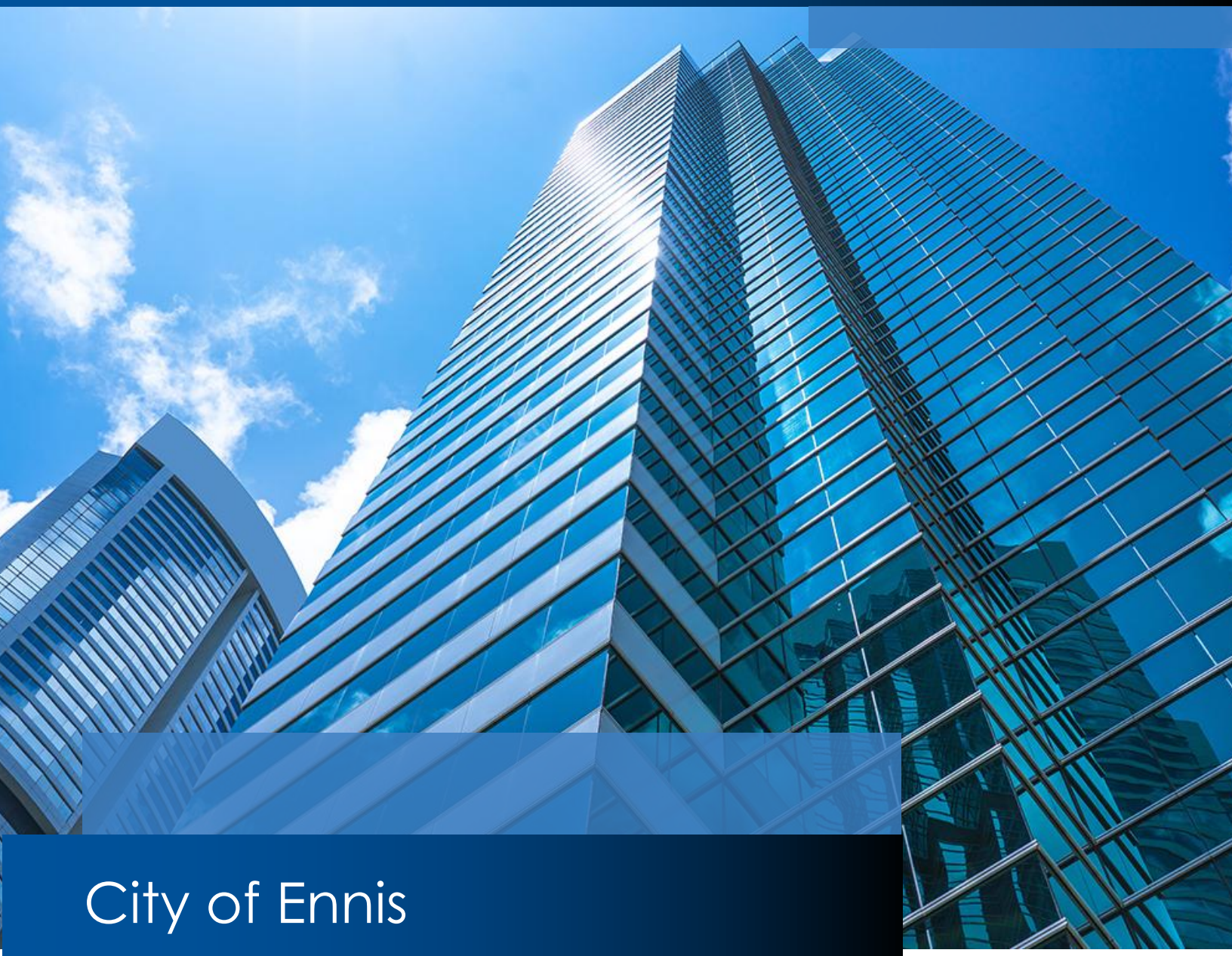
IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:

General Lines Agency

Life, Accident, Health & HMO, Property and Casualty

Issue Date: 03/06/2008 Expiration Date: 12/20/2026

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City of Ennis

USI – Compensation Structure
Reference Number: 26-115-10

Project Title: Employee Benefits Brokerage and Consulting Services

DUE: April 24, 2026 | 1:00 PM CST

USI Insurance Services LLC
1300 Summit Avenue, Suite 200
Fort Worth, TX 76102

www.USI.com

COMPENSATION STRUCTURE

Proposers shall provide a general description of their compensation structure, including:

- **Whether compensation is:**
  - **Fee-based**
  - **Commission-based**
  - **Hybrid**
- **General description of:**
  - **Commissions received from carriers**
  - **Any additional compensation (bonuses, incentives, overrides)**
  - **Any compensation related to pharmacy benefit arrangements**
- **Disclosure of any relationships with carriers, PBMs, or other vendors that may create a conflict of interest**

USI is open to the compensation arrangement and timing that best meets the needs of the City of Ennis (the "City") whether that is an annual fee, a monthly retainer fee, commission percentage built into your insurance premiums, a per employee per month (PEPM) fee, or any combination thereof. All services proposed throughout our response, unless indicated with "additional fees may apply," are included in the commission arrangement.

The most likely scenario is to provide all our services for the amount the City of Ennis (the "City") is currently paying to the current broker—assuming commissions are built into the plans for all lines of coverage. This transition is seamless to you, and you are not charged any additional fees nor are your commission levels increased. Commissions may be adjusted up or down upon renewal based upon mutual agreement. A second option is to remove all commissions and pay USI a fixed fee. It is important to understand we are excited about the opportunity to partner with the City and are confident we can work together to arrive at a fair compensation amount should we be chosen as your benefits broker and consultant.

We re-visit this on an annual basis to make sure our compensation level is fair and reasonable for the work we are performing and that all parties involved are in agreement. We do not typically charge extra fees to our clients as our proposal typically includes all services. We believe in full transparency anytime we discuss compensation and the services we would expect to provide to the City.

Option	Final Commission/Fee	Notes
Commission based	Commission already built into the City's insurance products	Commissions are already being paid to your incumbent broker. The insurance carriers would simply start paying us those amounts.
Fixed fee	TBD	A fixed fee would be paid separate from the insurance premiums. Some of our clients prefer this arrangement over commissions.

USI is an independent broker and consultant and is not affiliated with any insurance company, third party administrative agency, or provider network, which allows us to pair the City of Ennis (the "City") with the carriers, vendors, and administrative partners that most-closely align with your specific needs and service requirements.

As a national network of brokerages, USI has access to and is authorized to do business with most insurance carriers, third-party administrators (TPA), and other service providers in the health and welfare benefits marketplace.

USI strictly adheres to transparency and is not incentivized by additional or hidden revenue streams. Our independence from the PBM infrastructure allows us to put employers' best interests first and provide objective recommendations based on a client's usage and needs.

Disclosure

Commission payments we receive are reported on the Schedule A that carriers provide. By law, each year we will disclose by line of coverage our commissions paid. In addition, our commission information can also be provided upon request.

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to USI than maintaining the trust of our clients and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values.

Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the client
- Talk and act with the client in mind
- Exceed our clients' expectations

USI is proactively providing clients with complete transparency on standard and contingent commission income. We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you

pay for your insurance policy (a “commission”), which is paid to us by the insurance companies for placing and servicing your insurance. We also may receive fees agreed to in writing from our clients. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses. Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. You may view more about our “Commissions and Fees” at www.usi.com/commissions-fees/.

Conflict of Interest

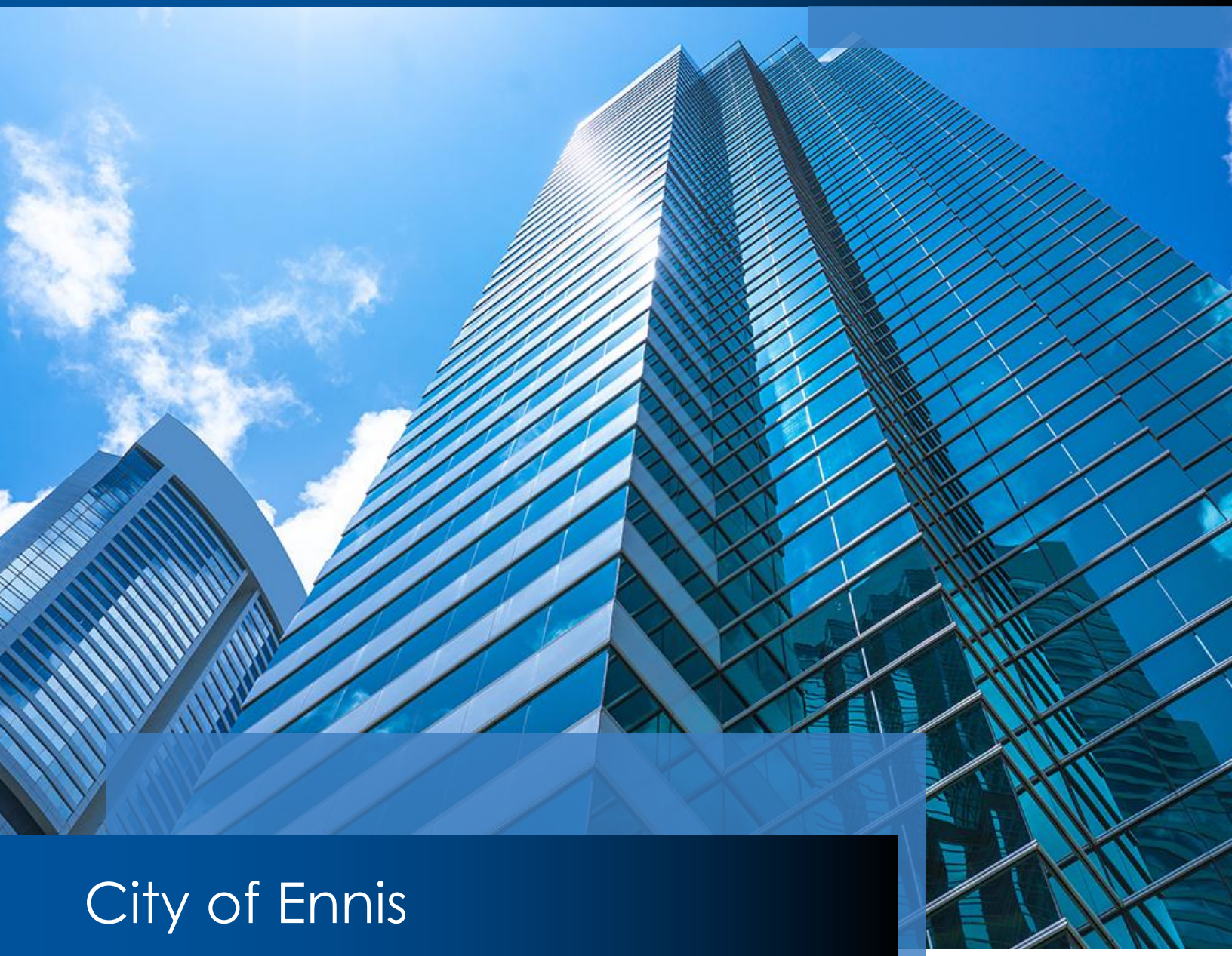
USI demands absolute integrity from all its employees and will not tolerate any conduct that falls short of that standard. USI expects that no employee will knowingly place himself or herself in a position that would have the appearance of being, or could be construed to be, in conflict with the interests of USI.

No employee may accept any benefit from any client or insurer, insurance intermediary, financial service, or product provider, or from any prospective client or supplier, that could create the appearance of impropriety, or create a conflict of interest between the employee’s own personal interests and the interests of USI.

It is the policy of the Company to comply with all applicable laws and regulations, including, without limitation, employment, discrimination, health, safety, privacy, antitrust, securities, and environmental laws. No employee of the Company has authority to violate any law, or to direct another employee, consultant, representative or any other person to violate any law on behalf of the Company. Any request to engage in an illegal or dishonest act must be reported immediately.

All members of USI’s Management have a special responsibility for the implementation of USI’s Code of Business Conduct (Code). Managers must explain the Code to all employees under their supervision and help them understand its requirements, and they also must promote an

environment where compliance is expected, and ethical behavior is the norm. All managers are expected to ensure that all employees under their supervision have a working knowledge and understanding of the Code. If there is a conflict of interest – real or perceived – it will be investigated fully and addressed quickly.



City of Ennis

USI – Conflict of Interest/Transparency
Reference Number: 26-115-10

Project Title: Employee Benefits Brokerage and Consulting Services

DUE: April 24, 2026 | 1:00 PM CST

USI Insurance Services LLC
1300 Summit Avenue, Suite 200
Fort Worth, TX 76102

www.USI.com

CONFLICT OF INTEREST/TRANSPARENCY

Proposers shall disclose any actual or potential conflicts of interest that may arise in the performance of these services.
At a minimum, disclosures shall include:

- **Any financial relationships with:**
  - **Insurance carriers**
  - **Pharmacy Benefit Managers (PBMs)**
  - **Third-party administrators (TPAs)**
  - **Wellness vendors or other service providers**
- **Any ownership interests, partnerships, or affiliations with entities that may be recommended to the City**
- **Any compensation arrangements that could influence recommendations made to the City**

Proposers shall describe how conflicts of interest are identified, disclosed, and mitigated within their organization.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action, including disqualification.

USI is an independent broker and consultant and is not affiliated with any insurance company, third party administrative agency, or provider network, which allows us to pair the City of Ennis (the "City") with the carriers, vendors, and administrative partners that most-closely align with your specific needs and service requirements.

As a national network of brokerages, USI has access to and is authorized to do business with most insurance carriers, third-party administrators (TPA), and other service providers in the health and welfare benefits marketplace.

USI strictly adheres to transparency and is not incentivized by additional or hidden revenue streams. Our independence from the PBM infrastructure allows us to put employers' best interests first and provide objective recommendations based on a client's usage and needs.

Disclosure

Commission payments we receive are reported on the Schedule A that carriers provide. By law, each year we will disclose by line of coverage our commissions paid. In addition, our commission information can also be provided upon request.

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry

and to USI than maintaining the trust of our clients and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values.

Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the client
- Talk and act with the client in mind
- Exceed our clients' expectations

USI is proactively providing clients with complete transparency on standard and contingent commission income. We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance. We also may receive fees agreed to in writing from our clients. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses. Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. You may view more about our "Commissions and Fees" at www.usi.com/commissions-fees/.

Conflict of Interest

USI demands absolute integrity from all its employees and will not tolerate any conduct that falls short of that standard. USI expects that no employee will knowingly place himself or herself in a position that would have the appearance of being, or could be construed to be, in conflict with the interests of USI.

No employee may accept any benefit from any client or insurer, insurance intermediary, financial service, or product provider, or from any prospective client or supplier, that could

create the appearance of impropriety, or create a conflict of interest between the employee's own personal interests and the interests of USI.

It is the policy of the Company to comply with all applicable laws and regulations, including, without limitation, employment, discrimination, health, safety, privacy, antitrust, securities, and environmental laws. No employee of the Company has authority to violate any law, or to direct another employee, consultant, representative or any other person to violate any law on behalf of the Company. Any request to engage in an illegal or dishonest act must be reported immediately.

All members of USI's Management have a special responsibility for the implementation of USI's Code of Business Conduct (Code). Managers must explain the Code to all employees under their supervision and help them understand its requirements, and they also must promote an environment where compliance is expected, and ethical behavior is the norm. All managers are expected to ensure that all employees under their supervision have a working knowledge and understanding of the Code. If there is a conflict of interest – real or perceived – it will be investigated fully and addressed quickly.

Partnerships

USI has preferred relationships with many national best-in-class specialty firms:

- **Teladoc** – a telemedicine company that offers phone calls or video chats with a licensed doctor
- **ERISA Pros** – assists with Department of Labor compliance pertaining to ERISA plans and distribution of important documentation to your employees
- **Wrangle** – a leading firm that completes hundreds of thousands of signature-ready Form 5500 reports

USI Holdings, our parent company, owns several companies that offer consultation and services, including USI Consulting Group, a retirement and actuarial consulting firm.

We also maintain preferred relationships with full-service benefit administration companies that provide web portals, online enrollment, decision support, deduction processing, and premium reconciliation services. USI partners with vendors that provide innovative solutions. For interested clients, our team assists in determining the right solution based on your specific preferences.

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1 Mayor and City Commission Members;
2 City Manager;
Board and Commission members and appointed members by the Mayor and City Commission;
Directors of 4B development corporations;
The executive directors or managers of 4B development corporations; and
Directors of the City of Ennis who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

USI Insurance Services LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A - No Conflict of Interest

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Jeff Anderson

Digitally signed by Jeff Anderson
DN: cn=Jeff Anderson ou=Dallas e=jeff.anderson@usi.com
Reason: I am the author of this document
Location:
Date: 2026-04-15 11:13-05:00

Signature of person doing business with the governmental entity

04-15-2026

Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1448306

Date Filed:
04/15/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
USI Insurance Services LLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Ennis, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
26-115-10 (RFQ)
Employee Benefits Brokerage and Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Anderson, Jeffrey	Fort Worth, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is JEFFREY ANDERSON, and my date of birth is 08-01-1967

My address is 3905 Ann Arbor Ct., Fort Worth (city), TX (state), 76109 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TARRANT County, State of TEXAS, on the 15TH day of APRIL (month), 2026 (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.b6ef2aab

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 $476,000.00 for architectural, engineering, and related professional services necessary for the planning and design of the animal shelter.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 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 $30,800,000 or less - the City of Ennis' participation could be financially feasible, at an initial cost not exceeding $5.24 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.

At this time, all three partner entities, the City of Waxahachie, Ellis County, and the City of Ennis, continue to work towards a mutually agreed, tri-party Interlocal Agreement, which is anticipated to reach the final draft stage at the time of the November 17 City Commission meeting.

FINANCIAL IMPACT:

The immediate impact of the Interlocal Agreement would include $476,000.00 for design and a subsequent $4,760,000.00 for construction - for a combined total of $5,236,000.00 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. 26-1117-G3-ILA Joint Animal Shelter

RESOLUTION NO. 26-1117-G3

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 $476,000.00 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 $30,800,000.00; 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 $2,800,000.00, 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: $476,000.00 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 17th day of November, 2026.

_____
LYNDA ISBELL, Mayor

ATTEST:

_____
BETHANY PREWITT, City Secretary

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments to the Ennis Arts Commission.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2-194 of the Code of Ordinances, the Mayor shall appoint, subject to confirmation by the City Commission, the members of the Ennis Arts Commission. The Commission consists of nine (9) members.

The Ennis Arts Commission shall promote the arts within the City of Ennis, Texas, and have the following powers and duties:

- Identify, assess, and develop the cultural and artistic assets of the City of Ennis.
- Monitor regional, state, and national cultural and artistic activities in order to secure advantageous opportunities for the citizens of Ennis.
- Establish liaison with public and private organizations for the purposes of planning and obtaining technical and monetary assistance for cultural and artistic activities.
- Make recommendations to the City Commission concerning cultural and artistic policies and programs.
- Make recommendations to the Ennis Economic Development Corporation regarding any appropriate, authorized uses of the "optional development sales tax."

The City Commission will consider appointments to fill vacant positions with terms expiring January 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Discuss and consider appointments to the Historic Landmark Commission.

Meeting: ENNIS CITY COMMISSION - 17 Nov 2026

Department: City Secretary

Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

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

In addition to any authority granted by state law or other ordinances of the City, the Historic Landmark Commission may:

- Implement and maintain a system of survey or inventory of significant historic, architectural, and cultural landmarks and all properties located within designated historic Overlays located in the city. Such information shall be maintained securely, made accessible to the public and should be updated periodically as needed.
- Review and take action on the designation of Landmarks and the delineation of historic Overlays, which shall be ratified by the City Commission.
- Review and recommend to City Commission and other applicable city boards and commissions all proposed changes to the zoning ordinance, building code, general plan or other adopted policies of the city than may affect the purpose of historic preservation.
- Conduct public hearings and provide comment on buildings, objects, sites, structures, and districts for nomination to the National Register of Historic Places to the Texas Historic Commission. Such recommendations shall be guided by the criteria established in the National Historic Preservation Act of 1966, as amended.
- Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.
- Review and take action on all appeals and deferred actions by the Administrator/HPO regarding the administrative review of Certificates of Appropriateness applications for compliance with adopted Historic Preservation Standards in Article VI: Building and Urban Design Standards of this Ordinance.
- Develop, prepare and adopt recommendations for specific Historic Preservation Standards which shall be considered for adoption by the City Commission, for use in the review of all Certificates of Appropriateness applications.
- Make recommendations to the city concerning the utilization of state, federal, or private funds to promote the preservation of Landmarks and Districts within the city.
- Review permits for the demolition or relocation of a building or structure, including issuance of a temporary stay on demolition permits as appropriate, as provided by Section 3.3.9 of this Ordinance.

- Propose incentive program(s) to City Commission for local property owners of historic Landmarks or within local Districts.
- Review and take action on all city preservation-related incentive program applications involving work on Landmarks and historic Overlays per this Ordinance.
- Conduct an informal annual review of the conditions of properties located in designated historic overlays and discuss future needs for properties.

The Historic Landmark Commission has two vacancies in Alternate Member positions.

The City Commission will consider appointments to fill positions with terms expiring July 31, 2027 and July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments to the Railroad and Cultural Heritage Museum Board.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2-181 of the Code of Ordinances, the Railroad and Cultural Heritage Museum Board shall be an advisory body of nine (9) members, appointed by the City Commission.

The Railroad and Cultural Heritage Museum Board primary objectives are:

- Preserve objects which give people a more accurate and deeper understanding of life in Ennis and those areas surrounding Ennis.
- Enhance, strengthen, and enrich the exhibits of the museum and the State of Texas.

The City Commission will consider appointments to fill positions with terms expiring July 31, 2027 and July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission
Subject: Discuss and consider reappointments to the Zoning Board of Adjustment.
Meeting: ENNIS CITY COMMISSION - 17 Nov 2026
Department: City Secretary
Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2.4.2 of the City of Ennis Unified Development Ordinance, the Zoning Board of Adjustment consists of five (5) regular members and two (2) alternate members, appointed by the City Commission.

The Zoning Board of Adjustment exercises the powers and duties prescribed by Texas Local Government Code Section 211.009 and the City of Ennis Unified Development Ordinance, including Section 3.3.10, Zoning Variances and Appeals, and Article X, Nonconformities.

The Zoning Board of Adjustment bases its decisions on specific findings of fact in the pursuit of the following primary purposes:

- Consideration of Variances in Cases of Hardship.
- Ensuring Due Process through Public Hearings.

The City Commission will consider reappointments to fill positions with terms expiring July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To: City Commission

Subject: Discuss and consider appointments to the Zoning Board of Adjustment.

Meeting: ENNIS CITY COMMISSION - 17 Nov 2026

Department: City Secretary

Staff Contact: Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Section 2.4.2 of the City of Ennis Unified Development Ordinance, the Zoning Board of Adjustment consists of five (5) regular members and two (2) alternate members, appointed by the City Commission.

The Zoning Board of Adjustment exercises the powers and duties prescribed by Texas Local Government Code Section 211.009 and the City of Ennis Unified Development Ordinance, including Section 3.3.10, Zoning Variances and Appeals, and Article X, Nonconformities.

The Zoning Board of Adjustment bases its decisions on specific findings of fact in the pursuit of the following primary purposes:

- Consideration of Variances in Cases of Hardship.
- Ensuring Due Process through Public Hearings.

The City Commission will consider appointments to fill positions with terms expiring July 31, 2027 and July 31, 2028.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the TIRZ #1 Board.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Chapter 311 of the Texas Tax Code, the City of Ennis may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the act. The program area is 302 acres in the downtown core east long Ennis Avenue to Kaufman and East to IH45.

The board of directors for the Zone consists of six members. Five members shall be appointed by the City Commission to Places 1,2,3,4, and 5. Place 6 shall be appointed by the Commissioners Court of Ellis County, Texas.

TIRZ #1 supports the continued revitalization of Downtown Ennis through strategic investment in infrastructure and public improvements. The district helps preserve downtown’s historic character while creating an environment for new businesses, private investment, and memorable experiences.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the TIRZ #2 Board.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Chapter 311 of the Texas Tax Code, the City of Ennis may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the act. The program area is 446 acres east of IH45 from Crisp Rd to Valek Rd.

The board of directors for the Zone consists of six members. Five members shall be appointed by the City Commission to Places 1,2,3,4, and 5. Place 6 shall be appointed by the Commissioners Court of Ellis County, Texas.

TIRZ #2 Board supports strategic investment in one of Ennis' key growth areas. The district is designed to facilitate infrastructure improvements, enhance development readiness, and help unlock new opportunities for commercial and residential growth. It uses incentives and provides financing for infrastructure to accelerate market development by reducing the risk of private investment development.

ENNIS CITY COMMISSION

AGENDA SUMMARY FORM

To:	City Commission
Subject:	Discuss and consider appointments and reappointments to the TIRZ #3 Board.
Meeting:	ENNIS CITY COMMISSION - 17 Nov 2026
Department:	City Secretary
Staff Contact:	Bethany Prewitt, City Secretary

BACKGROUND INFORMATION:

Pursuant to Chapter 311 of the Texas Tax Code, the City of Ennis may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the act. The program area is 14,239.35 acres west of the intersection of Hwy 45 and 287 bypass, continuing northwest along 287 bypass.

The board of directors for the Zone consists of six members. Five members shall be appointed by the City Commission to Places 1,2,3,4, and 5. Place 6 shall be appointed by the Commissioners Court of Ellis County, Texas.

TIRZ #3 uses incentives to accelerate market development by reducing the risk of private investment and development. Also to provide Ennis a rapidly developing commercial, retail and residential area capitalizing on Bardwell Lake and Hwy 287.