



**ENNIS CITY COMMISSION
SPECIAL MEETING AGENDA
THURSDAY, APRIL 16, 2026
6:00 PM**

CITY OF ENNIS CITY HALL
COMMISSION CHAMBERS
107 N. SHERMAN
ENNIS, TEXAS 75119
(972) 875-1234

As authorized by Texas Government Code Section 551.071 - this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Ennis reserves the right to re-align, recess, or reconvene the Regular Session or called Executive Session or order of business at any time prior to adjournment.

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

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

A. CALL TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

B. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- B.1. Discuss and consider 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 Ennis Rotary Club; finding a public purpose, and authorizing execution of related documents.

[TxDOT Temporary ROW Closure Agreement - Rotary Run](#)

C. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: **Friday, April 10, 2026 at 5:30 P.M.**, and will remain posted for at least two hours after said meeting was convened.

ANGIE WADE, TRMC, CMC
City Secretary

City of Ennis City Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (972) 875-1234 or write to: PO Box 220, Ennis, TX 75120, at least 48 hours in advance of the meeting.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider 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 Ennis Rotary Club; finding a public purpose, and authorizing execution of related documents.

Meeting: ENNIS CITY COMMISSION SPECIAL MEETING - 16 Apr 2026

Department: Economic Development

Staff Contact: Andrew Alvarado, Tourism & Events Manager

BACKGROUND INFORMATION:

Representatives of the Rotary Club of Ennis have shared with City staff the plans for this year's 26th Annual Polkafest Run. For the first time, the race route will cross a portion of Country Club Road, which is under the jurisdiction of the Texas Department of Transportation (TxDOT).

In holding with new requirements placed on entities desiring to utilize State-owned routes for community events, TxDOT has requested the formal execution of an agreement between the City of Ennis and TxDOT for the temporary street closure requested as part for the Ennis Rotary Polkafest Run:

- Location: Country Club Road, Intersection at West Baldrige St.
- Timing: from 6:00 am on May 23, 2026, to 10:00 am on May 23, 2026.

The Rotary Club of Ennis 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 associated closure of 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 City's diverse cultures.

RECOMMENDATION:

Staff recommends approval of this item.

B.1.

ATTACHMENTS:

[RESOLUTION NO.-Polkafest Run TXDOT Agreement - Pdf](#)

[Polka Run TCP](#)

[Closure of right -of-way for Ennis Polkafest Run \(TEA30A\)](#)



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 ENNIS ROTARY CLUB; FINDING A PUBLIC PURPOSE, AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

WHEREAS, the Rotary Club of Ennis (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 26th Annual Ennis Polkafest Run from 6:00 am to 10:00 am on Saturday, May 23, 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 Country Club Road 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:

B.1.

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 16th day of April, 2026.

LYNDA ISBELL, Mayor

ATTEST:

ANGIE WADE, City Secretary



Suggested Police Department Locations (5)



Suggested Volunteer Locations (58)



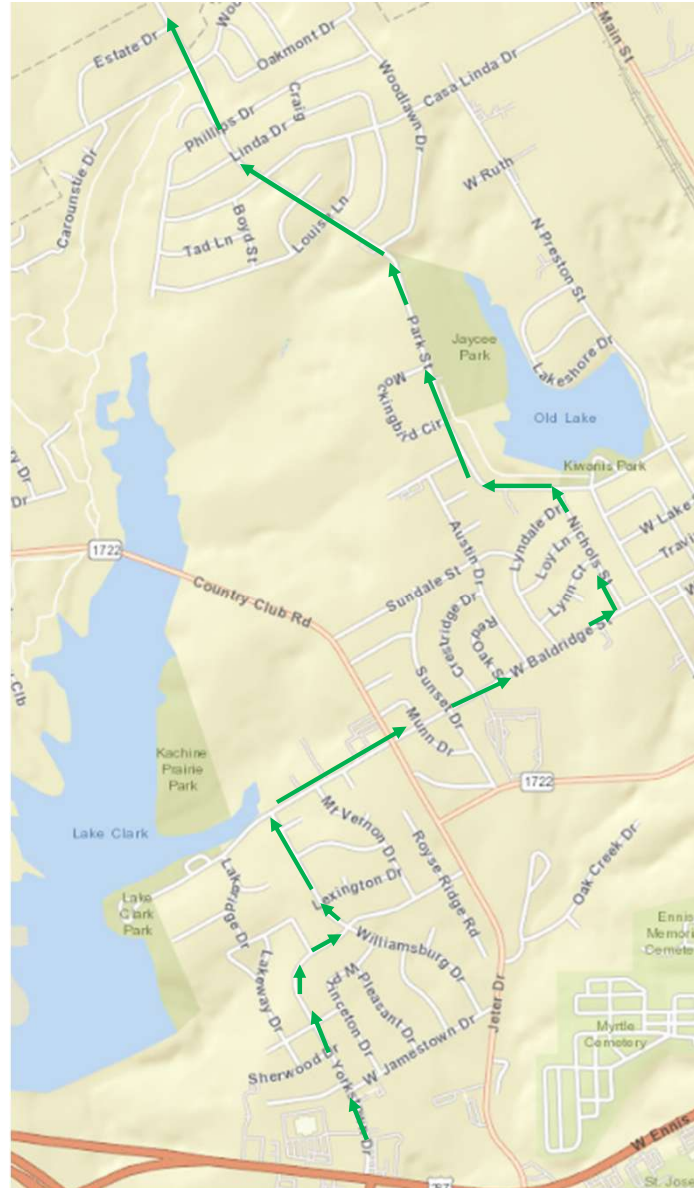
Class III Barricades w/road closed signs (109)



Road Closed Ahead (40)



Portable Message Boards "Runners Ahead" (7)





Suggested Police Department Locations



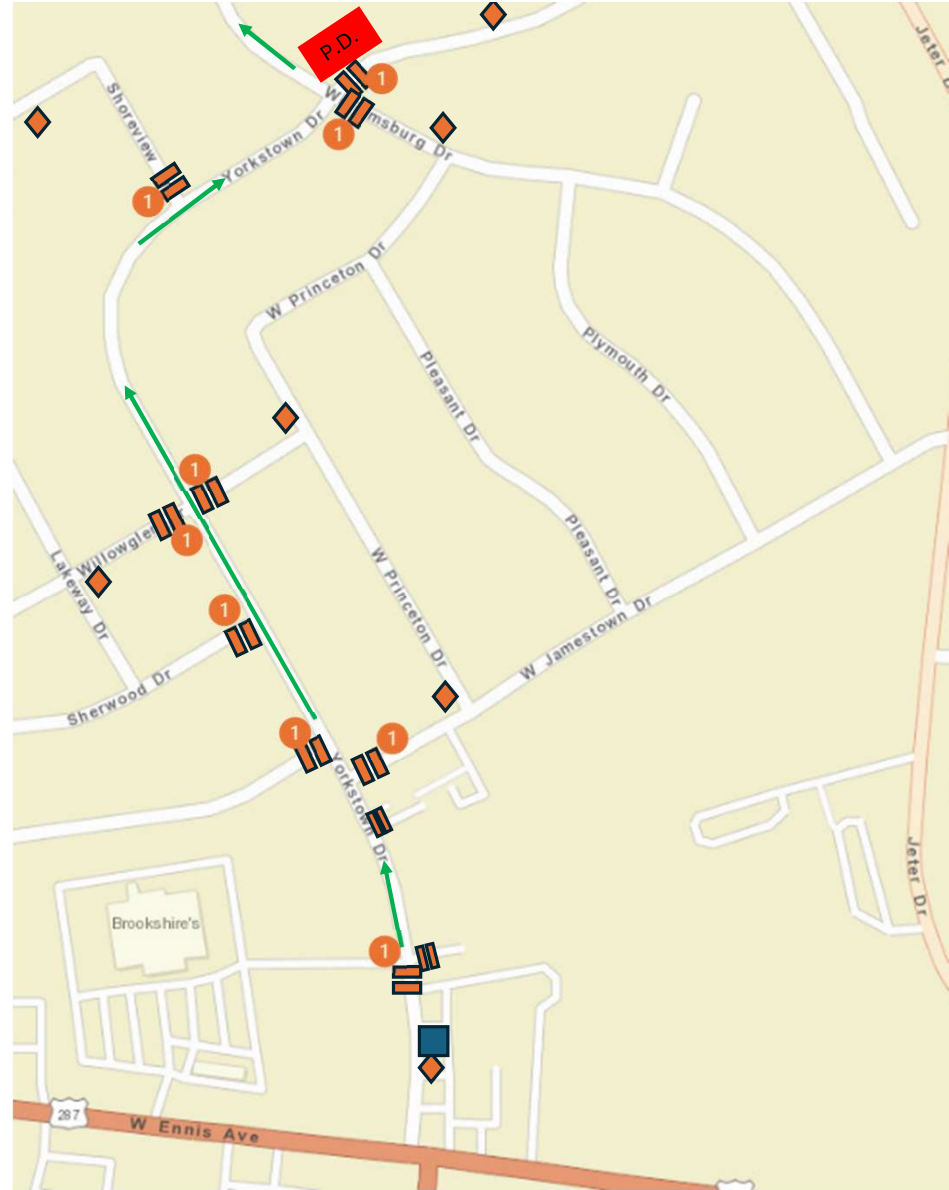
Class III Barricades w/road closed signs



Road Closed Ahead



Portable Message Boards "Runners Ahead"





Suggested Police Department Locations



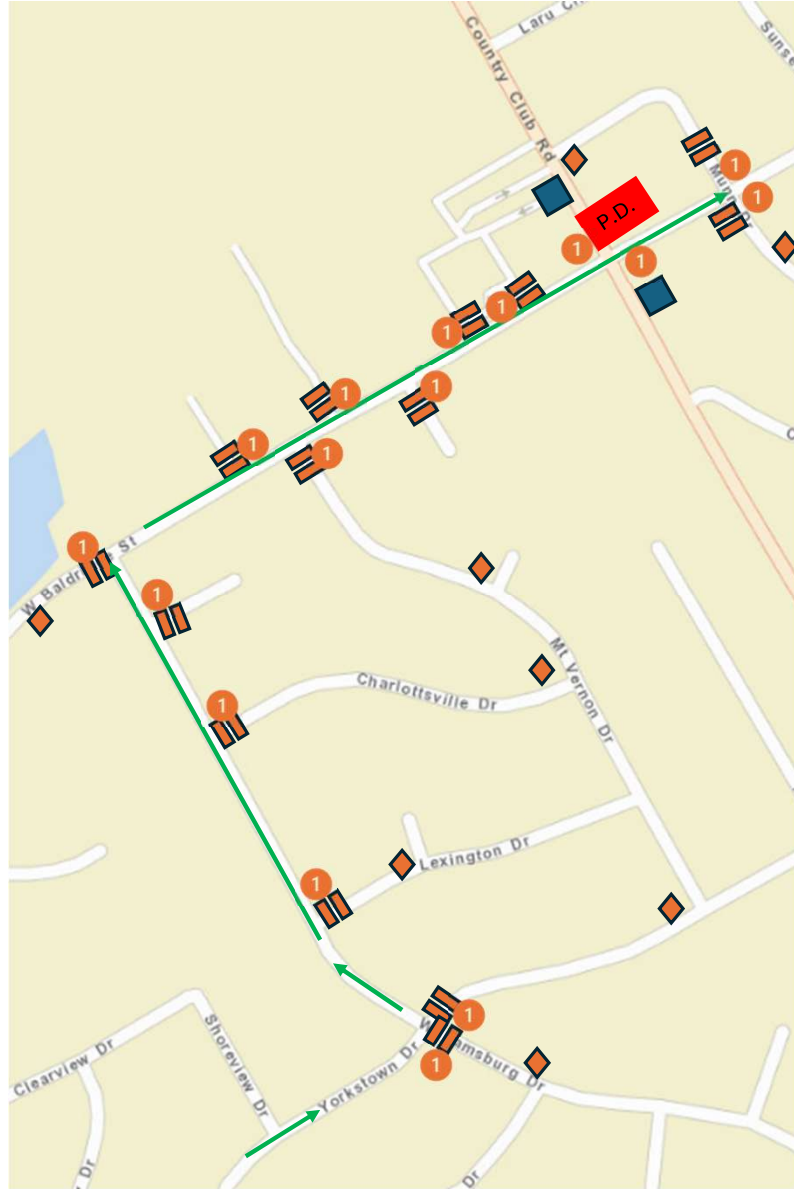
Class III Barricades w/road closed signs






Road Closed Ahead

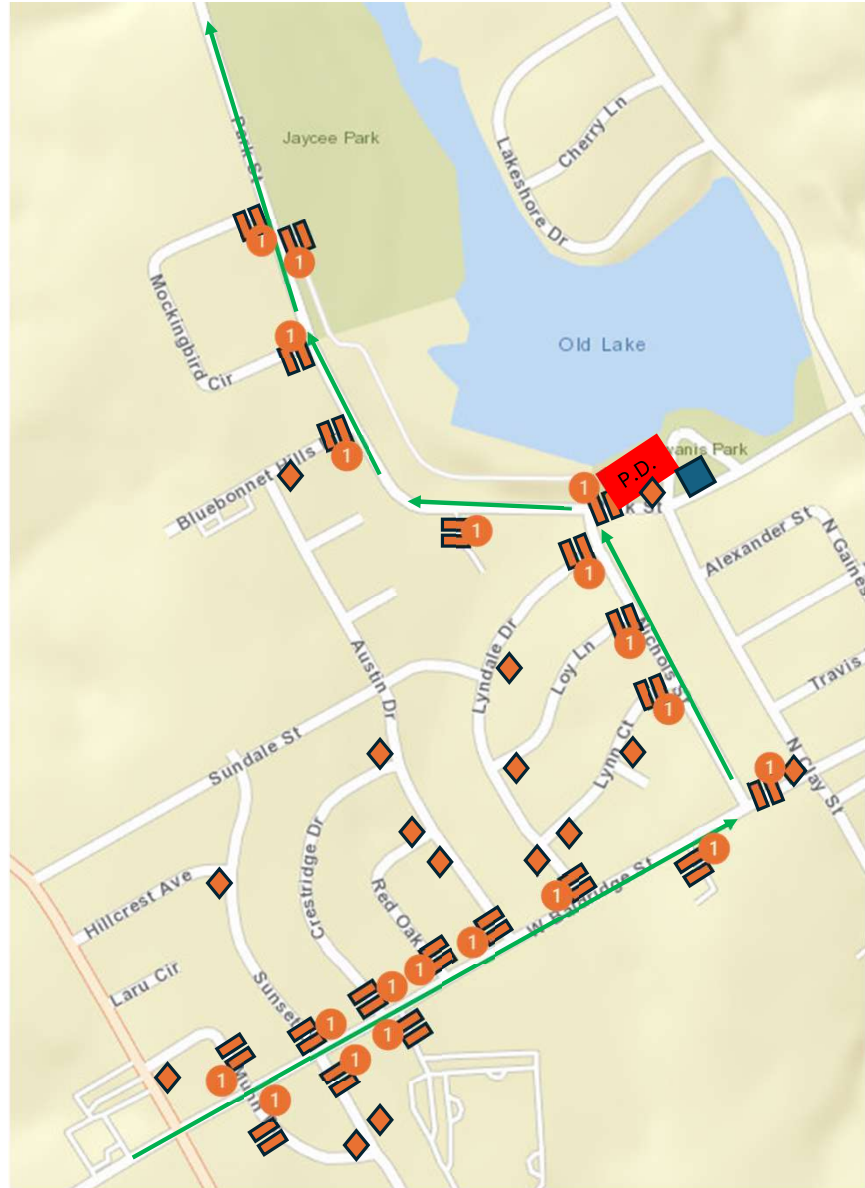


Portable Message Boards "Runners Ahead"



Suggested Police Department Locations

-  Class III Barricades w/road closed signs
-  Road Closed Ahead
-  Portable Message Boards "Runners Ahead"

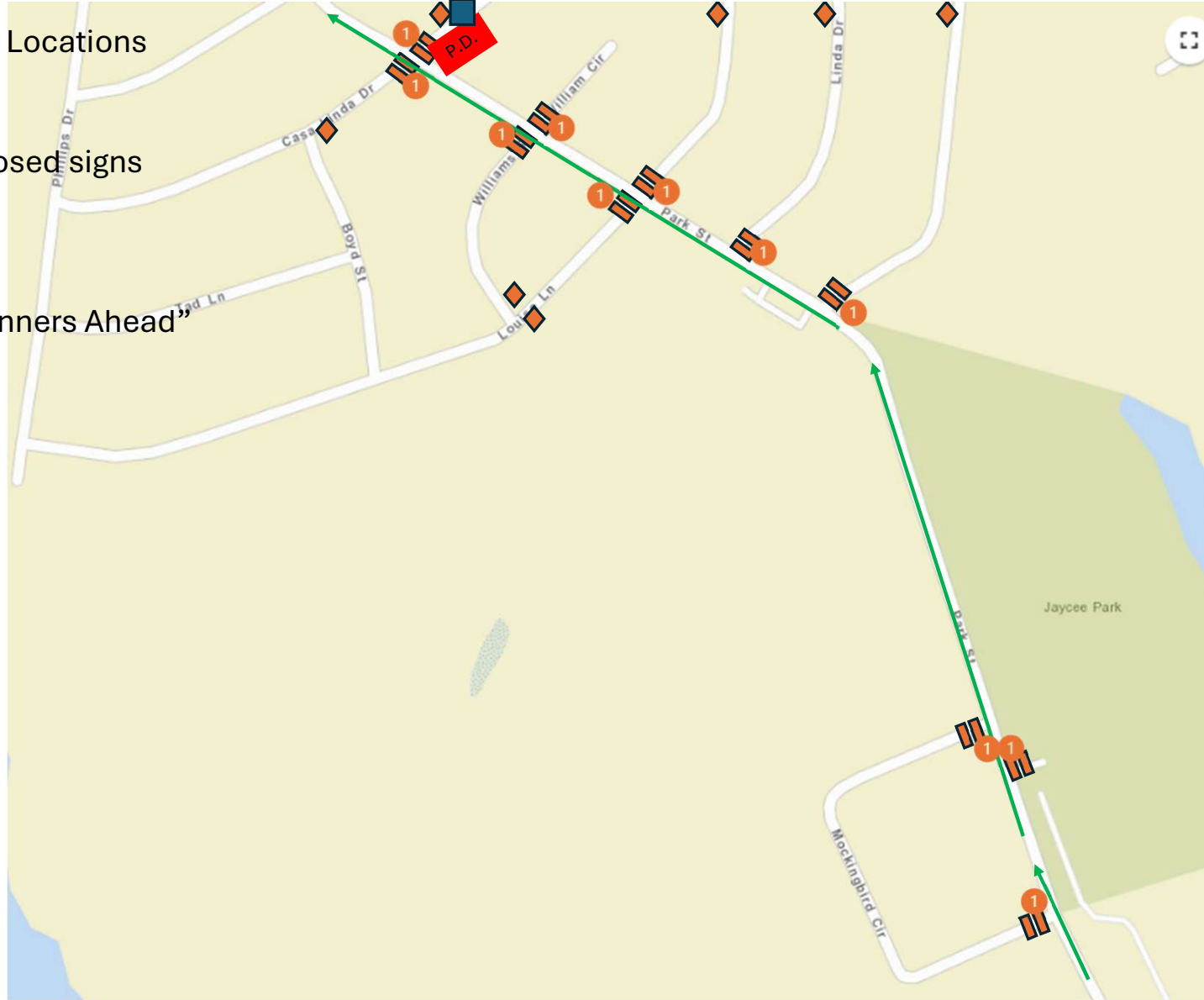


Suggested Police Department Locations

Class III Barricades w/road closed signs

Road Closed Ahead

Portable Message Boards "Runners Ahead"



Suggested Police Department Locations



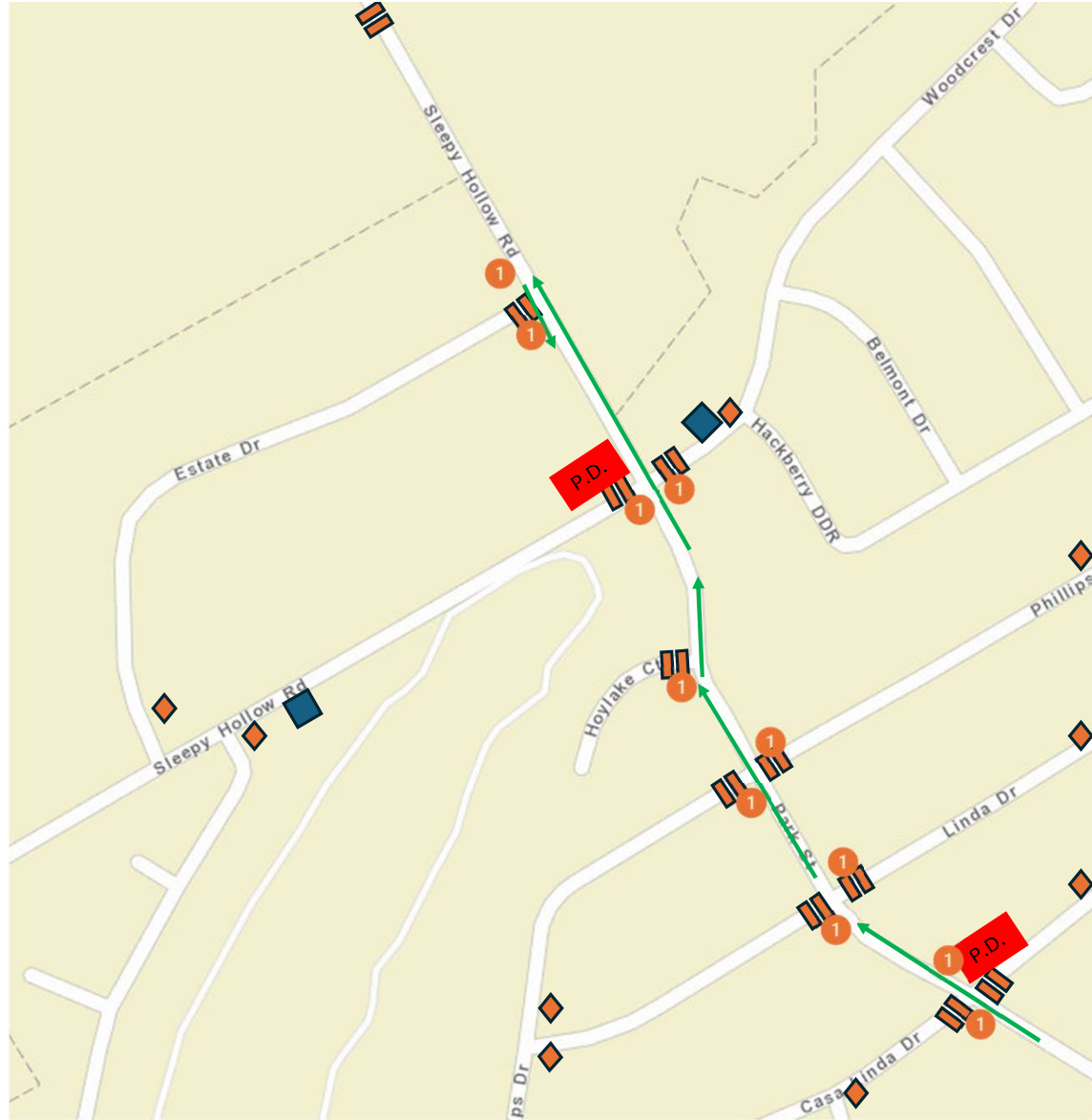
Class III Barricades w/road closed signs



Road Closed Ahead



Portable Message Boards "Runners Ahead"



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 Country Club Road in Ellis, County; and

WHEREAS, the local government has requested the temporary closure of Intersection at Country Club Road and West Baldrige Road for the purpose of Ennis Polkafest Run, from 6:00 am on May 23, 2026 to 10:00 am on May 23, 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 16th day of April 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.

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, 3 rd 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:

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

B.1.

Agreement No. _____

Exhibit A

Traffic Control Plan

Exhibit B**Resolution**

WHEREAS, Rotary Club of Ennis (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 **26th Annual Ennis Polkafest Run from 6:00 am to 10:00 am on Saturday, May 23, 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 **Country Club Road** 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.

Exhibit C

4/9/26, 3:39 PM

SPE-26-15



City of Ennis, TX

April 9, 2026

Record No: SPE-26-15

Special Event Permit Application

Status: Stopped

Submitted On: 3/31/2026

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

Run/Walk Events - 9 months prior

Applicant Name*

Marla Allen May

Applicant Mailing Address*

1051 Novy Rd Ennis, TX 75119

Applicant Phone Number*

817-937-4414

Applicant Email*

marlaallenmay@gmail.com

Are you applying on behalf an organization?*

Yes

Organization Name*

Rotary Club of Ennis

Organization Mailing Address*

PO Box 1238 Ennis, TX 75120

Organization Phone Number*

817-937-4414

Organization Email*

ennisrotary@gmail.com

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

Yes

4/9/26, 3:39 PM

SPE-26-15

Event Information

Event Title*

26th Annual Ennis Polkafest Run

Event Location*

Starting point at 2500 Yorkstown Dr Ennis

Brief Description of Event*

1 mile fun run, 5K and 10K race

Street Closure Start Date*

05/23/2026

Street Closure End Date*

05/23/2026

Event Set-up Time* ?

5:00am

Event Tear-down Time* ?

Cleaned up by 10:00am

Event Start Date*

05/23/2026

Event End Date*

05/23/2026

Event Operating Hours*

6:00am to 9:30am

Projected Expected Attendance* ?

695

Event Type*

Run/Walk Race Event

Is the event open to the public?*

Yes

Will admission be charged? *

Yes

Will this event take place at a public park?*

No

4/9/26, 3:39 PM

SPE-26-15

Price of admission*

1 mile \$25, 5K \$35 and 10K \$40

Will amplified sound be used? *

Yes

Will this event require portable restrooms?*

Yes

Will fireworks / pyrotechnics be used? *

No

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

Yes

Will alcohol be sold or conveyed? *

Yes

Will this event have a petting zoo? *

No

Will this event need electrical power? *

Yes

Estimated Electrical needs*

Outlet for Emergency Ice truck

Will this event require non-potable water? *

No

Promoter/vendors shall dispose of wastewater (any water from food preparations, hand-washing facilities, etc.) in the sanitary sewer. No waste or waste water is to be dumped on the ground or into the storm sewer.

Will vendors utilize tents or canopies? *

Yes

Public Safety Plan

Emergency Services and Fire Safety

Will Emergency Medical Services be onsite?*

Emergency Services Provider Name*

Yes

Ennis Regional Medical Center

Emergency Services Contact Number*

254-747-2512 ext 2230

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?*

Law Enforcement Provider * ?

Yes

Ennis Police Department

Law Enforcement Point of Contact*

Law Enforcement Contact Number*

Roger Cole

972-757-9111

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

Will a partial or full street closure be required?*

Yes

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

Yorkstown Dr by Lone Star Fitness Center to Yorkstown Dr by Mount Vernon 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

Will you be providing sanitation services or will you need city-sanitation services?*

I will provide my own sanitation services.

Sanitation company provider*

Ennis Rotary Club Volunteers

Sanitation contact number*

817-937-4414

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

No

Signature

Applicant Signature*

✓ Marla Allen May
Mar 28, 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



Image (75).jpg

Image (75).jpg

Uploaded by Andrew Alvarado on Apr 2, 2026 at 9:37 AM



Event Site Plan

Image (74).jpg

Uploaded by Andrew Alvarado on Mar 31, 2026 at 2:53 PM

REQUIRED